



**AGENDA**  
**Regular Council Meeting**  
**Township of South Stormont**

**Wednesday, October 13, 2021, 5:00 PM**  
**2 Mille Roches Road Long Sault ON**

Changes to the original agenda are noted with an asterisk "\*".

To contain the spread of COVID-19, Township Council meetings are being held electronically and live streamed at [southstormont.ca/councilmeetings](https://southstormont.ca/councilmeetings).

For alternate meeting formats, please contact the Township at [info@southstormont.ca](mailto:info@southstormont.ca) or 613-534-8889.

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	<b>Pages</b>
1. Call to Order	
2. Confirmation of Agenda	
3. Disclosure of Pecuniary Interest	
4. Presentations	
5. Public Meeting	
6. Delegations	
7. Confirmation of Minutes	
a. September 21, 2021	4 - 5
b. September 22, 2021	6 - 11
8. Consent Agenda	
a. South Nation Wood Creations Online Auction - Fall Fundraiser	12 - 13

b.	Raisin Region Conservation Authority - Board of Directors Meeting Summary	14
c.	Monthly Activity Summary - CAO, Economic Development/Communications, Human Resources	15 - 16
d.	Monthly Activity Summary - Director of Corporate Services/Clerk	17 - 18
e.	Monthly Activity Summary - Director of Finance/Treasurer	19
f.	Monthly Activity Summary - Fire Chief	20 - 21
g.	Monthly Activity Summary - Director of Parks and Recreation	22
h.	Monthly Activity Summary - Director of Planning/Building	23 - 26
i.	Monthly Activity Summary - Director of Public Works	27 - 28
<b>9.</b>	<b>Items for Consideration</b>	
<b>10.</b>	<b>Key Information Reports</b>	
a.	Notice of Annual Budget Deliberations	29
b.	Public Petitions Policy	30 - 38
c.	2022 Municipal Election Planning	39 - 41
d.	Revenue and Expenditure Report - Quarter 3 (2021)	42 - 45
e.	Term Loan Renewal with Bank of Montreal for EMS Building	46 - 50
f.	SDG Regional Incentives Program Applicants	51 - 52
<b>11.</b>	<b>Action Requests</b>	
a.	RFQ 22-2021 Parking Lot Snow Removal	53 - 54
b.	FoodCycler 200-Unit Pilot Project	55 - 58
c.	Vaccination Policy (COVID-19)	59 - 69
<b>12.</b>	<b>By-laws</b>	

a.	By-law No. 2021-072 Amend By-law No. 2019-015 Appoint Officers	70 - 72
b.	By-law No. 2021-073 Amend By-law No. 2021-062, Respecting Building and Construction	73 - 81
c.	By-Law No. 2021-074 Transfer Payment Agreement Under the ICIP COVID-19 Resilience Infrastructure Stream	82 - 144
d.	By-law No. 2021-075 Regulate Speed in Arrowhead Estates	145 - 147
e.	By-law No. 2021-076 Remove a Holding Provision (Fenton Farm Subdivision Phase 1)	148 - 153
f.	By-law No. 2021-077 Amend By-law No. 2011-100 (2463524 Ontario Inc.)	154 - 162

### **13. Committee / Member Announcements and Updates**

- a. Upper-Tier Report
- b. Committee Updates
- c. Member Announcements

### **14. Notice of Motion**

### **15. New Business**

### **16. Closed Meeting Summary**

### **17. Confirmation By-Law**

a.	By-law No. 2021-078	163 - 164
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### **18. Adjournment**

**TOWNSHIP OF SOUTH STORMONT**  
**SPECIAL MEETING MINUTES**

THE EIGHTY-SIXTH MEETING  
September 21, 2021

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 Ross Gellately, Director of Public Works Loriann Harbers, Director of Corporate Services/Clerk

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**1. Call to Order**

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

**2. Confirmation of Agenda**

**3. Disclosure of Pecuniary Interest**

**4. Adoption of Minutes**

**5. Delegations**

**6. Staff Reports**

**7. New Business**

**8. Closed Meeting**

Resolution No. 229/2021

Moved by: Councillor Guindon

Seconded by: Councillor MacIsaac

That Council, as provided in Section 239 (2) of the *Municipal Act*, 2001 move into a closed meeting at 5:01 PM to address a matter pertaining to the security of the property of the municipality or local board, a proposed or pending acquisition or disposition of land and litigation or potential litigation:

Specifically: Raisin River Heritage Centre and Trillium Road Landfill

**CARRIED**

Resolution No. 230/2021

Moved by: Councillor Guindon

Seconded by: Deputy Mayor Smith

That Council rise from the closed meeting at 6:13 PM and report.

**CARRIED**

Resolution No. 231/2021

Moved by: Councillor MacIsaac

Seconded by: Councillor Guindon

That staff be directed to report back at a subsequent meeting of Council in relation to the Heritage Centre and the Trillium Road Landfill.

**CARRIED**

**9. Adjournment by Resolution**

Resolution No. 240/2021

Moved by: Councillor Guindon  
Seconded by: Councillor Woods

That Council adjourn this meeting at 6:14 PM and return to the call of the chair.

**CARRIED**

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Mayor

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Clerk

**TOWNSHIP OF SOUTH STORMONT**  
**REGULAR MEETING MINUTES**

THE EIGHTY-SEVENTH MEETING  
September 22, 2021

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 Karl Doyle, Director of Planning and Building Ross Gellately, Director of Public Works Loriann Harbers, Director of Corporate Services/Clerk David Ni, Director of Finance/Treasurer Mohammed Alsharqawi, Asset Management Program Coordinator Bailey McBride, Public Works Coordinator Ashley Sloan, Deputy Clerk

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**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 the Arena Solar Energy Consultant report was changed from a Key Information Report to an Action Request and relocated on the agenda accordingly.

**3. Disclosure of Pecuniary Interest**

**4. Presentations**

a. 2020 Volunteer(s) of the Year

Mayor McGillis presented the 2020 winners of the Fran Laflamme Volunteer of the Year Award and the South Stormont Youth Volunteer of the Year Award to Mr. Marland E. Maloney and Ms. Lindsay Winters, respectively.

Both Marland Maloney, who attended in person, and Lindsay Winters, who attended virtually, were presented with awards from the Township of South Stormont as well as recognition from the Federal Government of Canada. MPP Jim McDonell, was also in attendance to present and recognize the contributions of the 2020 award recipients on behalf of the Province of Ontario.

**5. Public Meeting**

**6. Delegations**

a. FoodCycler

Christina Zardo was in attendance to provide an overview of the FoodCycler and how its use can help divert household organic waste from municipal landfills. Food Cycle Science is seeking a

municipal partnership with South Stormont to participate in a pilot program that would allow residents to purchase a FoodCycler at a subsidized rate. Staff will review the information provided and prepare a report for Council to consider at an upcoming meeting.

**7. Adoption of Minutes**

Resolution No. 241/2021

Moved by: Councillor Guindon

Seconded by: Councillor Woods

That the minutes of the September 8, 2021 meeting be adopted as circulated.

**CARRIED**

**8. Consent Items**

**9. Consideration of Items Requiring Discussion**

**10. Key Information Reports**

- a. Asset Management Program Update

**11. Action Requests**

- a. Recognition of National Day for Truth and Reconciliation

Resolution No. 242/2021

Moved by: Deputy Mayor Smith

Seconded by: Councillor MacIsaac

WHEREAS the Truth and Reconciliation Commission released its final report on June 2, 2015, which included 94 Calls to Action to redress the legacy of residential schools and advance the process of Canadian reconciliation;

AND WHEREAS the recent discoveries of remains and unmarked graves across Canada have led to increased calls for all levels of government to address the recommendations in the TRC's Calls to Action;

AND WHEREAS all Canadians and all orders of government have a role to play in reconciliation;

AND WHEREAS Recommendation #80 of the Truth and Reconciliation Commission called upon the federal government, in collaboration with Aboriginal peoples, to establish, as a statutory holiday, a National Day for Truth and Reconciliation to ensure that public commemoration of the history and legacy of residential schools remains a vital component of the reconciliation process;

AND WHEREAS the Federal Government has announced September 30th, 2021, as the first National Day for Truth and Reconciliation (National Orange Shirt Day) and a statutory holiday;

THEREFORE, BE IT RESOLVED THAT the Council of the Township of South Stormont does hereby commit to recognizing September 30th, 2021, as the National Day for Truth and Reconciliation by sharing the stories of residential school survivors, their families, and communities.

**CARRIED**

- b. Support for OPP Mobile Crisis Response Team

Resolution No. 243/2021

Moved by: Councillor Woods

Seconded by: Deputy Mayor Smith

That Council of the Township of South Stormont supports the SD&G Ontario Provincial Police in their request to the Ministry of Health to provide stable base funding for their Mobile Crisis Response Team, ensuring program stability, continuance and enhancement to aid and support the mental health for our community.

**CARRIED**

- c. Adopt Human Resources Policies

Resolution No. 244/2021

Moved by: Councillor MacIsaac

Seconded by: Councillor Guindon

That Council receive and adopt the following Human Resource Policies:

- Employment Equity and Diversity;
- Recruitment; and
- Continuing Education, Professional Development and Education Assistance.

**CARRIED**

- d. Arena Solar Energy Consultant

Resolution No. 245/2021

Moved by: Councillor Guindon

Seconded by: Councillor Woods

That Council approve a non-budgeted project for a solar plant pre-feasibility report and a structural capacity assessment with an upset limit of \$65,000 for the Long Sault Arena; and

That Council authorize the project be paid for from the Working Capital Reserve; and

That Council authorize the CAO to execute the necessary documents to complete the transaction.

**CARRIED**

- e. Succession Planning, Policy and Organizational Change

Resolution No. 246/2021

Moved by: Councillor MacIsaac

Seconded by: Deputy Mayor Smith

That Council adopt the Succession Planning Policy, presented and dated September 22, 2021;



and further, authorize the CAO to implement the changes proposed in the September 22, 2021 Succession Planning and Organizational Change report and prepare a draft budget based on the information contained therein;

and further authorize the addition of a Deputy CBO in 2021 with wages to be covered with the difference between the current part time costs and actual 2021 budgeted dollars;

and further authorize the addition of planning support for a maximum 2 year period; a review will be undertaken based on Planning Department workload and applications to assess ongoing need.

**CARRIED**

- f. Adopt Levels of Service for Core Municipal Infrastructure Assets  
Resolution No. 247/2021

Moved by: Deputy Mayor Smith  
Seconded by: Councillor Guindon

That Council approve the defined Customer and Technical Levels of Service (LoS) including some recommended/suggested LoS targets for core municipal infrastructure assets, as presented and dated September 22, 2021.

**CARRIED**

- g. RFQ No. 17-2021 Assessment of Municipal Stormwater Assets Project  
Resolution No. 248/2021

Moved by: Councillor Woods  
Seconded by: Councillor MacIsaac

That Council award RFQ No. 17-2021 Assessment of Municipal Stormwater Assets to AECOM Canada Ltd. for \$ 65,510, including applicable taxes, and further, as the project was not included in the 2021 budget, that Council authorize the funds through the Road Upgrade Reserve.

And further, that Council authorize the Director of Public Works to execute the necessary documents to complete the transaction.

**CARRIED**

- h. RFQ No. 18-2021 Supply of one (1) Fire Apparatus – Pumper-Tanker  
Resolution No. 249/2021

Moved by: Councillor Guindon  
Seconded by: Deputy Mayor Smith

That Council award RFQ No. 18-2021 for the supply of a Fire Apparatus – Pumper-Tanker to Battleshield Industries Ltd. for \$642,904.46 (including HST). Further, that Council authorize the Fire Chief to sign the necessary documents to complete the transaction.

**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. South Stormont / South Dundas Doctor Recruitment Committee

**13. By-laws**

- a. By-law No. 2021-069 Procedural By-law

Resolution No. 250/2021

Moved by: Councillor MacIsaac

Seconded by: Councillor Woods

That By-law No. 2021-069, being a by-law to repeal By-law No. 2020-044 and to Govern the Proceedings of Council, be read and passed in open Council, signed and sealed this 22<sup>nd</sup> day of September, 2021.

**CARRIED**

- b. By-law No. 2021-070 Transfer Payment Agreement under the ICIP Community Culture and Recreation Stream

Resolution No. 251/2021

Moved by: Councillor Guindon

Seconded by: Councillor MacIsaac

That By-law No. 2021-070, being a by-law to authorize a Transfer Payment Agreement under the Investing in Canada Infrastructure Program Community, Culture and Recreation Stream, be read and passed in open Council, signed and sealed this 22<sup>nd</sup> day of September, 2021.

**CARRIED**

**14. Motions and Notices of Motions**

**15. New Business**

**16. Closed Meeting**

**17. Ratification By-Law**

Resolution No. 252/2021

Moved by: Deputy Mayor Smith

Seconded by: Councillor Woods

That By-law No. 2021-071 to adopt, confirm and ratify matters dealt with by resolution, be read and passed in open Council, signed and sealed this 22<sup>nd</sup> day of September, 2021.

**CARRIED**

**18. Adjournment by Resolution**

Resolution No. 253/2021

Moved by: Councillor Woods

Seconded by: Councillor Guindon

That Council adjourn this meeting at 6:17 PM and return to the call of the chair.

**CARRIED**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk



## Memorandum

**To:** Mayor Bryan McGillis, CAO Debi LucasSwitzer  
Township of South Stormont  
**From:** John Mesman, Team Lead, Community Lands and Outreach  
**Date:** September 24, 2021  
**RE:** **South Nation Wood Creations Online Auction – Fall Fundraiser**

South Nation Conservation (SNC) will once again be launching an online auction in October in support of tree planting initiatives across its 4,441 square-kilometer watershed jurisdiction in Eastern Ontario.

Building on the success of last year's "Art for Trees" auction which raised nearly \$6,500 for the Authority's spring 2021 planting season, "South Nation Wood Creations" will feature dozens of wood ware products such as furniture, signs, and charcuterie boards, hand-crafted by talented artisans from across the region.

Since 1990, SNC has planted more than 3.4 million trees across its watershed jurisdiction thanks to community and municipal partnerships and fundraising initiatives. Over 230,000 trees were planted by SNC in 2020; but, with your support, we are hoping to surpass this number in 2022 to set an all-time record for the highest number of trees planted in one year by the SNC. Nearly 200,000 trees are already reserved for projects next spring.

As we continue to adjust operations due to the ongoing pandemic, the South Nation Wood Creations Auction is yet another example of how SNC has adapted to working, fundraising, and engaging with its partner municipalities and residents during these times. Thank you for your continued support and partnership of SNC's tree planting programs.

Information on the Wood Auction can be found at: [www.nation.on.ca/fall-fundraiser](http://www.nation.on.ca/fall-fundraiser).

Please contact Shannon Gutoskie, SNC Communications Specialist at [sgutoskie@nation.on.ca](mailto:sgutoskie@nation.on.ca) or 1-877-984-2948 for more information!

John Mesman  
Team Lead, Community Lands and Outreach  
South Nation Conservation



## Mémoire

**Destinataires :** Maire Bryan McGillis, DG Debi LucasSwitzer  
Canton de South Stormont  
**De :** John Mesman, chef d'équipe, Terres communautaires et sensibilisation  
**Date:** Le 24 septembre 2021  
**OBJET :** **Vente aux enchères en ligne de Créations en bois de la Nation Sud - Collecte de fonds d'automne**

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La Conservation de la Nation Sud (CNS) lancera de nouveau une vente aux enchères en ligne en octobre pour soutenir les initiatives de plantation d'arbres dans son bassin versant de 4 441 km<sup>2</sup> dans l'Est de l'Ontario.

Fort du succès de la vente aux enchères « Art et Arbres » de l'an dernier, qui a permis de recueillir près de 6 500 \$ pour la saison de plantation du printemps 2021 de l'Office, « Créations en bois de la Nation Sud » présentera des dizaines de produits en bois, tels que des meubles, des enseignes des œuvres d'art, et des planches à charcuterie, fabriqués à la main par des artisans talentueux de toute la région.

Depuis 1990, la CNS a planté plus de 3,4 millions d'arbres dans son bassin versant grâce à des partenariats communautaires et municipaux et à des initiatives de collecte de fonds. Plus de 230 000 arbres ont été plantés par la CNS en 2020 ; mais, avec votre soutien, nous espérons dépasser ce chiffre en 2022 pour établir un record historique du plus grand nombre d'arbres plantés en une année par la CNS. Près de 200 000 arbres sont déjà réservés pour des projets au printemps prochain.

Alors que nous continuons à ajuster nos opérations en raison de la pandémie en cours, la vente aux enchères de Créations en bois de la Nation Sud est un autre exemple de la façon dont la CNS s'est adaptée pour travailler, collecter des fonds et s'engager auprès de ses municipalités partenaires et de ses résidents pendant cette période.

Nous vous remercions de votre soutien continu et de votre partenariat avec les programmes de plantation d'arbres de la CNS.

Vous trouverez des renseignements sur l'encan de bois à l'adresse suivante : <https://bit.ly/3CKKor6>.

Pour de plus amples renseignements, veuillez communiquer avec Shannon Gutoskie, spécialiste des communications de la CNS, à [sgutoskie@nation.on.ca](mailto:sgutoskie@nation.on.ca) ou au 1-877-984-2948 !

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John Mesman  
Chef d'équipe, Terres communautaires et sensibilisation  
Conservation de la Nation Sud



### MEMORANDUM

**To:** Township of South Stormont Council, CAO, and Clerk  
**From:** Lisa Van De Ligt, Team Lead, Communications and Stewardship  
**Date:** October 7, 2021  
**Subject:** RRCA Board of Directors meeting highlights (September 16, 2021)

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

Following every Board meeting, councils, CAOs and clerks of the RRCA's 5 member municipalities are sent meeting highlights and the date of the next meeting. The RRCA Board meets monthly (except for July, August, and December).

#### September 16, 2021 RRCA Board of Directors Meeting Highlights

- Approved minutes from the June 17 and July 15, 2021 Board of Directors meetings can be found at <http://www.rrca.on.ca/page.php?id=15>.
- Board received an update on RRCA operations during the COVID-19 pandemic:
  - RRCA staff are available by e-mail, phone, and to meet virtually. When required, in-person meetings can be arranged with precautionary measures in place. Staff are currently investigating options to safely re-open the Administration Office to the public.
  - RRCA Conservation Areas: trails and washroom facilities are open at Cooper Marsh, Gray's Creek, and Charlottenburgh Park
- Board approved Employee Manual amendments.
- Board approved the submission of four funding applications to support stewardship projects on private land, and biodiversity enhancements, invasive species management, and education resources at Cooper Marsh Conservation Area.

**Next RRCA Board meeting date: October 21, 2021**

**Township of South Stormont**  
MONTHLY ACTIVITY SUMMARY  
Chief Administrative Officer



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**To:** Council  
**From:** Debi LucasSwitzer  
**Date of Meeting:** October 13, 2021  
**Reporting Month:** September 2021  
**Subject:** Monthly Activity Summary-CAO, Economic Development/Communications, Human Resources

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**Work Completed:**

- Regular Directors meetings, individual and collective
- Directors' leadership, values training & follow - up
- HRIS software demonstrations, needs meetings
- HR policies reviews
- Preliminary budget discussions
- Vaccination policy meetings area & County CAO's
- Quarterly CAO meeting
- Council meeting reports prepared and reviewed
- Reviewing preliminary budget considerations
- Reviewing assorted HR policies
- Avenue 31 meetings re Long Sault Logistics Village
- Addressing resident concerns regarding neighbouring properties, Island 31 woodlot

**HR Work Completed:**

- Onboarding of Parks and Recreation Coordinator
- Records Management items for CAO
- Prepared and transmitted assorted correspondence for CAO
- Personnel related items
- HR and Health and Safety Policy development and review
- Draft and Research Vaccination Policy
- Completed JHSC Part One Training

**Communications/Econ Dev't Work Completed:**

- Completed the Fall/Winter Community Guide
- Trained new P&R Coordinator on website Content Management System and communications software
- Regional Incentives Program Approval Committee
- Changes made to Finance webpages to improve clarity and add information

- Reviewed with Director Planning Long Sault Industrial Park Certified Site application.
- Met with Raisin Region Conservation Authority to discuss tree planting project on Township property behind office/OPP building.
- Developed communications plan, contest, and educational video for Fire Prevention Week
- Investigated 401 entrance signage with Tourism-Oriented Directional Signage (TODS)

### **Work in Progress:**

- Implementing Vaccination policy
- Budget preparation, public consultation elements & project proposal reviews
- Speak Up South Stormont community consultation budget information package development
- Implementing Succession Plan Policy & current process as approved
- Ingleside Medical Clinic, space reconfiguration
- Arena Solar Panel project
- Beaches property, review of consultant report
- Human Resources Planning, organizational development/design
- HR and Health and Safety policies development and review
- Implementation of HRIS software
- Review training/onboarding program to improve processes
- Directors' leadership, values training
- Water systems review with 2 other municipalities for possible Intake 3 Municipal Modernization grant application related to efficiencies, costs, improvement in processes, etc.



**Township of South Stormont**  
MONTHLY ACTIVITY SUMMARY  
Administration and Corporate Services



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**To:** Council  
**From:** Loriann Harbers  
**Date of Meeting:** October 13, 2021  
**Reporting Month:** September 2021  
**Subject:** Monthly Activity Summary-Director of Corporate Services/Clerk

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**Work Completed:**

Corporate Services

- Preparation of reports and correspondence related to Council meetings (Regular, Special and Committee of the Whole Council Meetings and Committee of Adjustment Meetings)
- Processing daily messages and service requests including tax and utility, building permits, burn permits, landfill questions, by-law and miscellaneous Covid-19 related inquiries.
- Assist with other cemetery reporting / inquiries – Union and Waterdown
- eScribe webinar (usability/upcoming enhancements) and eScribe training and support for Planning / COA meeting
- Building Permit Scan project (nearing completion)
- Issuing marriage licences
- Cloudpermit / ProWare import Day to day IT issues and requests
- AccessE11 Request, inquiries, and complaints – **98** Complaints for the month of September 2021

**Work in Progress:**

- Multiple Vendor meetings to co-ordinate software implementation and integration due to Municipal Modernization Program Intake #2 Funding
  - Asset Management
  - Work Order System
  - Human Resource Information System
  - Electronic Time Sheets
  - Planning Software
  - Fuel System
  - Parks and Recreation Software
  - Records Management System
- Business Continuity and IT Governance project meetings
- Grant application research in advance of Municipal Modernization Intake #3
- Questica / Vadim integration
- ICO / Vadim integration (volunteer firefighter payroll)
- Corporate Services budget for 2022-2026
- Preparations for 2020 Municipal Elections

- Raisin River Heritage Centre Project
- Delegation of Authority Review
- Noise / nuisance by-law research
- Firearms by-law research and meetings
- Signage by-law review
- Fire and Rescue Establishing by-law
- Closed meeting investigator contract
- Willy Allan Road transfer project
- Coordination of marriage license / officiants
- On-going activity Freedom of Information files (2)
- Land Sale activities (6 files underway)
- Maintenance of legal files
- Personnel related meeting(s)
- Cloudpermit meetings (import project; outstanding issues/requests)

**Township of South Stormont**  
MONTHLY ACTIVITY SUMMARY  
Finance Department



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**To:** Council  
**From:** Yun Ke Ni  
**Date of Meeting:** October 13, 2021  
**Reporting Month:** September 2021  
**Subject:** Monthly Activity Summary-Director of Finance/Treasurer

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**Work Completed:**

- Reclassify reserve and reserve funds in Vadim.
- 2020 Financial information return completed.
- Utility account recoding implementation.
- Property Tax arrears letters completed.
- Billing & Collection policy update.
- Budget process flowchart.
- Cash receiving process flowchart.
- Property tax new GL accounts analysis & reclassification.
- Bank Reconciliation procedure.
- Fleet insurance & fuel expenses analysis.
- 2022-24 Budget:
  - 1. 3 years fleet expenses & reserve contribution forecasting
  - 2. 3 years wage & benefit forecasting
  - 3. First draft of 3 years operating budgets

**Work in Progress:**

- 2022-24 3 years budgeting
  - 1. 5 years capital assets replacement projection.
  - 2. Departmental training.
  - 3. 3 years capital projection.
  - 4. 3 years tax rate analysis.
  - 5. 3 years financial strategic analysis
- Development charge study: communicate with consultant and prepare related financial information.
- Taxation reconciliation.
- Payroll timesheet system analysis.
- Grant & funding procedure.
- Accounts Receivable new accounts establishing.
- 2022 Municipal grants application process.
- 2021 year-end closing preparation.
- Audit preparations check list.
- 2021 Interim audit (November 14 & 25)
- Debt management policy.
- Finance team building presentations.

**Township of South Stormont**  
MONTHLY ACTIVITY SUMMARY  
Fire and Rescue Department



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**To:** Council  
**From:** Gilles Crepeau, Fire Chief  
**Date of Meeting:** October 13, 2021  
**Reporting Month:** September 2021  
**Subject:** Monthly Activity Summary - Fire Chief

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**Work Completed:**

- Weekly SMT Meetings
- Weekly EOHU Updates
- Weekly Meetings with FPPEO & MLEO
- Regular Council Meetings
- Monthly SDG Chiefs Meetings
- Monthly S.S Chiefs Meeting
- P/T-4 RFQ Awarded
- Live Burn Training Completed
- Silo Training Completed

**Work in Progress:**

- Installation sign at St Andrews West Fire Hall
- Review SSFR SOG
- Fit Testing for N-95 masks
- Review By-Laws
- Tabletop Exercise for Emergency Response C.N. Representatives
- 3 Year Capital Budget
- Pump Ops Course
- Dillion Consulting CRP/ FMP
- F/F 1&2 NFPA certification
- Ordering Bunker gear
- Ongoing By-Law Enforcement
- Cornwall Dispatch Agreement
- Tiered Response Agreement
- Long Service Awards
- Review Fire By-Law

**Total Calls for Service: 21 Incidents**

Station Training

Station 1	Station 2	Station 3	Station 4
	Auto Extrication		

**Fire Prevention and Public Education:**

- Inspections: 4
- Meeting with Woodland Villa Fire Safety requirements for new building
- Meeting with Building department for tire storage
- Meeting with Sunset Cove Fire Safety Plan
- Plan reviews for Wills Transfer & 2 Structure Drive
- CN First Responder Training
- Attended OMPOA Meeting
- Attended webinar for 1033 requirements
- Responded to 4 fire responses Fire Cause and Determination for Speer Rd

**Municipal Law Enforcement Officer:**

Closed Cases	19
Ongoing Investigation	148

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**To:** Council  
**From:** Kevin Amelotte, Director of Parks and Recreation  
**Date of Meeting:** October 13, 2021  
**Reporting Month:** September 2021  
**Subject:** Monthly Activity Summary

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**Work Completed:**

- Removal of rotten tree stumps from various park locations.
- Approved construction of basketball court in Ingleside.
- Construction of multi-use path in Arnold Bethune Memorial Park.
- Submission of Ontario Trillium Foundation grant for Multi-Use Path.
- Closure of the St. Andrews West Outdoor Pool.
- Ice making and painting of the Long Sault Arena
- Commencement and initial training of new Parks and Rec Coordinator
- Install of software to digitize the dressing room scheduled at the arena.
- Interviews and training for student positions at the Long Sault Arena.
- Community Guide information for all facilities and available programs.
- Organizing presentations for the South Stormont Volunteers of the Year.

**Work in Progress:**

- Landscaping of multi-use path in Arnold Bethune Memorial Park.
- Continued changes to policies for operations of facilities during COVID-19
- Research for Recreation Asset Management Software (Corp. Services)
- Repairs and painting of Stuart House at the Lost Villages Museum
- Foundation and exterior repairs to the Blacksmith Shop at the Museum
- Preparation for the reopening of facilities following the lockdown
- Feasibility study for multi-use trail system along pipeline corridor
- Feasibility of renting Lancer Community Centre for purpose of programs
- On-going facility scheduling for the Long Sault Arena and Community Hall
- Closure of outdoor washroom facilities
- Commence support for outdoor rink volunteers and continued minor repairs
- Installation of new commercial hot water tank for the Long Sault Arena
- Closure of splash pad facilities
- 2022 Budget preparation and review
- Load capacity analysis for roof at the Long Sault Arena
- Create RFP documents for ICIP Pavilion Projects in 2022
- Reporting for ICIP play structure projects and Multi-Use Path project
- Construction of play structures in Long Sault and Rosedale Terrace
- Tree planting project at Town Hall Property with Conservation Authority

**Township of South Stormont**  
MONTHLY ACTIVITY SUMMARY  
Planning and Building Department



**To:** Council  
**From:** Karl Doyle, Director of Planning and Building  
**Date of Meeting:** October 13, 2021  
**Reporting Month:** September 2021  
**Subject:** Monthly Activity Summary - Director of Planning/Building

**Work Completed:**

- Council, Public and Committee of Adjustment meetings
- Subdivision agreements (Fenton, Lalande, Stonegate)
- Met over phone, Teams or in person with individuals regarding development applications, zoning letters for property purchases, regular planning inquiries.
- Meetings with Strategy Corp

*Delegated Authority*

- B-151-21: Lot Creation

*Planning Processes:*

The following table provides an overview of the number of planning applications/processes administered by the Township

Process/Application	2019	2020	2021
Consents	22	23	41
Zoning Amendment	14	10	5
Official Plan Amendment	1	0	1
Minor Variances	20	12	11
LPAT Hearings	1	2	1
Site Plan Control	6	5	7
Part Lot Control	1	7	0
Removal of Holding	1	2	1
Temporary Use By-law	1	0	1
Deeming By-law	0	0	0
Draft Plan Sub. Approved Lots	24	0	43
Registered Sub. Lots	0	24	0

**Work in Progress:**

- New subdivision and associated zoning by-law amendment application has been received and will be brought forth to Council October 23<sup>rd</sup>, 2021
- Site plan amendment application received for Wills Transfer, 2 Product Structured Drive and McBride Storage
- Finalizing Catherine and Lepage Street acquisition, Reference Plan Registered

- Finalizing Catherine and Lepage Street ZBLA, subsequent Council meeting
- Working with CBO and MLEO on enforcement matters
- Cloudpermit implementation permits
- Cloudpermit implementation planning
- Development Charges Study is underway, meetings and compiled background data
- Ingleside Sewer Capacity By-law, meeting with consultant
- Working with Public Works on Long Sault Industrial Park expansion, Draft Reference plan has been received
- Ongoing discussions and updates provided to future land owners in the Long Sault Industrial Park
- Public meetings and hearings are virtual until further notice
- Meetings ongoing regarding LPAT appeal.

### Building Department Activities

Building Permit statistics report for September 2021 with a comparison to September 2020:

#### September 2021

Permits	Permits Issued 2021		Same Period 2020		Difference	
	August	YTD	August	YTD	August	YTD
<b>Residential</b>						
<b>Total Units</b>	<b>2</b>	<b>75</b>	<b>14</b>	<b>60</b>	<b>-12</b>	<b>15</b>
Single	2	60	12	49	-10	11
Semi	0	1	1	7	-1	-6
Rowhouse	0	1	0	0	0	1
Apartment	0	0	0	0	0	0
Additions/Renos	3	28	5	31	-2	-3
Accessory Bldgs	6	30	5	30	1	0
Commercial	0	2	2	2	-2	0
Add/Reno/Access	0	2	0	0	0	2
Industrial	1	1	0	3	1	-2
Add/Reno/Access	0	1	0	0	0	1
Institutional	0	0	0	0	0	0
Add/Reno/Access	0	0	1	1	-1	-1
Demolition	0	4	1	5	-1	-1
Pools	1	16	0	18	1	-2
Other (Farm/Tent/Solar)	3	6	1	11	2	-5
<b>TOTAL</b>	<b>16</b>	<b>152</b>	<b>28</b>	<b>157</b>	<b>-12</b>	<b>-5</b>
<b>Total Construction Value</b>						
Month	\$1,811,000.00		\$1,068,546.00		\$742,454.00	
YTD	\$23,627,878.00		\$18,227,940.00		\$5,399,938.00	



## Work Completed:

- The department issued 16 building permits.
- The department carried out 160 building inspections.
- The department released 4 grading deposits
- The department closed 5 building permits (see below).

Permit Number	Issue Date	Address	Work Description	Closed Date
2021-2	2021-03-02	36 ABAGAIL CR	POOL	2021-09-16
2020-134	2020-09-03	15709 SAVING ST	SINGLE FAMILY DWELLING	2021-09-08
2020-127	2020-08-17	11 OUELLETTE AVE	GARAGE REPAIR	2021-09-18
2020-059	2020-06-19	12 DALE STREET	STORAGE SHED	2021-09-14
2018-094	2018-08-01	14 CONNER CRES	SINGLE FAMILY DWELLING	2021-09-07
Total				5

## Work Completed/Activities:

- Registration of Orders to Comply – 2 properties registered Re: Building without permits and occupancy without an occupancy permit.
- Complaint re: Lot grading – Survey and proposed profile completed and provided to both parties. Required re-grading of swale will be completed by the end of October 2021.
- Complaint re: lot grading – Chantaine Drive.
  - Met owner onsite and reviewed P. Eng. approval report. Owner will review options with his P. Eng.
- Complaint re: Subdivision drainage.
  - Reviewed with P. Eng. – grading will be completed within two weeks.
- Site Development – Lot grading review and comments.
- Attended development meeting – Structured Products Drive
- Conditional building permit issued – Structured Products Drive.
- Attended department & inter-department meetings (boardroom/team/zoom).

## Work in Progress:

- Cloudpermit – continue to work with software provider to address outstanding issues.
- Wales Village Subdivision/Manning Road rear lot grading project.
  - Construction has been completed with a minor touch-up on one remaining property (scheduled to be complete - Oct./21).
- Marlborough Place - 31 Bethune
  - Staff met onsite with Owner, Contractor, Architect and Engineer to review outstanding concerns and proposed design revisions.

- The newly appointed Architect and Engineer of record will provide revised plans, confirm construction compliance and provide General Review commitment reports for all work completed to date.
- Woodlands Villa Addition/Renovation
  - Construction is ongoing.
- Review and comment on planning application circulations.
- Monthly building permit statistics/information report provided to MPAC, CMHC, Tarion, Stats. Can. & South Stormont Website.
- Open building permits – Staff continue to work on closing dormant files.
- Lot grading review and/or release of deposits.
  - Note: Lot Grading GIS layer to be initiated as part of 2021 budget.
- Building inspection, reports, code compliance, reviews & interpretations.
- On-going meetings with developers, contractors, agencies and property owners to review development proposals.
- Lawyer's letters prepared regarding outstanding Ontario Building Code work order/inspection reports.

**Township of South Stormont**  
MONTHLY ACTIVITY SUMMARY  
Public Works Operations



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**To:** Council  
**From:** Ross Gellately, Director of Public Works  
**Date of Meeting:** October 13, 2021  
**Reporting Month:** September 2021  
**Subject:** Monthly Activity Summary - Director of Public Works

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**Work Completed:**

- Regular Director and PW staff meetings
- Capital projects completed:
  - Valade Road Bridge rehabilitation
  - Myers Road reconstruction
  - Duffy's Road construction
  - East Industrial Park Road construction
  - Lakeside Drive/East Island Road Engineering
- OSIM Bridge Inspections.

**Work in Progress:**

- 2022 Budget preparations
- Asset Management Plan development
  - Asset Management Software
    - Input new assets.
    - Review existing assets.
  - Risk assessments.
- Ingleside Wastewater Treatment Plant Design
  - Continued detailed design modifications.
- Kraft Heinz Arbitration
  - Waiting on response from Kraft Heinz legal team
- Lactalis
  - WWTP needs discussions
- Consultation with SLPC – Sewer and Water projects
- Lunenburg Village Drain – modifications/Engineers Report.
- Tender/RFQ preparation:
  - LSWWTP - HVAC makeup air replacement – Closes Oct. 19
  - LSWTP - Permeate header repairs – Closes Oct. 19
  - Parking Lot Snow Removal – report Oct. 13
- Regional Waste Management Study
- Operations meetings with Caneau
  - Operations updates.
  - Asset Management.
    - Equipment listing
    - Equipment Condition Ratings

- Capital project coordination.
  - LSWTP – Permeate header repairs
  - LSSTP – HVAC Air Exchanger Replacement
  - LSSTP – Bar Screen Degritter replacement
- Forrester Branch Drain relocation
  - *Drainage Act* amendment review/consideration.
- Project Management/Coordination
  - Trillium Landfill Contamination Attenuation Zone acquisition.
  - St. Lawrence Medical Clinic Renovations
  - Lefebvre Road Bridge Engineering
  - Long Sault EMS in floor heating/boiler issues

**Township of South Stormont**  
KEY INFORMATION REPORT  
Administration and Corporate Services



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**To:** Council  
**From:** Loriann Harbers, Director of Corporate Services/Clerk  
**Date of Meeting:** October 13, 2021  
**Subject:** Notice of Annual Budget Deliberations

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**Background:**

The Township adopted a Public Notice Policy in 2015 that states:

"The Corporation of the Township of South Stormont is an accountable and transparent organization that believes that its residents should be made aware of the business of the municipality."

Each year, the Township conducts meetings for purposes of budget deliberation and Council deems it appropriate to provide notice to the public of these sessions.

For 2021, budget meeting dates have been set for:

- Wednesday, November 3, 2021 at 9 AM; and
- Wednesday, November 17, 2021 at 5 PM.

The meetings will be livestreamed and recorded and are available from the Township's website: <https://www.southstormont.ca/en/town-hall/council-meetings.aspx>

Moreover, pursuant to the Township's Public Engagement Guidelines, the Township recognizes that public engagement is a vital part of local democracy and is committed to integrating public engagement in decision-making.

For the 2022 budget deliberation process, invitations for public input and ideas will be advertised in coming week(s). Compiled suggestions will be presented to Council for consideration through the budget process.



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**To:** Council  
**From:** Loriann Harbers, Director of Corporate Services/Clerk  
**Date of Meeting:** October 13, 2021  
**Subject:** Public Petitions Policy

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**Background:**

Throughout 2021, Corporate Services has been conducting a governance review. This has included our closed meeting processes, our procedural by-law, delegation of authority and complaint/request tracking. The Township's petition policy has been included in the review.

At the September 22, 2021 meeting, Council approved a new procedural by-law that allows the submission of petitions in an electronic format. This policy is related to the submission of electronic petitions.

**Discussion:**

The proposed Public Petitions Policy contains consistent requirements for both paper-based and electronic petitions. The policy provides an overview of petitions, specific petition requirements and outlines the submission process for petitions relating to an upcoming agenda item and petitions that are introducing new business.

The Public Petitions Policy stipulates that anyone who is a resident, business owner or property owner within the Township of South Stormont can bring forward and sign petitions. Staff will do an initial review of each petition to ensure policy requirements have been met but are not recommending that signatures be validated due to the amount of staff time it would require and the lack of an accurate source of information to verify names and addresses against.

Staff are also recommending that the use of external petition websites not be accepted as a form of electronic petition as there is no way to regulate or control the content of petitions generated through external websites and many of the requirements of the policy would not be met. Petitions submitted in this manner may be included under consent items if the subject matter is related to an agenda item.

Previously, petitions were only permitted in a paper-based format and electronic petitions were not accepted. Staff recommended including this feature in the Procedural By-law to support a more modern and flexible approach.

## **Public Petitions Policy**

The proposed Public Petitions Policy is attached to this report. Currently, the Township has no formal policy or procedure in place for members of the public to submit a petition, aside from the petition provisions outlined in the Procedural By-law. The proposed Public Petitions Policy contains consistent requirements for both paper-based and electronic petitions and aims to make the process for submitting petitions less cumbersome and more transparent for members of the public.

Specific elements of the policy include:

- The petition request must be within the authority of Council.
- Contact information must be provided for the petition organizer who has initiated and is the main contact for the petition.
- Original signatures are required for paper-based petitions. Email addresses must be provided in place of an original signature for electronic petitions.
- Both original and electronic petitions will require a South Stormont address
- A statement regarding the collection of personal information must be included on each page of the petition so petitioners are aware their information may be made public.

For convenience, a petition form has been created and attached to the Public Petitions Policy that may be used for both paper-based and electronic petitions

Following the submission of a petition that meets the requirements outlined in the Public Petitions Policy, it will be handled in one of two ways depending on the subject matter. Petitions relating to a current or upcoming agenda item will be included as part of the agenda package for the meeting where the item is being heard.

Petitions introducing new business that are not related to a current or upcoming agenda item will be included as a consent item on a forthcoming agenda.

## **Validating Signatures**

Staff recognize that a petition can be most effective when the information contained in it is accurate and verifiable. While the Public Petitions Policy stipulates that only residents, business owners or property owners within the Township of South Stormont can bring forward or sign petitions, it would be difficult and time consuming to verify this information for every signature on a petition. Different sources would have to be used to verify names and addresses.

As a result, staff are not recommending that signatures on petitions submitted be verified. However, staff will conduct a cursory review of any submitted petitions to ensure that the requirements outlined in the Public Petitions Policy have been met and will flag any glaring inconsistencies or addresses provided that are outside of the Township of South Stormont.

**External Petition Websites**

Staff are recommending that petitions submitted through an external petition website, such as [www.change.org](http://www.change.org), not be accepted as a form of electronic petition as outlined in the Public Petitions Policy. As there is no way to regulate or control the content of petitions generated through external websites, many of the requirements of the policy would not be met. For example, [www.change.org](http://www.change.org) only requires signatories to provide a postal code rather than a full address. This would make it even more difficult to regulate who can sign these types of petitions. In reviewing best practices, many municipalities' petition policies are silent on whether they will accept petitions from external websites. Staff are recommending that petitions submitted through an external website can still be included, but they will not be reviewed by staff in any manner or considered as a formal petition as outlined in the Public Petitions Policy.

**Next Steps**

This Key Information Report has been prepared to provide the draft Public Petitions Policy for Council's consideration. In coming weeks staff will collect comments, both from the public via "Speak Up South Stormont" and Council.

Comments will be compiled and a final Public Petitions Policy will be presented for Council's consideration at the November 10, 2021 meeting.





## TOWNSHIP OF SOUTH STORMONT

Title: Public Petitions Policy - **DRAFT**

Policy Category: Corporate

Effective Date:

Revision Date:

### Policy Statement

The Public Petitions Policy provides consistent requirements for both paper-based and electronic petitions. The policy provides an overview of petitions, specific petition requirements and outlines the submission process for petitions.

### Purpose

This policy outlines the Township of South Stormont procedure for receiving electronic and paper-based petitions.

### Scope

This policy applies to petitions submitted to the Township of South Stormont.

### Objectives

The Public Petitions Policy contains consistent requirements for both paper-based and electronic petitions and aims to make the process for submitting petitions less cumbersome and more transparent for members of the public.

### Policy

#### Overview of Petitions

- Petitions are a way for residents to communicate their opinions to members of Council and bring attention to a matter of public interest or concern that is within the authority of Council.
- Matters that are administrative or operational in nature should be first raised with Township staff in the relevant department.
- Anyone who is a resident, business owner or property owner within the Township of South Stormont can bring forward and sign petitions.
- All petitions are subject to specific requirements outlined below, which help to ensure their authenticity and validity.
- This policy shall not limit any statutory petition process outlined in relevant legislation.

#### Petition Requirements

- Petitions may be submitted in an electronic or paper-based format.
- For convenience, the Corporate Services has created a form that petition organizers can use (see Appendix A).
- Other forms may be accepted, provided that the following requirements have been met:

- a. Petitions must be addressed to Council.
- b. Petitions must request a particular action to be taken that is within the authority of Council. The petition request should be stated at the top of each page of the petition.
- c. The petition organizer's name and contact information must be provided.
- d. For paper-based petitions, each petitioner must provide their name, full address and original signature.
- e. For electronic petitions, each petitioner must provide their name, full address and valid email address in place of an original signature.
- f. Each page of the petition must include the following statement regarding the collection of personal information:

**Collection of personal information:**

Personal information is being collected and will be used for the purpose of informing Council as to your views on a matter of public interest or concern as specified in this petition. Your information may be made public through the course of a meeting and corresponding agendas and minutes and/or distributed. as part of the Information Items.

Personal information, as defined by Section 2 of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), is collected under the authority of the Municipal Act, 2001, and will be maintained for the purpose of creating a record that is available to the general public in accordance with the provisions of MFIPPA.

If you have questions about the collection, use or disclosure of this personal information please call 613-534-8889, email [info@southstormont.ca](mailto:info@southstormont.ca).

- Petitions containing defamatory or obscene content, as defined in the Township's Procedural By-law, will not be accepted.
- Petitions submitted via an external petition website (e.g. change.org) will not be accepted as a formal petition but may be included as correspondence on a Council agenda if the subject is related to an upcoming agenda item.

**Submission Process**

- Paper-based petitions containing original signatures and meeting the above requirements should be sent by mail to the Township office to the attention of the Clerk's Office or delivered in person.
- Electronic petitions meeting the above requirements should be emailed to [info@southstormont.ca](mailto:info@southstormont.ca)
- The Clerk's Office will confirm receipt with the petition organizer and describe how the petition will be dealt with.

### **Petitions Relating to an Agenda Item**

- Petitions relating to an item on an upcoming regular meeting agenda will be included as part of the agenda package for the meeting where the item is being heard.
- The deadline to submit a petition in relation to an item on an agenda is 10:00 a.m. on the Friday before the meeting.

### **Petitions Introducing New Business**

- Petitions that are introducing new business and are not related to an item on a current or upcoming agenda will be circulated as part of the Information Items.
- Petitions to be circulated as part of the Information Items must contain a minimum of 5 signatures.
- Petitions related to the same topic as a petition that has already been included on the Information Items over the previous 12 months will not be accepted.

### **Monitoring and Compliance**

The Public Petitions Policy will be reviewed in conjunction with the 2022-2025 governance review.

The Director of Corporate Services/Clerk will be responsible for the Public Petitions Policy.

### **Authority and Related Policies**

Legislated Requirements:
<ul style="list-style-type: none"><li>• Municipal Freedom of Information and Protection of Privacy Act</li></ul>
Related Policies/By-laws:
<ul style="list-style-type: none"><li>• By-law No. 2021-069, Procedural By-law</li></ul>

### **Definitions**

**Petition** means a formal written request made to Council for a particular action to be taken or to voice an opinion on a matter.

**Petition Organizer** means the person who has initiated and is the main contact for the petition.

### **Contact**

For more information on this policy, contact:  
Corporate Services Department  
Township of South Stormont  
P.O. Box 84, 2 Mille Roches Road  
Long Sault, ON K0C 1P0  
613-534-8889

## TOWNSHIP OF SOUTH STORMONT

### Appendix A – Petition Form

#### HOW TO SUBMIT A PETITION

Paper-based petitions containing original signatures should be hand delivered or sent by mail to:

Township of South Stormont  
Attention: Corporate Services  
PO Box 84,  
2 Mille Roches Road  
Long Sault, Ontario  
K0C 1P0

Electronic petitions should be emailed to [info@southstormont.ca](mailto:info@southstormont.ca).

#### PETITION INFORMATION

**Date:** \_\_\_\_\_

**Petition subject matter:**

(Briefly state the subject matter of your petition and the request for action within the authority of the Township of South Stormont)

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**Total number of signatures:** \_\_\_\_\_

**Petition organizer:**

First and last name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**Petition Statement:**

**We, the undersigned, petition the Township of South Stormont Council as follows:**

(Briefly state the subject matter of your petition and the request for action within the authority of Council.)

First and Last Name	Address in the Township of South Stormont	Signature (for electronic petitions, an email address must be provided in place of an original signature)

**Collection of personal information:**

Personal information is being collected and will be used for the purpose of informing Council as to your views on a matter of public interest or concern as specified in this petition. Your information may be made public through the course of a meeting and corresponding agendas and minutes and/or distributed as part of the Information Items. Personal information, as defined by Section 2 of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), is collected under the authority of the Municipal Act, 2001, and will be maintained for the purpose of creating a record that is available to the general public in accordance with the provisions of MFIPPA. If you have questions about the collection, use or disclosure of this personal information please call 613-534-8889 or email [info@southstormont.ca](mailto:info@southstormont.ca)

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(Briefly state the subject matter of your petition and the request for action within the authority of Council.)

First and Last Name	Address in the Township of South Stormont	Signature (for electronic petitions, an email address must be provided in place of an original signature)

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**To:** Council  
**From:** Loriann Harbers, Director of Corporate Services/Clerk  
**Date of Meeting:** October 13, 2021  
**Subject:** 2022 Municipal Election Planning

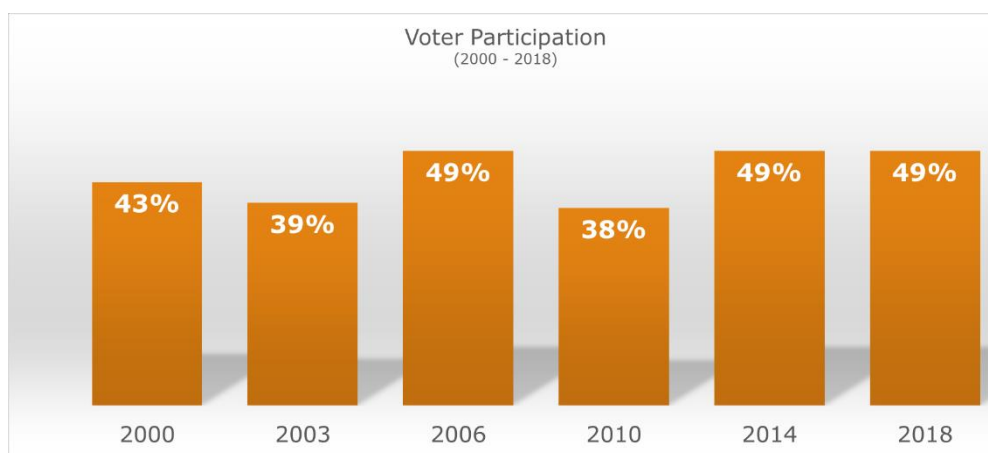
---

**Background:**

Municipal Elections will take place on October 24, 2022. As such, planning has begun and will include collaboration with municipalities in SDG.

The 2000, 2003 and 2006 Municipal Elections were conducted via internet and telephone only. In 2010 and 2014 the paper composite ballot utilizing optical scanning equipment was added and in 2018, internet and composite paper ballots were used. The use of the telephone was eliminated.

Voter turnout for 2014 was 48.57%, up from 38% in 2010 and consistent with voter turnout in 2018, 49%. The voter participation history is provided in the table below:



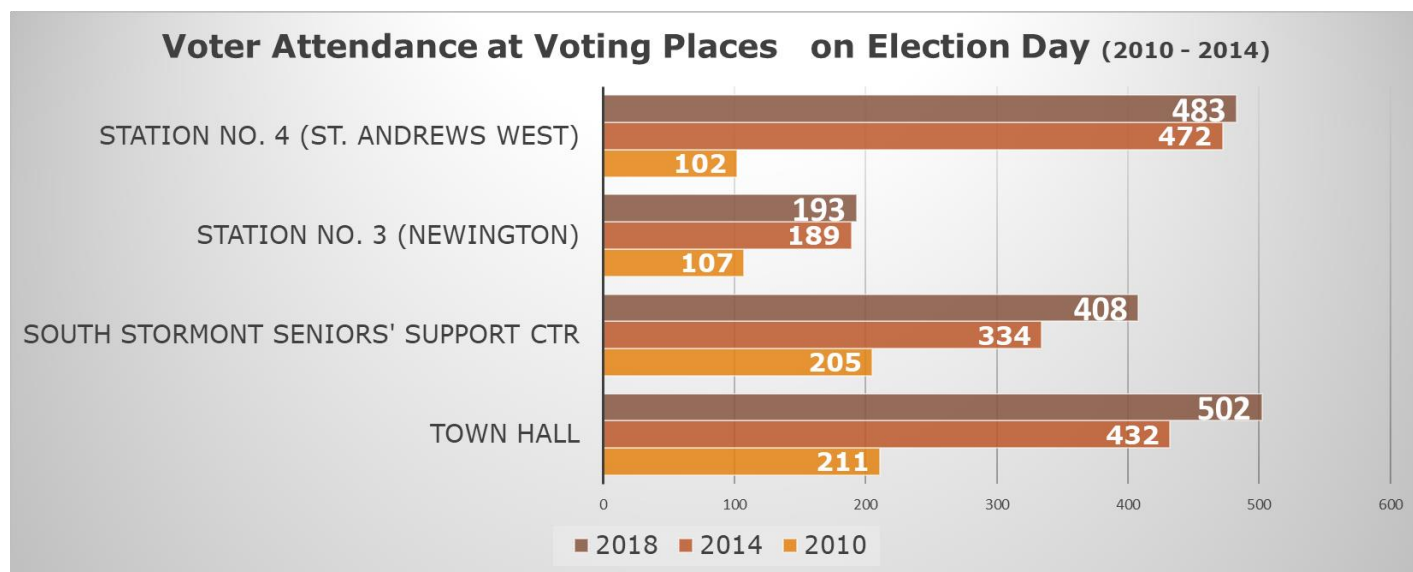
As noted, the 2018 election was conducted with internet and composite paper ballots. As illustrated below, 59% of voters used the internet option, 41% voted in person. In 2014, only 9% voted by telephone.

The proposal for the 2022 Municipal Elections is to once again provide an integrated electoral system that enables an elector to choose one of the two voting methodology options.

Some benefits include:

- Extended voting period providing greater flexibility.
- No requirement to pre-select a particular method and in the case of internet, the ability to vote from anywhere.
- Electors confirm their selections before their vote is registered when voting electronically.
- Advance poll dates are scheduled before Election Day; and
- Voting proxies are not utilized when alternative voting methods are available.

In 2010, 2014 and 2018, alternate voting places were made available for persons to vote in person on Election Day, i.e., Fire Stations. Voter attendance numbers at Voting Places is demonstrated here:



### Discussion:

This report provides an overview of 4 options to consider for the 2022 Municipal Elections. Considerations include additional costs, staff required, training, hardware rental, and internet reliability issues.

Options for Voting Places – Advance Vote and Election Day			
Option A	Option B	Option C	Option D
<ul style="list-style-type: none"> <li>Town Hall (all)</li> <li>Woodland Villa (AV)</li> </ul>	<ul style="list-style-type: none"> <li>Town Hall (all)</li> <li>Woodland Villa (AV)</li> <li>Sunset Cove (AV)</li> <li>Inglewood Court/SSSC (AV)</li> </ul>	<ul style="list-style-type: none"> <li>Town Hall (all)</li> <li>Woodland Villa (AV)</li> <li>Sunset Cove (AV)</li> <li>Inglewood Court (AV)</li> <li>South Stormont Seniors' Support Centre (AV)</li> <li>Station No. 3 (AV)</li> <li>Station No. 4 (AV)</li> </ul>	<ul style="list-style-type: none"> <li>Town Hall (all)</li> <li>Woodland Villa (AV)</li> <li>Sunset Cove (AV)</li> <li>Inglewood Court (AV)</li> <li>South Stormont Seniors' Support Centre (ED)</li> <li>Station No. 3 (ED)</li> <li>Station No. 4 (ED)</li> </ul>



## Projected Financial Overview by Option:

Estimated Budget	Option A	Option B	Option C	Option D
Advertising	\$9,050	\$9,050	\$9,050	\$9,650
Personnel	\$5,400	\$6,600	\$7,950	\$10,950
Training	\$2,200	\$2,200	\$2,700	\$3,400
Materials and Supplies	\$2,700	\$3,700	\$4,500	\$7,260
Election Service	\$37,840	\$37,840	\$37,840	\$41,117
Other	\$650	\$650	\$800	\$1,000
TOTAL ( <i>estimate</i> )	\$57,840	\$60,040	\$62,840	\$73,337

## Considerations for Improvement in 2022

A review of comments and complaints from electors, candidates, and election personnel from the 2014 and 2018 election has taken place. These included:

- Delayed response/results
- Telephone (lengthy and hard to hear and understand - 2014)
- Voter Letter tardiness
- Voter letter accurate – use of date of birth
- Access for seniors
- Scrutineers and candidates perceived behaviour at Voting Locations
- Inconsistent internet service
- Many complaints relative to the voters list

As a result, the following improvements have been made and are being considered for 2022:

- Continue with no option for telephone voting (2018)
- Increased advertising budget to include print media, door knockers, mobile signage, novelty handouts like buttons or candy – visit seniors' groups, farmers markets (2018)
- Use of additional public engagement measures, such as Bang the Table, Voter Look Up and other methods to increase awareness
- Implement Covid-19 Protocol(s), including cleaning and back up plans, i.e., Drive-by Voting Station
- Added Policies, Procedures, and Information Packages
- Increased IT Planning and Testing

## Next Steps:

A by-law authorizing alternate voting methods, based on Council's input during the October 13, 2022, regular meeting, will be presented for Council's adoption at the October 27, 2021, meeting.

Thereafter, a joint SDG RFP for election services will be issued.

**Township of South Stormont**  
KEY INFORMATION REPORT  
Finance Department



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**To:** Council  
**From:** Yun Ke Ni, Director of Finance/Treasurer  
**Date of Meeting:** October 13, 2021  
**Subject:** Revenue and Expenditure Report – Quarter 3 (2021)

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**Background:**

For Council's consideration, summary revenue and expenditure reports (July 1 – September 30, 2021) for the Township of South Stormont are attached.

Included is a summary for the general operations and water and wastewater. It is important to note that property taxes do not fund the water and wastewater operations.

**Financial Highlights - Township Operations**

**Revenue**

From the beginning of 2021, The Township has recorded \$13,822,022 revenue and it is 78% of projected revenue of 2021 budget.

\$395,766 is for fees and charges and COVID-19 still has significant impact on recreation revenue.

\$398,464 has been received for investment income and there was \$1,167,837 from outside grants.

**Expenditures**

\$10,651,862 of expenditures have been processed so far for 2021, 60% of 2021 budgeted expenditures have been processed.

\$2,398,710 of expenditures are used for capital projects and major ones are as below:

Public Works - Transportation	Myers Road Reconstruction 4 km	PT2101	196,609
Public Works - Transportation	Valade Road Bridge	PT2103	316,184
Public Works - Waste Management	Vehicles - Replacement of 2 Garbage Trucks	PW2002	266,302
Planning	in the Long Sault East Industrial Park to facilitate expansion of the park	PL2101	475,846
Parks & Recreation	Ice Resurfacer (Replacement)	PR2001	89,738
Fire Rescue	Pumper/Tanker Replacement	FR2001	504,787

## Financial Highlights - Water and Wastewater Operations

The total revenue by end of September for Water & Waste Water is \$4,711,064 and \$2,386,798 is for fees and charges.

\$3,964,564 of expenditures occurred so far in 2021 and \$1,296,005 is for capital projects. The expenditures for major projects are as below:

LS Water	Replace Train # 1 and Train # 3	WL2102	365,294
ING Water	Ingleside Water Tower Rehabilitation	WI2001	495,579
ING Sewer	Ingleside WWTP Detailed Design	SI2102	408,497

# Township of South Stormont

## Revenue & Expenditure - General Government Report

Q3 2021

	Year-Date		Annual	Budget	Remaining	%	Year To Date		Annual	Budget	Remaining
	Q1 2021	2021	Budget 2021	2021	2021		2020	Budget 2020	2020		
	Actual	Actual	Budget				Actual	Budget			
Revenue											
Taxation	20,497	7,642,136	7,558,065	-	84,071	-1%	7,397,857	7,391,215	-	6,642	
Payments-In-Lieu	470,602	470,602	504,670		34,068	7%	4,507,085	328,889	-	4,178,196	
Fees And Charges	131,945	395,766	1,208,074		812,308	67%	1,108,281	1,168,410		60,129	
Unconditional Grants	330,598	886,845	1,862,443		975,598	52%	875,670	1,572,700		697,030	
Conditional Grants	222,499	280,992	512,845		231,853	45%	568,992	925,106		356,114	
Rental Income	270,221	829,025	561,470	-	267,555	-48%	389,223	601,056		211,833	
Investment Income	272,727	398,464	351,000	-	47,464	-14%	155,404	425,000		269,596	
Donations & Others	124,653	580,100	698,550		118,450	17%	1,398,506	343,080	-	1,055,426	
Loan Funding/Debentures	-	-	2,055,950		2,055,950	100%	34,676	2,632,925		2,598,249	
Contribution From Reserves	2,338,094	2,338,094	2,368,094		30,000	1%	1,203,853	1,203,853		-	
Total Revenue	4,181,835	13,822,022	17,681,161		3,859,139	22%	17,639,547	16,592,234	-	1,047,313	
Expenditure											
General Government	1,115,822	2,237,055	4,015,898		1,778,843	44%	1,807,814	3,256,558		1,448,744	
Protection Of Persons And Property	25,448	68,433	155,250		86,817	56%	159,671	240,550		80,879	
Fire And Rescue	417,019	1,201,653	1,946,973		745,320	38%	797,226	1,858,000		1,060,774	
Parks And Recreation	567,785	1,013,189	2,231,712		1,218,523	55%	807,649	1,683,963		876,314	
Building & Planning	788,497	1,029,641	1,227,526		197,885	16%	324,995	527,650		202,655	
Economic Development	8,691	59,948	334,134		274,186	82%	201,719	512,600		310,881	
Transportation & Fleet Services	1,980,297	3,750,136	5,491,067		1,740,931	32%	3,986,691	6,401,460		2,414,769	
Waste management	571,211	1,238,975	2,130,914		891,939	42%	1,101,485	1,955,828		854,343	
Drainage	21,686	52,832	147,690		94,858	64%	53,296	155,625		102,329	
Total Expenditure	5,496,454	10,651,862	17,681,161		7,029,299	40%	9,240,546	16,592,234		7,351,688	
Total Surplus/Deficit	-	1,314,619	3,170,160	-	0	-	3,170,161	8,399,001	-	8,399,001	

# Township of South Stormont

## Revenue & Expenditure Report

### Water & Waste Water

Revenue	Q3 2021	Year-Date 2021	Annual Budget 2021	Budget Remaining 2021	% Remaining 2021	Year To Date 2020	Annual Budget 2020	Budget Remaining 2020
	Actual	Actual	Budget			Actual	Budget	
Grant								
Fees And Charges	1,368,293	2,386,798	4,424,168	2,037,370	0	2,676,809	298,553	298,553
Loan Funding/Debentures	86,555	647,519	357,561	289,958	-81%	205,693	4,130,977	1,454,168
Miscellaneous Revenue	38,235	85,467	39,437	46,030	-117%	6,450	368,770	163,077
Contribution From Reserves	1,591,280	1,591,280	1,591,280	-	0%	1,470,435	27,800	21,350
						1,470,435	1,470,435	-

Total Revenue	2,911,253	4,711,064	6,412,446	1,701,382	27%	4,359,387	6,296,535	1,937,148
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### Expenditure

Water - Administration	147,012	292,116	357,562	65,446	18%	290,493	368,770	78,277
Water - Long Sault & Ingleside	520,051	1,686,739	2,290,455	603,716	26%	756,081	1,546,760	790,679
Water - Eamers Corners	47,651	154,225	290,279	136,054	47%	91,802	295,580	203,778
Water - Newington	22,525	50,934	114,983	64,049	56%	53,005	126,530	73,525
Waste Water - Long Sault	128,287	312,633	994,547	681,914	69%	311,172	860,500	549,328
Waste Water - Ingleside	465,527	1,467,917	2,070,277	602,360	29%	1,458,281	2,745,486	1,287,205
Waste Water - Eamers Corners			2,080	2,080	100%	2,900	2,080	4,980

Total Expenditure	1,331,052	3,964,564	6,120,183	2,155,619	35%	2,957,934	5,945,706	2,987,772
Total Surplus/Deficit	1,580,201	746,500	292,263	454,237		1,401,453	350,829	1,050,624



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**To:** Council  
**From:** Yun Ke Ni, Director of Finance/Treasurer  
**Date of Meeting:** October 13, 2021  
**Subject:** BMO Term Loan Renewal for EMS Building

---

**Background:**

On January 17<sup>th</sup>, 2020, the Township entered into a renewed loan agreement with BMO for EMS building and the amount of the loan amount was \$627,405.53. The loan has since matured on August 31, 2021, and the Township has renewed the loan agreement with BMO with the interest rate of 2.27%. The amount of loan is \$584,165.55 now and the monthly payment will be \$3,040.49.

**Discussion:**

When the loan matured, staff conducted market research and BMO offered the variable and fixed rates for the bank loan on September 13<sup>th</sup>, 2021, as described below:

Variable rate loan: a variable rate loan can be paid in part or full at any time with no penalty. However, this option is tied to Prime and as such is subject to change without notice.

BMO Prime: is currently 2.45% and subject to change without notice + .75% = 3.20%

Fixed rate term loans: a fixed rate term loan cannot be paid in full or part prior to maturity date.

1 year: 1.33%  
2 years: 1.61%  
3 years: 1.86%  
4 years: 2.08%  
5 years: 2.26%  
7 years: 2.52%

The current low interest rate is the result of COVID-19 and it is expected to increase in the future. Considering the fluctuating nature of variable rates, it could cause increasing interest rate risks to the Township in the future.

It is reasonable for the Township to take safe approach for any debt that Township takes, and 5 years fixed term seems the best options for the Township. The 5

years interest rate was increased from 2.26% to 2.27% on September 21,2021 and it will keep the cash flow of the Township at the healthy level for the future.



**Company Legal Name: CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT**

**Document Name: LF986-Advice of Loan Terms**

**Customer Tracking ID: B20023121337040**

**Transaction ID: MOD-301115031**

**ATTENTION:**

**Please do not remove or discard this sheet and ensure that it is returned with the attached document(s).**



# Advice of Loan Terms



Further to our conversation, we are pleased to confirm your instructions for the following term loan renewal of the credit facility] as outlined in our Letter of Agreement:

**Date:** September 21, 2021

**Borrower Name:** CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

**Loan Type:** Fixed Rate Term Loan

**Loan Advance Amount:** \$584,165.55

**Requested Date of Advance:**

**Funds to be Credited to:** n/a

**Interest Rate:** 2.27% per annum

**Selected Term:** 60 months

**Amortization:** 239 months

**Payment Frequency:** Monthly

**Payment Type:** Blended

**Payment Amount:** \$3,040.49

**First Payment Due:**

**Maturity Date:** August 31, 2026

Thank you for your business, and I look forward to continuing to work with you to meet your financial goals.

Accepted and agreed to this 21 day of September, 2021  
(Day) (Month) (Year)

For renewals: CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

\_\_\_\_\_  
Name: Blinda Campbell BA CFP  
Title: Sr. Relationship Manager

Signature: \_\_\_\_\_

Name: David Ni



# Advice of Loan Terms

Title: \_\_\_\_\_





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**To:** Council  
**From:** Debi LucasSwitzer, CAO  
**Date of Meeting:** October 13, 2021  
**Subject:** SDG Regional Incentives Program Applicants

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### **Background**

The United Counties of Stormont, Dundas and Glengarry administers the SDG Regional Incentives Program to financially incentivize private investment in our local business community. Items such as façade and landscape improvements, building renovations, studies and permits could all be eligible for partial reimbursement.

The 2021 SDG Budget included \$250,000 to be distributed to eligible projects across the United Counties which was divided evenly across two intake periods.

Applications to the SDG Regional Program are to be submitted by the Economic Development Department of the local municipality after meeting with the applicant to review and amend applications.

### **Discussion**

The Township of South Stormont had received three applications for the latest intake for the program, two of which have been approved for funding. As there were many worthy applications, some approved projects were approved at a lower amount than requested in an effort to distribute funds to more projects to encourage them to move forward.

#### The Lost Villages Brewery

Located at 16133 County Road 36, the Lost Villages Brewery had applied for \$50,000 for a complete overhaul of the vacant building including items such as cladding, roofing, exterior patio, and building extension. The total project cost of the renovations is expected to be in excess of \$280,000.

Approved amount: \$45,000

#### Lion Motel

Located at 15965 County Road 2, the Lion Motel had applied for \$10,000 to complete an interlocking brick walkway to replace an older, cracked and unsafe walkway outside of the motel rooms. Lion Motel has received funding from both the Regional Incentives Program as well as the Township Community Improvement Plan in the past for other improvements to the property. The total project cost for this application is approximately \$27,000.

Approved amount: \$3,000

Dentistry @ Ingleside

Located at 19 Thorold Lane, Dentistry @ Ingleside had applied for \$24,025 for various projects involved in renovations and opening a new dental clinic at the Ingleside Plaza.

Unfortunately, due to a late submission, insufficient information, and lack of communication with Township personnel, the application was not as strong as others and was not approved.

Approved amount: \$0

Approved projects have 12 months to complete the projects they have been approved for.

*Prepared by: Chris Hemond, Economic Development and Communications Coordinator*

**Township of South Stormont**  
ACTION REQUEST  
Public Works Operations



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**To:** Council  
**From:** Ross Gellately  
**Date of Meeting:** October 13, 2021  
**Subject:** RFQ 22-2021 Parking Lot Snow Removal

---

**Recommendation:**

That Council award RFQ No. 22-2021, Parking Lot Snow Removal based on the 4 sections to the following:

Section 1 Long Sault – C&D Excavating LTD for a total amount of \$3,403.36.

Section 2 Ingleside - C&D Excavating LTD for a total amount of \$1,062.34.

Section 3 Ingleside - C&D Excavating LTD for a total amount of \$4,583.20.

(Rates shown are per plowing, applicable taxes excluded)

That Council authorize the Director of Public Works to execute necessary documents to complete the transactions; and

That the Director of Public Works be authorized to approach local contractors for snow clearing for Newington facilities and execute necessary documents to complete the transactions.

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**Background:**

There were 2 submissions received; a summary is provided below:

	C&D Excavating	David Brown Const.
Section 1 Long Sault	\$3,403.36	\$6,055.00
Section 2 St. Andrews West	\$1,062.34	No Bid
Section 3 Ingleside	\$4,583.20	\$5,925.00
Section 4 Newington	No Bid	No Bid

Both submissions are deemed compliant with the RFQ document.

Staff are recommending approaching local contractors for Newington facilities.

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**Alignment with Community Strategic Plan:**

Goal 1: Corporate Capacity

Objective 2.1: Servicing Capacity

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**Options:**

1. That Council award RFQ No. 22-2021 to the following (per plowing applicable taxes excluded):

Section 1 Long Sault – C&D Excavation total amount \$3,403.36

Section 2 St. Andrews West - C&D Excavation total amount \$1,062.34

Section 3 Ingleside- C&D Excavation total amount \$4,583.20  
Section 4 Newington – Director of Public Works to approach local contractors and when appropriate execute documents to complete transactions for snow clearing at Newington facilities.  
This is the recommended option.

2. Other.

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**Financial Impact:**

These expenses are included in the operations budgets for each facility.

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**Others Consulted:**

Public Works Supervisor



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**To:** Council  
**From:** Ross Gellately, Director of Public Works  
**Date of Meeting:** October 13, 2021  
**Subject:** FoodCycler 200-Unit Pilot Project

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**Recommendation:**

That Council approve the implementation of an organic material waste diversion incentive through a pilot program in partnership with Food Cycle Science, and further;

That Council approve the Municipal subsidized 200-unit FoodCycler purchase as part of the 2022 budget.

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**Executive Summary:**

Food Cycle Science, the Canadian company behind the FoodCycler™ is based out of Ottawa and our neighbour, the City of Cornwall. The company is actively working with municipalities across Canada to develop and support initiatives to divert food waste from landfills. The FoodCycler™ is marketed and sold globally under the FoodCycler™ and Vitamix™ brands. Through municipal programs, FoodCycler™ is able to offer significant discounts and support for their product.

The FoodCycler™ is a closed-loop indoor compost alternative, which speeds up the natural decomposition process through aerobic digestion of waste. The unit dries and grinds food waste into a dry, odorless nutrient rich by-product that is significantly reduced in weight and volume from its unprocessed state. The product is free from bacteria, weed seeds and food-borne pathogens that were eliminated during the process.

The FoodCycler™ is easy to use and only requires one cubic foot of space on the counter and a power outlet to get started. Food scraps are placed into the bucket and the power button pressed. The outcome of the process is a nutrient rich fertilizer that can be added to gardens. The carbon filtration system eliminates odors, making it perfect for indoor use.

The list of items that can go into the FoodCycler™ is very general. The items include; most fruit and vegetables, cereals, cheese, eggs and shells, coffee grounds, tea bags, pet food, meat, fish, poultry scraps, small bones and more.

The FoodCycler™ is not intended to eliminate backyard composting or any of the other great composting/food waste recycling processes but is an alternative. Food cycling could be one of the tools utilized in an organic waste diversion strategy.

Benefits of the FoodCycler™:

- Up to 90% volume reduction
- Quiet, compact, odourless operation
- Easy to clean, easy to operate, no special training or skills required
- Quick (compared to composting, the FoodCycler™ processes food waste in hours, instead of months)
- Produces a valuable soil amendment, low in odour and less attractive to wildlife.
- Reduces greenhouse gas (GHG) impact vs landfill.

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**Background:**

Ontario's waste stream is comprised of approximately 32% organic waste (Source: Adapted from Reports on Organic Waste Management in Ontario, prepared for the Ontario Ministry of the Environment and Climate Change, 2015). Methane gas, produced during the decomposition of organic materials in an anaerobic (no oxygen) environment such as in landfilling, is 25 times more damaging to the environment than carbon dioxide. The Province of Ontario has identified keeping food and organic waste out of the disposal stream as a high priority for the province.

The Province of Ontario Food and Organic Waste Policy Statement (published April 30, 2018) included targets for waste reduction and resource recovery of food and organic waste in larger municipalities, multi-unit residential buildings, industrial and commercial facilities, educational institutions, and hospitals from 50% to 70% by 2025. While these targets are not applicable to the Township of South Stormont, they do give an idea of the scale of diversion that is being worked on across the province.

For municipalities such as South Stormont, where targets do not apply, the policy has other requirements including:

**Section 3.3:** Municipalities shall develop and implement their own promotion and education programs aimed at preventing food waste. The focus of the education program should primarily be on reaching consumers directly through information that will assist consumers in preventing and reducing food waste.

**Section 4.6:** Where collection of food and organic waste is not provided, municipalities shall provide for the resource recovery of food and organic waste through means such as home composting, community composting and local event days.



While backyard composting is a valuable and viable tool for organics diversion, it also has its challenges. Fears about attracting wildlife and the turnaround time seem to be main issues that keep people from utilizing backyard composters.

Staff have worked with FoodCycler™ to draft a proposal for introducing the community to this new compost alternative with the goal of having 200 homes in Township of South Stormont utilizing the FoodCycler™ in the next year. The proposal includes a Municipal subsidized purchase.

Food Cycle Science is looking to receive high-quality data from the pilot program participants regarding food waste diversion, as well as receive high-quality feedback from residents, staff, and council regarding the feasibility of a FoodCycler™ food waste diversion program for the Township of South Stormont and similar communities (data to be submitted to Impact Canada). It would also demonstrate the viability of the technology and solutions in a municipal setting so the model can be redeployed in other similar communities in Canada.

This pilot program has several benefits for Township of South Stormont, such as an opportunity to trial a home-based food waste diversion solution at a cost well below market prices and increasing waste diversion rates therefore decreasing waste disposal costs.

Discussions with Food Cycle Science have indicated that based on previous pilot projects in other Canadian municipalities, the Township of South Stormont has the opportunity to divert approximately 80 Metric Tonnes of organic waste from the landfill per year with just 200 units. This would save the Township \$5,087.76 in the first year, based on current tipping fees. With these yearly tipping fee savings, it would take roughly 4 years for the Township to recoup their initial subsidized investment of \$20,000.00 plus HST.

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**Alignment with Community Strategic Plan:**

Goal 5: Strong Community

Objective 2.1: Servicing Capacity

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**Options:**

1. That Council approve the 200-unit FoodCycler™ pilot program.
2. That Council approve the FoodCycler™ pilot program with an alternative unit amount.
3. That Council does not approve the FoodCycler™ pilot program.

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**Financial Impact:**

There will be no impact to the current budgets as the pilot program would not begin until 2022.

A pilot program with 200 participating residents is proposed based on the financial contributions as follows:

\$50,000.00 plus HST for 200 Foodcycler™ Units. \$30,000.00 plus HST to be reimbursed to the Municipality through purchases of the 200 Foodcycler™ units by residents. Average cost per household per Foodcycler™ unit is \$150.00 plus HST. Based on the anticipated waste disposal tipping fee savings from organic tonnes diverted from landfill, it will take approximately 4 years to recoup the \$20,000.00 plus HST the Township invested.

**Disposal Costs:** \$62.35/MT  
**Annual Increase:** 2%  
**FoodCycler Annual Diversion:** 80 MT (1 kg/cycle \* ~1.1 cycles/day = 400 kg/year/unit \* 200 units)  
**Municipal Investment:** \$20,000.00 (\$100.00 per unit \* 200 units)

Year	Municipal Investment	MT Diverted	Disposal Fee per MT	Direct Savings on Disposal	Net Direct Savings
0	\$20,000.00		\$62.35		-\$20,000.00
1		80	\$63.60	\$5,087.76	-\$14,912.24
2		80	\$64.87	\$5,189.52	-\$9,722.72
3		80	\$66.17	\$5,293.31	-\$4,429.42
4		80	\$67.49	\$5,399.17	\$969.75
5		80	\$68.84	\$5,507.16	\$6,476.91

The municipal investment of \$20,000.00 will be fully recovered in less than four years based solely on savings in direct disposal costs.

There is a buyback option available should all units not sell. FoodCycler™ will buyback any unsold units after a period of 1 year from the delivery date. All units must be in new and unopened condition. The municipality is responsible for return shipping to the warehouse in Cornwall, ON plus a \$25/unit re-stocking fee.

#### Additional Financial Implications to Consider:

Replacement filter packs may be purchased at a price of \$22.12 plus HST per filter pack. Filter packs are packaged in boxes of 20 and must be purchased in increments of 20 with no additional freight cost provide they are included in the initial order. Additional filters and other accessories may be purchased from FoodCycler™ at wholesale rates for resale to residents under the pilot program.

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#### **Others Consulted:**

CAO

*Prepared by: Bailey McBride, Public Works Coordinator*



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**To:** Council  
**From:** Debi LucasSwitzer, CAO  
**Date of Meeting:** October 13, 2021  
**Subject:** Vaccination Policy (COVID-19)

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**Recommendation:**

That Council receive and adopt the Vaccination Policy (COVID-19); and that the CAO be directed to implement the Policy.

---

**Executive Summary:**

The Township of South Stormont is committed to taking every precaution reasonable in the circumstances for the protection of the health and safety of workers and members of the public accessing Township facilities from the hazards of COVID-19. This mandatory workplace vaccination verification policy is an important measure that complements other workplace health and safety measures in place in accordance with applicable governing legislation.

This policy will apply to all existing Township workers and is a condition of employment for all future hires while this policy is in effect. It requires workers to be fully vaccinated from the COVID-19 virus, to receive any subsequent boosters, and requires workers to provide acceptable proof of vaccination or exemption status.

The Township will comply with its obligations under human rights legislation to participate in accommodation discussions with individuals who advise of a substantiated, valid legal exemption under the *Ontario Human Rights Code* to receiving the COVID-19 vaccination.

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**Background:**

On August 24, 2021, the Ontario government amended order O.Reg. 364/20 Rules for Areas in Stage 3 under the Reopening Ontario Act to tighten public health measures in response to the recent rise in cases of COVID-19. The Act also permits the Chief Medical Officer of Health or a local Medical Officer of Health--in consultation with the Chief Medical Officer of Health--to require businesses and organizations to establish, implement and ensure compliance with a COVID-19 vaccination policy. In large part this is due to the Delta variant of COVID-19 which is causing increased illness.

The Eastern Ontario Health Unit (EOHU) strongly recommends all employers to consider implementing an employee vaccination policy to protect their workforce and to ensure the continuity of operations in the event that businesses serving

the public consider patron/customer verification as part of the vaccination policy. *"Businesses and organizations have a responsibility to maintain a safe work environment for workers and volunteers, as well as to protect their clients. This is especially important as the region is experiencing an increase of COVID-19 cases driven by the more transmissible and dangerous Delta variant. Requiring proof of vaccination helps protect workers from the risks of COVID-19 and encourages everyone to get their shot, while also supporting businesses to keep customers safe, stay open and minimize disruptions."*

Employers are legally required under the Occupational Health and Safety Act to take every reasonable precaution to protect the health and safety of workers. This includes protecting workers from hazards posed by infectious diseases. It is also important to ensure that members of the public who access municipal facilities to obtain services, are safe.

Vaccination policies will or have been implemented in high-risk settings such as post-secondary institutions, long term care facilities, licensed retirement homes, women's shelters and congregate homes and day programs for adults with developmental disabilities, children's treatment centres and other services for children with special needs, and licenced children's residential settings.

Many municipalities in the Province of Ontario have implemented a vaccination policy for staff, volunteers and suppliers/contractors.

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**Alignment with Community Strategic Plan:**

Goal 1: Corporate Capacity

Objective 1.3: Human Resources

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**Risk and Asset Management Considerations:**

Employers are legally required under the Occupational Health and Safety Act to take every reasonable precaution to protect the health and safety of workers. This includes protecting workers from hazards posed by infectious diseases. It is also important to ensure that members of the public who access municipal facilities to obtain services, are safe. If the Township does not implement such policy, workers and members of the public could be at a greater risk of the hazards of COVID-19.

Concerns have been raised amongst some employee groups related to the loss of personal choice. Based on all applicable law and on recent rulings either through the Ontario Human Rights Commission and the Supreme Court of Canada many of the concerns raised have not yet been recognized or accepted by either the Commission or the Supreme Court. The policy prepared has taken into account the situations recognized thus far by the Commission and the Supreme Court.

In addition, concerns related to Canadian rights and freedoms being compromised as set out in Section 2 in the Charter of Rights and Freedoms have been raised. While Section 2 of the Charter does contain a list of rights and freedoms for Canadians, Section 1 precedes it. Section 1 states;

**"Guarantee of Rights and Freedoms**

1. The *Canadian Charter of Rights and Freedoms* guarantees the rights and freedoms set out in it subject only to such reasonable limits prescribed by law as can be demonstrably justified in a free and democratic society."

The rights and freedoms enjoyed by Canadians are subject to prescribed laws. As such the Township is within its rights to set out reasonable policies that support the protection of worker health and safety as required by the Occupational Health and Safety Act.

If an outbreak does take place in one of our workplaces, delivery of services to residents could be affected.

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**Options:**

That Council approve the policy attached to this report and direct the CAO to implement the policy.

That Council provide alternative direction to the CAO.

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**Financial Impact:**

There is no financial impact in approving this policy.

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**Others Consulted:**

Directors

Township Solicitor, G. Dobney, Cunningham Swan

Area CAOs

*Prepared by: Shelby Martel, HR Coordinator/Executive Assistant*



## TOWNSHIP OF SOUTH STORMONT

Title: Vaccination Verification Policy Coronavirus (COVID-19)

Policy Category: Human Resources

Effective Date: October 13, 2021

### Policy Statement

The Township of South Stormont (the "**Township**") is committed to taking every precaution reasonable in the circumstances for the protection of the health and safety of workers from the hazards of COVID-19. This mandatory workplace vaccination verification policy is an important measure that complements other workplace health and safety measures in place in accordance with applicable governing legislation.

This policy may be amended as new public health directives and/or provincial or federal government legislation, regulations and/or orders are formalized. Any such directives, legislation, regulations, or orders shall take precedence until such time as this policy may be amended to conform to the new requirements.

At the time this policy is being implemented, the province of Ontario is experiencing the fourth wave of the COVID-19 pandemic, driven by variants that are more transmissible and that cause more serious health issues. The province has also introduced a "vaccine passport" in recognition of the efficacy of vaccination. This policy is being implemented to ensure that all workers, including employees, volunteers, Township Council members and students, take appropriate steps, including immunization and regular testing, to minimize the risk of infection and to reduce the risk of transmission to others.

### Purpose

The purpose of this policy is to mandate that all employees (full-time, part-time, casual, contract seasonal), Township Council members, volunteer firefighters, volunteers, student placements and any other persons deemed reasonable in the circumstances (all of which are referred to hereinafter as "**workers**"), be fully vaccinated, as defined by the Ministry of Health, with an approved Health Canada or World Health Organization COVID-19 vaccine (or approved series of vaccines), and any subsequent recommended boosters as required, unless exempted for legitimate reasons and accommodated under the *Human Rights Code*.

### Scope

This policy applies to all existing Township workers and is a condition of employment/ engagement/appointment for all future hires/engagements/appointments while this policy is in effect. It requires workers to

be fully vaccinated from the COVID-19 virus, to receive any subsequent boosters, and requires workers to provide acceptable proof of vaccination or exemption status.

## **Policy**

The Township has a duty to ensure a safe workplace for workers and a safe environment for residents and other third parties using or accessing Township facilities and services. The Township takes this responsibility seriously and is taking every reasonable measure to keep its workers, as well as its residents, safe. The COVID-19 vaccine is the most effective way to reduce morbidity and mortality associated with this disease, as well as contain the spread of this highly transmissible virus to others. This COVID-19 vaccination policy and its implementation is intended to protect the Township's workers and residents, all of whom are interacting within the organization.

## **Proof of Vaccination**

All workers are required to provide proof of vaccination status no later than October 28<sup>th</sup>, 2021, in the form of a Ministry of Health email vaccine proof or a copy of a vaccine receipt from the Ministry of Health. Individuals with an Ontario photo health card can log into the provincial portal to download or print an electronic COVID-19 vaccine receipt (PDF) for each dose received at <https://covid19.ontariohealth.ca>. This proof must be submitted to the Human Resources Coordinator.

Workers who fail to provide proof of their vaccination status by October 28<sup>th</sup>, 2021, will be considered unvaccinated for the purposes of this Policy and be subject to the actions set out in this Policy.

Workers who are not fully vaccinated but provide written proof of having received a first dose of vaccine as of October 28<sup>th</sup>, 2021 must receive a second dose of vaccine by November 25<sup>th</sup> and provide proof of full vaccination status by no later than December 9<sup>th</sup>, 2022.

## **Accommodation**

The Township will comply with its obligations under human rights legislation to participate in accommodation discussions with individuals who advise of a substantiated, valid legal exemption under the *Ontario Human Rights Code* to receiving the COVID-19 vaccination. Workers must advise the Township of such an exemption by no later than October 28<sup>th</sup>, 2021. The Township reserves the right to request additional information or documents as required.

In the event of a request for accommodation, sufficient proof of the ground (disability and/or creed) and the connection between the ground and the inability to be vaccinated must be provided.

Where the ground is disability, a note must be provided by either a Physician or Nurse Practitioner that sets out:

- confirmation that the person has a disability (but not the nature of the disability or the diagnosis)
- confirmation that the person cannot be vaccinated against COVID-19 due to the disability; and
- the effective time period for which the disability will prevent vaccination.

Where the ground is creed, the person must identify the creed, confirm that they are an adherent of that creed, and explain how their belief system prohibits being vaccinated against COVID-19. Further information may also be required.

Where the medical exemption is time limited, Human Resources will follow up with the worker following the medical exemption's expiry to determine the worker's exemption or vaccination status.

The Township has identified disability and creed but will also consider other grounds claimed under the *Human Rights Code* upon request from the affected worker and the provision of evidence appropriate in the circumstances.

It is incumbent on the worker to participate in discussions about a reasonable accommodation plan and provide information as may be required.

### **Non-Compliance & Restrictions**

Workers who:

- do not have a legitimate exemption from vaccination and an approved accommodation plan with the Township;
- have not submitted proof of full or 1<sup>st</sup> dose vaccination status by October 28th, 2021; or
- have not been fully vaccinated against COVID-19 by the applicable date specified herein;

are considered to be in non-compliance with this policy and shall not be permitted to enter the workplace for any reason as of October 28th, 2021 or as soon as they become non-compliant (if later than October 28th, 2021). Such workers may elect to request vacation leave, other accrued entitlements, or a leave of absence without pay. Employees who refuse to be vaccinated as required by this Policy, for reasons



other than legitimate grounds under the *Human Rights Code*, will not be accommodated and will not have the ability to work from home.

## **New Hires**

All offers of employment/engagement/appointment after October 13th, 2021 will be conditional on the individual providing proof of the following:

- full vaccination status; or
- a substantiated, valid legal exemption under the *Ontario Human Rights Code* to receiving the COVID-19 vaccination.

Failure to do so will result in offer becoming void due to the condition not being met and the individual being unable to become employed/engaged/appointed with the Township.

## **Antigen Testing**

Workers who have received a first vaccine dose and those who are being accommodated under the *Human Rights Code* will be required to perform Antigen Testing, at a frequency of not less than 2x/week (or such other frequency as the Township may deem appropriate), beginning the week of November 1<sup>st</sup>, 2021. This will continue until the worker provides proof of full vaccination and 14 days have elapsed from the worker's final vaccination dose. A test must be taken with a negative result on the day of the worker's first attendance at the workplace in a week (Monday to Sunday). A second test must be taken, with a negative result, on the later of: (a) the third day after the first attendance; or (b) the day of the worker's next attendance at the workplace. Unvaccinated individuals will confirm participation in this process as well as verification of negative test results, via self-attestation.

Antigen Testing kits, and applicable instructions, will be available for pickup at the Township Office until December 24th, 2021. Antigen Testing kits availability for workers who have Township approved accommodation exemption will continue to be available beyond December 24, 2021. It is the responsibility of the worker to ensure that they have a rapid antigen testing kit, and to confirm status when required. The worker will need to have the test complete prior to regular hours of work and be ready to start work with the proper documentation. There will be no compensation provided to the individual for the time required to complete this regular testing. The individual can determine when and where to self-administer the testing at their discretion provided it meets the frequency requirements set by the Township.

## **Mandatory COVID-19 Vaccination Education**

To ensure that all workers subject to this policy are adequately educated about COVID-19 and the COVID-19 vaccines, any unvaccinated workers (including those with a valid medical exemption and those who do not disclose their vaccination status by October 28th, 2021), must complete a mandatory COVID-19 vaccination education program that has been approved by the Township on the risks of being unvaccinated in the workplace.

## **Employee Support**

High vaccination rates against COVID-19 are effective in reducing the spread of COVID-19. The Township supports workers in becoming fully vaccinated against COVID-19 by providing:

- additional paid sick leave for all regular full-time employees for COVID-19-related absences as per Township policies;
- where operationally feasible, reasonable arrangements to allow for employees to attend COVID-19 vaccination clinics during work time; and
- allotted work hours to complete education sessions on how COVID-19 vaccines work and their benefits, vaccine safety, the risks of not being vaccinated and the possible side effects of the vaccine

## **Continued compliance with health and safety control**

All workers must continue to use personal protective equipment and abide by the Township's health and safety protocols whether they have been vaccinated against COVID-19 or not. This includes complying with infection prevention and control practices, such as handwashing and sanitizing, wearing a mask, and informing management if they experience any symptoms related to COVID-19.

Unvaccinated individuals may be required to adhere to additional safety precautions.

## **Responsibilities**

### **Employer is responsible for:**

- Ensuring proper application of this policy
- Ensuring information and resources promoting the importance of being vaccinated and following current health and safety protocols to prevent the spread of COVID-19 are provided to employees

- Ensuring employee vaccination status information is collected, maintained and disclosed in accordance with this policy and privacy legislation
- Ensuring that employees who are not fully vaccinated have provided required medical proof of exemption or have completed the mandatory COVID-19 educational course
- Accommodating employees who are legally entitled to accommodation with the employer's obligation to comply with exemptions protected by the *Ontario Human Rights Code*

#### **Directors/Supervisors are responsible for:**

- Reviewing and managing accommodation requests, in consultation with Human Resources
- Ensuring that for new hires the condition requiring vaccination or exemption is satisfied prior to the individual working for the Township
- In outbreak situations, ensuring that non-vaccinated employees are not assigned work in situations where transmission is likely
- Providing employees and students with access to information about COVID-19 health and safety protocols and COVID-19 vaccines
- Ensuring employees are following health and safety protocols including being vaccinated against COVID-19

#### **Human Resources is responsible for:**

- Collecting and maintaining vaccination status information
- Ensuring COVID-19 education course is available to employees
- Providing guidance and support to managers and supervisors to assist with developing and managing employee accommodation plans
- Ensuring all future hires are aware of and meet the requirements of this policy

#### **Workers are responsible for:**

- Providing proof of COVID-19 vaccination status
- Providing proof of legitimate exemption if they are not fully vaccinated
- Completing the mandatory COVID-19 educational course if proof of vaccination was not provided
- Advising their director or supervisor of the need for accommodation and providing supporting documentation or information as may be required
- Educating themselves about COVID-19 and COVID-19 vaccinations
- Continuing to follow health and safety protocols to prevent the spread of COVID-19 before and after vaccination

- Maintaining their vaccination status including obtaining boosters as they are required and providing proof of full vaccination in accordance with this policy

## **Confidentiality**

All information pertaining to vaccination status and any request for accommodation will be treated as confidential by the Township. All collection, use and disclosure of such information will be limited to the purposes this policy, including implementation and compliance, and as otherwise required by law. The information will be kept in accordance with the Township's Records Management Policy and privacy legislation.

## **Monitoring and Compliance**

Any breaches of this Policy, including dishonesty regarding vaccination status or test results will result in disciplinary action up to and including termination of employment.

## **Authority and Related Policies**

Human Rights Policy, Health and Safety Policy, Staff Accommodation Policy (Pandemic)

## **Definitions**

### **Antigen Testing:**

Antigen based tests detect specific proteins on the surface of the virus. These are often called rapid tests, as they typically provide results in less than an hour.

### **COVID-19:**

COVID-19 is an acute respiratory illness caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) virus. It can be characterized by fever, cough, shortness of breath and a number of other symptoms.

### **Workers:**

Individuals who perform work for/with the Township. For the purpose of this policy, this shall include: employees (full-time, part-time, casual, contract seasonal, volunteer firefighters), Township Council, volunteers, committee members and student placements.

**Full Vaccination:**

Individuals will be deemed to have been fully vaccinated if they have received the full series of a COVID-19 vaccine or combination of COVID-19 vaccines approved by Health Canada (e.g. two doses of a two-dose vaccine series, or one dose of a single-dose vaccine series); and 14 days have elapsed from the final dose.

**Ontario *Human Rights Code*:**

The Ontario *Human Rights Code* prohibits differential treatment with respect to employment on the basis of certain enumerated grounds, including disability and creed (commonly referred to as “religion”), and requires accommodation to the point of undue hardship.

**Contact**

For more information on this policy, contact: Chief Administrative Officer



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**To:** Council  
**From:** Loriann Harbers, Director of Corporate Services/Clerk  
**Date of Meeting:** October 13, 2021  
**Subject:** By-law No. 2021-072 Amend By-law No. 2019-015  
Appoint Officers

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**Recommendation:**

That By-law No. 2021-072, being a by-law to amend By-law No. 2019-015, appointing officers and fixing remuneration, be read, and passed in open Council, signed, and sealed this 13<sup>th</sup> day of October 2021.

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**Executive Summary:**

In 2019, Council reviewed officer appointments for the current term, expiring November 2022 and passed By-law No. 2019-015 formalizing the appointments.

Charles Marlatt was appointed the primary livestock valuer and Melissa Seay the alternate. The purpose of this report is to amend the by-law to have Melissa Seay appointed the primary Livestock Valuer for the Township, for the remainder of the current term.

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**Background:**

In 2019, Charles Marlatt was appointed the primary livestock valuer with Melissa Seay as the alternate. Since that time, Ms. Seay has taken available training and conducted one initial investigation.

Mr. Marlatt has advised he is no longer interested in the appointment. On behalf of Council, Mayor McGillis has forwarded a letter expressing appreciation for his time as livestock valuer in recent years.

As a result, it is appropriate to appoint Mr. Seay as the Township's livestock valuer for the remainder of the current term at this time.

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**Alignment with Community Strategic Plan:**

Goal 1: Corporate Capacity  
Objective 1.3: Human Resources

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**Risk and Asset Management Considerations:**

It is appropriate to appoint Ms. Seay as the Township's livestock valuer for purposes of accountability, support, and compensation.

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**Options:**

1. That Council appoint Melissa Seay as the Township's livestock valuer for the remainder of the current term.
2. That Council instruct staff to advertise for alternate appointments.
3. Other.

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**Financial Impact:**

Livestock valuers receive \$75.00 per call, plus mileage. Generally, there are 1-2 calls per year.

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**Others Consulted:**

Corporate Services







**To:** Council  
**From:** Loriann Harbers, Director of Corporate Services/Clerk  
**Date of Meeting:** October 13, 2021  
**Subject:** By-law No. 2021-073 Amend By-law No. 2021-062, Respecting Building and Construction

**Recommendation:**

That By-law No. 2021-073, being a by-law to amend By-law No. 2021-062, respecting construction, demolition and change of use permits and related matters, be read and passed in open Council, signed and sealed this 13<sup>th</sup> day of October, 2021.

**Executive Summary:**

In June, 2021 Council adopted By-law No. 2021-062, respecting construction and demolition permits under the Ontario Building Code.

By inadvertence, 3 fees within Schedules "A" and "B" were incorrect. By-law No. 2021-073 amends these schedules.

**Background:**

Schedules "A" and "B" of By-law No. 2021-062 require amendments.

1. The minimum fee amount is \$100 and therefore, the \$80 fee has been updated to \$100 and demonstrated below:

	Item	Construction Value / Fee
3	~ Condominiums	<del>\$37.72</del> \$75.44
8	~ Temporary Buildings ~ Change of Use	<del>\$80.00</del> \$100.00 \$410.00
9	Demolition Permits ~ Less than or equal to 6460 square feet (600m <sup>2</sup> ) and 3 stories or less ~ Over 6460 square feet (600m <sup>2</sup> ) or more than 3 stories	<del>\$80.00</del> \$100.00  \$775.00

2. The following clause was also added to Schedule "A". This clause provides approval for online permit and fee collection that includes the e-commerce transaction rate. This was previously approved by Council, however omitted from the current by-law.

"The current e-commerce transaction rate will be applied to building permit fees that are less than \$350.00 and paid online through the Building Permit software on the Township website."

3. Within Schedule "B", Non-Residential, one fee was omitted and is shown below:

<b>Non-Residential</b>	
Value less than \$50,000.00	\$ Nil
Value from \$50,000.00 to \$ 299,999.99	\$ 2,000.00
Value from \$300,000 to \$999,999.99	<b>\$5,000.00</b>
Value equal to or over \$1,000,000.00	\$ 10,000.00

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**Alignment with Community Strategic Plan:**

Goal 1: Corporate Capacity

Objective 1.1: Implement Service Delivery and Policies Review

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**Risk and Asset Management Considerations:**

It is necessary to amend the by-law to ensure accurate and consistent approval is in place for residents and staff.

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**Options:**

1. That Council adopt the amending by-law to ensure errors are rectified.
2. That Council suggest a further fee review.
3. Other.

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**Financial Impact:**

Building permit fees are collected to support the Building Department.

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**Others Consulted:**

Director of Planning and Building

Director of Finance/Treasurer

Chief Building Official

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW NO. 2021-073

BEING a by-law to amend By-law No. 2021-062.

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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 shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS Council did, on the 10<sup>th</sup> of June, 2021 pass By-law No. 2021-062, being a by-law under the Building Code Act, S.O. 1992, c. 23 respecting Construction, Demolition and Change of Use Permits and related matters;

AND WHEREAS By-law No. 2021-062, Schedule "A" and Schedule "B" require amendments to correct specific fees.

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

1. That By-law No. 2021-062 is amended by replacing Schedule "A" in its entirety, with a revised Schedule "A", being Schedule "A" attached hereto and forming part of this by-law.
2. That By-law No. 2021-062 is further amended by replacing Schedule "B" in its entirety, with a revised Schedule "B", being Schedule "B" attached hereto and forming part of this by-law.
3. That all other relevant portions of By-law No. 2021-062 shall apply.

READ AND PASSED in open Council, signed and sealed this 13<sup>th</sup> day of October, 2021.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

CLASSES OF PERMITS AND PERMIT FEES

Building permit fees are based on the determined value of construction at \$8.00 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 - \$100.00) calculated from the table below, whichever is greater.

	ITEM	CONSTRUCTION VALUE/FEE
	<b>Building Permits</b>	
	Construction Value – Square Footage	
1	Assembly (OBC Group A) Value Calculations (includes portable classrooms, schools, etc.) ~ All Assembly Occupancies	\$106.86 per square foot
2	Institutional (OBC Group B) Value Calculations ~ Ground Floor ~ All Other Floors	\$161.50 per square foot \$96.13 per square foot
3	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)	\$113.14 per square foot \$75.44 per square foot \$37.72 per square foot \$44.01 per square foot \$37.72 per square foot \$15.09 per square foot \$37.72 per square foot FLAT RATE \$80.00 \$25.16 per square foot \$61.60 per square foot  \$75.44 per square foot  \$37.72 per square foot
4	Office and Personal Services (OBC Group D) Value Calculations ~ Unfinished Area (Shell Only) ~ Finished Area	\$100.70 per square foot \$115.53 per square foot
5	Mercantile (OBC Group E) Value Calculations ~ Unfinished Area (Shell Only) ~ Finished Area	\$74.16 per square foot \$102.44 per square foot
6	Industrial (OBC Group F) Value Calculations ~ Unfinished Area (Shell Only) ~ Finished Area	\$57.85 per square foot \$86.75 per square foot
7	Farm Buildings Value Calculation ~ Greenhouse and Fabric Covered Pre-Engineered Farm Storage Building ~ Farm Buildings	\$18.87 per square foot  \$37.72 per square foot
8	~ Temporary Buildings ~ Change of Use	\$100.00 \$410.00

	<b>ITEM</b>	<b>CONSTRUCTION VALUE/FEE</b>
	<b>Demolition Permits</b>	
9	Demolition Permits ~ Less than or equal to 6460 square feet (600m <sup>2</sup> ) and 3 stories or less ~ Over 6460 square feet (600m <sup>2</sup> ) or more than 3 stories	\$100.00  \$775.00
	<b>Administrative</b>	
10	Building Permit where construction started without a Building Permit being issued.	50% surcharge (\$200.00 Minimum - \$5,000.00 Maximum)
11	Alternative Solution Application	\$ 100/hour, \$ 500 Minimum Fee per application, + any third party evaluation costs as may be required. Subject to Administrative Charges as per Schedule "A"
12	Conditional/Partial Permit Fee	25% surcharge - for each request / application (\$ 250.00 Minimum – \$ 5,000.00 Maximum)
13	Permit Applications pursuant to OBC Part 10 – Change of Use	\$200 – Part 9 Building \$1,000 – Part 3 Building
14	Permit Applications pursuant to OBC Part 11 – Renovations	\$8.00 per \$1,000 Determined Construction Value
15	Partial Occupancy of an unfinished building:	Residential: \$ 50 Flat Fee / per unit Non-Residential: \$ 200 Flat Fee / per suite
16	Re-Inspection Fee	\$ 100 / hour (1 hour Minimum)
17	Preliminary Inspection / Consultation	\$ 100 Flat Fee per Inspection/Meeting / 1 hour
18	Re-Examination of Plans & Specs. (Design, Material Changes, etc.)	\$ 100 / hour
19	Re-Examination of plans (Change Lot)	\$ 200 Flat Fee
20	Dormant Application Renewal	\$ 100 Flat Fee
21	Permit Renewal as Section 4.34	25% of the total permit fee or The flat fee (\$ 100.00 Minimum - \$2,000.00 Maximum)
22	Permit Transfer / Revocation Deferrals	\$ 100 Flat Fee

23	Agency Letter of Approval (Building)	\$ 100 Flat Fee (Includes 1 Inspection + \$100/Inspection)
24	Third Part Costs and/or Peer Review (Engineering Fees, Studies, Reports, Plans, etc...)	At the Cost of the Applicants + 25% Administrative Cost
	<b>ITEM</b>	<b>CONSTRUCTION VALUE/FEE</b>
25	Administrative Charges	+25% as required
26	File Search, Miscellaneous Charges	\$ 100 / hour
27	Limiting Distance Agreement	\$ 250 per agreement, + plus any third party costs as may be required. Subject to Administrative Charges as per Schedule "A"
28	Annual Maintenance Fee for Dormant Permits applied for after Dec. 31, 2011	\$ 150 Flat fee / Yr.
29	Administrative Inspection Performance Deposit	As per Schedule "B"
30	Administrative Lot Grading Performance Deposit	As per Schedule "B"
31	Orders Issued pursuant to Section 12 or 13 of the Building Code Act (Order to Comply / Order not to Cover / Uncover)	\$ 200 Flat Fee / Order
32	Orders Issued pursuant to Section 14 of the Building Code Act (Stop Work Order)	\$ 300 Flat Fee / Order
33	Orders Issued pursuant to Section 15.9 of the Building Code Act (Unsafe Building)	\$ 200 Flat Fee / Order
34	Orders Issued pursuant to Section 15.9 of the Building Code Act (Prohibit Occupancy)	\$ 300 Flat Fee / Order
35	Registration and Discharge of Orders of Property Title, including legal and associated fees.	Actual costs plus a 25% administration fee
36	Fence for Swimming Pool Enclosures	\$ 100 Flat Fee

Taxes are not applicable.

The current e-commerce transaction rate will be applied to building permit fees that are less than \$350.00 and paid online through the Building Permit software on the Township website.

#### INTERPRETATION NOTES TO SCHEDULE "A"

In addition to referring to the Building Code or the Act, in determining the fees under this By-Law, the Chief Building Official may have regard to the following explanatory notes as may be needed in the calculation of permit fees:

1. Porches, decks and fireplaces are included in the permit fee for individual dwelling units;
2. The minimum construction values indicated in Schedule "A" are provided as a guide only and The Chief Building Official when determining the value of work may at his/her discretion use a current recognized construction cost index or consultant in determining the actual cost of construction;
3. In the case of interior alterations or renovations, area of proposed work is the actual space receiving the work (i.e. tenant space);
4. Mechanical penthouses and floors, mezzanines, lofts, habitable attic and interior balconies are to be included in all floor area calculations;
5. Except for interconnected floor spaces, no deduction is made for openings with floor areas (i.e. stairs, elevators, escalators, shafts, ducts and

- similar openings);
6. Unfinished basements for single family dwelling, semis, duplexes and rowhouses are not included in the floor area;
7. Corridors, lobbies, washrooms, lounges and similar areas are to be included and classified according to the major classification for the floor area on which they are located; and
8. A Temporary building is considered to be a building that will be erected for not more than one year.

Schedule “B” to By-law No. 2021-073, Schedule “B” to By-law No. 2021-62

ADMINISTRATIVE INSPECTION/LOT GRADING PERFORMANCE DEPOSIT

Inspection Performance Deposit - Value of Work	Refundable Fee
<b>Residential</b>	
Value less than \$ 25,000.00	\$ Nil
Value from \$ 25,000.00 to \$ 99,999.99	\$ 500.00
Value from \$ 100,000.00 to 299,999.99	\$ 2,000.00
Value from \$ 300,000.00 to \$ 499,999.99	\$ 3,000.00
Value equal to or over \$500,000.00	\$ 5,000.00
<b>Non-Residential</b>	
Value less than \$50,000.00	\$ Nil
Value from \$50,000.00 to \$ 299,999.99	\$ 2,000.00
Value from \$300,000 to \$999,999.99	\$5,000.00
Value equal to or over \$1,000,000.00	\$ 10,000.00
<b>Lot Grading Performance Deposit</b>	
Development without Site plan Control	\$2000.00
Development with Site plan Control Agreement	Site plan Deposit to be used

INTERPRETATION NOTES TO SCHEDULE “B”

In determining the value of work under this By-Law, the Chief Building Official may have regard to the following explanatory notes as may be needed in the calculation of permit fees:

1. The value of work shall be the estimated cost of construction as declared on the permit application form, or as calculated in accordance with Schedule “A” or as determined by the Chief Building Official, whichever is higher;
2. The minimum construction values indicated in Schedule “A” are provided as a guide only and The Chief Building Official when determining the value of work may at his/her discretion use a current recognized construction cost index or consultant in determining the actual cost of construction;
3. Subject to Section 6.7 of this By-Law, once any expenses incurred by the Applicant or Permit Holder have been deducted by the Chief Building Official, any remaining funds shall be refunded in accordance with Note 4 or 5 as the case may be;

## REFUND OF ADMINISTRATIVE PERFORMANCE DEPOSITS

### Inspection Deposit

4. Once a Permit has been closed, the Chief Building Official, shall after applying any applicable deductions, refund the balance of the Administrative Performance Deposit Fee in whole or in part to the Owner in accordance with the following provisions:
  - a) One hundred per cent (100%) of the Administrative Performance Deposit is to be refunded if the Work and all required inspections are fully completed within two (2) years of the date of issuance of the Permit;
  - b) Seventy-five per cent (75%) of the Administrative Performance Deposit is to be refunded if the Work and all required inspections are fully completed within three (3) years of the date of issuance of the Permit;
  - c) Fifty per cent (50%) of the Administrative Performance Deposit is to be refunded if the Work and all required inspections are fully completed within four (4) years of the date of issuance of the Permit;
  - d) Twenty-five per cent (25%) of the Administrative Performance Deposit is to be refunded if the Work and all required inspections are completed within five (5) years of the date of issuance of the Permit; and
  - e) No refund of the Administrative Performance Deposit will be awarded if the Work and all required inspections are not fully completed within five (5) years of the date of the issuance of the Permit. This will not relieve the Permit Holder of obligations under any regulations of any By-Law, the Building Code Act or regulations made there under. The refund of the whole or part of the Administrative Performance Deposit shall not be deemed a waiver of any provisions of any By-Law or requirements of the Building Code Act or regulations made there under. Also, the refund shall not be construed as a certification or guarantee that the Building for which a Permit was issued meets all the requirements of the Building Code Act or regulations made thereunder.

### Lot Grading Deposit

- 5) Once a lot grading as-built plan has been approved as per the Lot Grading Policy, the Chief Building Official, shall, refund the Administrative Performance Deposit Fee to the Owner in accordance with the following provisions:
  - a) One hundred per cent (100%) of the Administrative Performance Deposit is to be refunded if the Lot Grading plan has been approved as per the Lot Grading Policy within two (2) years of the date of issuance of the Building Permit;
  - b) Unless otherwise extended by the Chief Building Official, no refund of the Administrative Performance Deposit will be awarded if the as-built lot grading has not been approved as



per the Lot Grading Policy within two (2) years of the date of the issuance of the Building Permit. This will not relieve the Permit Holder of obligations under any regulations of any By-Law, the Building Code Act or regulations made there under.



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**To:** Council  
**From:** Kevin Amelotte, Director of Parks and Recreation  
**Date of Meeting:** October 13, 2021  
**Subject:** By-Law No. 2021-074 Transfer Payment Agreement  
Under the ICIP COVID-19 Resilience Infrastructure  
Stream

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**Recommendation:**

That By-Law No. 2021-074, being a by-law to authorize a Transfer Payment Agreement Under the Investing in Canada Infrastructure Program Community, COVID-19 Resilience Infrastructure Stream – Local Government Intake, be read and passed in open Council, signed and sealed the 13<sup>th</sup> day of October, 2021.

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**Executive Summary:**

Staff completed application for project funding under the ICIP COVID-19 Resilience Infrastructure Stream – Local Government Intake. In April 2021, Staff and Council were notified by the Province of Ontario and the Federal Government of Canada that South Stormont was successful in Obtaining funding for the project below:

**Community Park Multi-Use Path Project**

This project will allow construction of a new multi-use path to promote safe active transportation through the Village of Long Sault and provide proper linkages for those who use the park to connect to local churches, school, outdoor washrooms and various park amenities.

The total cost of the project is \$99,999.

Due to current amended the integrated Bilateral Agreement that governs the COVID stream, Ontario Ministry of Infrastructure also provide amendment letter for Council to review and sign.

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**Background:**

The community park multi-use path project has been provided to Council during budget deliberation in 2021.

The Transfer Payment Agreement TPA is standard practice and provides the necessary documents to be signed to bind all parties during the term of the project for items such a payment of funds, signage requirements, reporting requirements, etc.

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**Alignment with Community Strategic Plan:**

Goal 2: Sustainable Infrastructure

Objective 5.2: Recreation and Culture

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**Options:**

1. That Council authorize By-Law No. 2021-074 for a Transfer Payment Agreement Under the Investing in Canada Infrastructure Program Community, COVID-19 Resilience Infrastructure Stream – Local Government Intake. This is the recommended option.
  2. Other.
- 

**Financial Impact:**

The ICIP funding covers 100% of the total cost of the project.

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**Others Consulted:**

Province of Ontario

Federal Government of Canada

Township Staff

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW NO. 2021-074

BEING a by-law to authorize a Transfer Payment Agreement between the Township of South Stormont and Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure.

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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 an Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure to receive funding under the Investing in Canada Infrastructure Program Community, Culture and Recreation Stream.

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 Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure to receive funding under the Investing in Canada Infrastructure Program Community, COVID-19 Resilience Infrastructure Stream – Local Government Intake.
2. That 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 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 13<sup>th</sup> day of October, 2021.

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Mayor

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Clerk

**TRANSFER PAYMENT AGREEMENT  
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):  
COVID-19 RESILIENCE INFRASTRUCTURE STREAM – LOCAL GOVERNMENT INTAKE**

**THIS TRANSFER PAYMENT AGREEMENT** for Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Stream – Local Government Intake Stream Projects (the “**Agreement**”) is effective as of the Effective Date.

**B E T W E E N:**

**Her Majesty the Queen in right of Ontario,**  
as represented by the Minister of Infrastructure

(“**Ontario**” or the “**Province**”)

- and -

**Corporation of The Township of South Stormont**

**(CRA# 874383094)**

(the “**Recipient**”)

**BACKGROUND**

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The Honourable Minister of Infrastructure and Communities and the Honourable Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the COVID-19 Resilience Infrastructure stream of ICIP. This stream supports projects that support COVID-19 response and economic recovery efforts.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out COVID-19 Resilience Infrastructure Stream – Local Government Intake stream projects.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Projects as set out in Schedule “C” (Project Description, Financial Information, and Project Standards).

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out each Project.

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

### **1.0 ENTIRE AGREEMENT**

**1.1 Schedules to the Agreement.** The following schedules and their sub-schedules form part of the Agreement:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Specific Information
- Schedule “C” - Project Description, Financial Information, and Project Standards
  - Sub-Schedule “C.1” Project Description and Financial Information
- Schedule “D” - Reports
- Schedule “E” - Eligible Expenditures and Ineligible Expenditures
- Schedule “F” - Evaluation
- Schedule “G” - Communications Protocol
- Schedule “H” - Disposal of Assets
- Schedule “I” - Aboriginal Consultation Protocol
- Schedule “J” - Requests for Payment and Payment Procedures
- Schedule “K” - Committee

**1.2 Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section Subsection 2.1.

### **2.0 CONFLICT OR INCONSISTENCY**

- 2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:
- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
  - (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
  - (c) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
  - (d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

### 3.0 EXECUTION, DELIVERY AND COUNTERPARTS

- 3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 3.2 **Electronic Execution and Delivery of Agreement.** The Parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a Party may be evidenced by one of the following means and transmission of the Agreement may be as follows:
- (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement delivered by facsimile transmission to the other Party;
  - (ii) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a Portable Document Format (PDF) and delivered by email to the other Party;
  - (iii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or

- (iv) any other means with the other Party's prior written consent.

#### **4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW**

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

#### **5.0 ACKNOWLEDGEMENT**

- 5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Projects, that:
  - (a) the Funds are to assist the Recipient to carry out the Projects and not to provide goods or services to the Province or Canada;
  - (b) the Province and Canada are not responsible for carrying out the Projects;
  - (c) the Province's and Canada's role in respect of the Projects is limited to making a financial contribution to the Recipient for the Projects, and the Province and Canada are not involved in the Projects or their operation;
  - (d) the Province and Canada are neither decision-makers nor administrators in respect of the Projects;
  - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
  - (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
  - (g) by receiving Funds, the Recipient may be subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the



*Broader Public Sector Accountability Act, 2010 (Ontario), the Public Sector Salary Disclosure Act, 1996 (Ontario), and the Auditor General Act (Ontario); and*

(h) the Recipient has read and understood the Bilateral Agreement.

- 5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

## 6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

- 6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.
- 6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:
- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
  - (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
  - (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

**[SIGNATURE PAGE FOLLOWS]**

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

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**, as  
represented by the Minister of Infrastructure

\_\_\_\_\_  
Date

\_\_\_\_\_  
p.p. Paramjit Kaur, Director  
The Honourable Kinga Surma  
Minister of Infrastructure

**STORMONT**

AFFIX  
CORPORATE  
SEAL

**CORPORATION OF THE TOWNSHIP OF SOUTH**

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.

**[SCHEDULE “A” – GENERAL TERMS AND CONDITIONS FOLLOWS]**

## **SCHEDULE “A” GENERAL TERMS AND CONDITIONS**

### **A.1.0 INTERPRETATION AND DEFINITIONS**

#### **A.1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) “shall” and “will” are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

#### **A.1.2 Definitions.** In the Agreement, the following terms have the following meanings:

**“Aboriginal Community”** has the meaning ascribed to it in section I.1.1 (Definitions).

**“Aboriginal Consultation Record”** means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

**“Agreement”** means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

**“Asset”** means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

**“Authorities”** means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Projects, or both.

**“Bilateral Agreement”** means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018, as amended.

**“Business Day”** means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is not open for business.

**“Canada”** means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

**“Canada’s Maximum Contribution”** means, for each Project, the maximum contribution from Canada as set out in Sub-schedule “C.1” (Project Description and Financial Information).

**“Committee”** refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

**“Communications Activities”** means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

**“Construction Start”** means the performance of physical activities in relation to the Project which results in changes which are visible to any person inspecting the site and are recognizable as the initial steps for the preparation of the land or the installation of improvements of fixtures, unless otherwise approved by Canada.

**“Contract”** means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of any Project in return for financial consideration.

**“Effective Date”** means the date of signature by the last signing party to the Agreement.

**“Eligible Expenditures”** means the costs in respect of each Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Environmental Laws”** means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural

environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), the *Impact Assessment Act* (Canada), and the *Canadian Navigable Waters Act* (Canada).

**“Evaluation”** means an evaluation in respect of any Project, the Projects or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

**“Event of Default”** has the meaning ascribed to it in section A.12.1 (Events of Default).

**“Expiration Date”** means the expiry date set out in Schedule “B” (Specific Information).

**“Federal Approval Date”** means the date on which Canada has approved each Project identified in Sub-Schedule “C.1” (Project Description and Financial Information).

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiration Date, whichever comes first.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Holdback”** means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.6.0 (Holdback).

**“ICIP”** means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

**“Ineligible Expenditures”** means the costs in respect of each Project that are ineligible for payment under the terms and conditions of the Agreement, and that are

described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Interest or Interest Earned”** means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 (Interest-Bearing Account) of Schedule “A” of this Agreement, and includes any and all interest or other income generated from the Funds.

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

**“Maximum Funds”** means the maximum Funds amount as set out in Schedule “B” (Specific Information).

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Ontario’s Maximum Contribution”** means, for each Project, the maximum contribution from Ontario as set out in Sub-schedule “C.1” (Project Description and Financial Information).

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Person”** means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

**“Progress Report”** means the Progress Report described in Article D.1.0 (Reporting Requirements).

**“Project”** means any one of the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

**“Projects”** means, collectively, the undertakings described in Sub-schedule “C.1” (Project Description and Financial Information).

**“Records Review”** means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

**“Remedial Period”** means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

**“Reports”** means the reports described in Schedule “D” (Reports).

**“Requirements of Law”** means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

**“Substantial Completion”** or **“Substantially Completed”** means, in respect of any Project, that the Project can be used for the purpose for which it was intended.

**“Term”** means the period of time described in section A.3.1 (Term).

**“Third Party”** means any person or legal entity, other than a Party, who participates in the implementation of any Project by means of a Contract.

**“Total Financial Assistance”** means for each Project, the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

## **A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A.2.1 General.** The Recipient represents, warrants, and covenants that, in respect of each Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the

financial, contractual and reporting requirements;

- (e) the Project meets the outcomes of the COVID-19 Resilience Infrastructure Stream – Local Government Intake stream, being:
  - (i) To support COVID-19 response and economic recovery efforts.
- (f) The Project will be community-oriented, non-commercial in nature, and open for use to the public and not limited to a private membership; and
- (g) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

**A.2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province, including passing of a municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

**A.2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete each Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of each Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A.2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

### **A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION**



- A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).
- A.3.2 **Substantial Completion.** The Recipient will ensure that each Project is Substantially Completed on or before December 31, 2021, or any other date subject to the prior written consent of the Province.

#### **A.4.0 FUNDS AND CARRYING OUT THE PROJECTS**

A.4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out each Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
  - (i) is at a branch of a Canadian financial institution in Ontario; and
  - (ii) is solely in the name of the Recipient.

A.4.2 **Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
  - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
  - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of any Project;
- (b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:

- (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
- (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
- (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in respect of any Project, are required as a result, the Parties agree to amend the Agreement accordingly.

**A.4.3 Use of Funds and Carry Out the Projects.** The Recipient will, in respect of each Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

**A.4.4 Interest-Bearing Account.** If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

**A.4.5 Interest.** If the Recipient earns any Interest on the Funds, the Province may do either

or both of the following:

- (a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;
- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

**A.4.6 Maximum Funds and Recovery of Excesses.** The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds for each Project;
- (b) if Canada's total contribution from all federal sources in respect of any Project exceeds eighty percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province, at its discretion, may reduce the remaining Funds under the Agreement by an amount equal to the excess; and
- (c) if the Total Financial Assistance received or due in respect of any Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.

**A.4.7 Disclosure of Other Financial Assistance.** The Recipient will inform the Province promptly of any financial assistance received in respect of any Project.

**A.4.8 Rebates, Credits, and Refunds.** The Province will, in respect of each Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

**A.4.9 Recipient's Acknowledgement of Responsibility for Projects.** The Recipient will, in respect of each Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry

standards, and any related costs for the full lifecycle of the Project; and

(d) the engineering work being undertaken in accordance with industry standards.

**A.4.10 Increase in Project Costs.** If, at any time during the Term the Recipient determines that it will not be possible to complete any Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

**A.4.11 Recipient’s Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).

**A.4.12 Retention of Contribution.** The Province will retain 10% of the Maximum Funds in respect of each Project (“**Holdback**”) up until the Recipient has fulfilled all of its obligations under the Agreement for the Project.

#### **A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS**

**A.5.1 Acquisition.** The Recipient will ensure that all Contracts are awarded in way that is:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

**A.5.2 Non-Compliance with Acquisition Requirements.** If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

**A.5.3 Exemptions to Competitive Awarding.** The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;

- (b) attests to:
  - (i) following value-for-money procurement processes for materials and sub-contracts; and
  - (ii) following its own policies and procedures.

**A.5.4 Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
  - (i) inspect and audit the terms of any Contract, record or account in respect of each Project; and
  - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

**A.5.5 Disposal of Assets.** The Recipient will not, unless in accordance with the terms and conditions set out in Schedule “H” (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

**A.5.6 Revenue from Assets.** If any Asset is used in such a way that over the course of a year revenues are generated from the Asset that exceed its operating expenses, the Recipient will notify the Province within 30 days of the end of the year where such profit was generated. The Province may require the Recipient to immediately pay to the Province a portion of the excess in the same proportion as the total cost of the Asset. This obligation will only apply during the Asset Disposal Period.

## **A.6.0 CONFLICT OF INTEREST**

**A.6.1 Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or any person who has the capacity to influence the Recipient's decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of any Project or the use of the Funds, or both; or
- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

**A.6.2 No Conflict of Interest.** The Recipient will carry out each Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
  - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
  - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

## **A.7.0 REPORTING, ACCOUNTING, AND REVIEW**

**A.7.1 Province and Canada Include.** For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), "Province" includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

**A.7.2 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):

- (i) all Reports in accordance with the timelines and content requirements provided for in Schedule “D” (Reports); and
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (ii) signed by an authorized signing officer of the Recipient.

**A.7.3 Record Maintenance.** The Recipient will keep and maintain until March 31, 2034:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to each Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to each Project.

**A.7.4 Records Review.** The Province, at its sole discretion and expense, may, upon 24 hours’ Notice to the Recipient and during normal business hours, enter upon the Recipient’s premises to conduct an audit or investigation of the Recipient or any Project regarding the Recipient’s compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient’s representations and warranties;
- (b) the progress of the Project; or
- (c) the Recipient’s allocation and expenditure of the Funds.

**A.7.5 Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
- (c) share any documents, records and findings with Canada.

- A.7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:
- (a) ensuring that the Province has access to the records and documents wherever they are located;
  - (b) coordinating access with any Third Party;
  - (c) assisting the Province to copy the records and documents;
  - (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
  - (e) carrying out any other activities the Province requests.
- A.7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.
- A.7.8 **Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).
- A.7.9 **Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:
- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
  - (b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.
- A.7.10 **Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).
- A.7.11 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.
- A.7.12 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, any Project.



## **A.8.0 COMMUNICATIONS REQUIREMENTS**

- A.8.1 Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule “G” (Communications Protocol).

## **A.9.0 LIMITATION OF LIABILITY AND INDEMNITY**

- A.9.1 Province and Canada Limitation of Liability.** In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or any Project or Projects.

- A.9.2 Indemnification of the Province and Canada.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

- A.9.3 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

- A.9.4 **Province's Election.** The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.
- A.9.5 **Settlement Authority.** The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.
- A.9.6 **Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

## **A.10.0 INSURANCE**

- A.10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to each Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:
- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - (b) a cross-liability clause;
  - (c) contractual liability coverage; and
  - (d) a 30-day written notice of cancellation.
- A.10.2 **Proof of Insurance.** At the request of the Province from time to time, the Recipient will:
- (a) provide to the Province, either:

- (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
  - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) provide to the Province a copy of any of the Recipient's insurance policies that relate to each Project or otherwise to the Agreement or both.

#### **A.11.0 TERMINATION ON NOTICE**

**A.11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

**A.11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any further costs for any Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;
- (b) cancel all further instalments of Funds; and
- (c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

#### **A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A.12.1 Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

- (a) failing to carry out any Project in whole or in part in accordance with the terms of the Agreement;
- (b) failing to use or spend Funds in accordance with the terms of the Agreement;
- (c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);

- (d) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (f) the Recipient ceases to operate.

**A.12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, and at its sole discretion, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of any Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

**A.12.3 Opportunity to Remedy.** If, in accordance with paragraph A.12.2(b), the Province

provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Remedial Period.

**A.12.4 Recipient Not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

**A.12.5 When Termination Effective.** Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

### **A.13.0 FUNDS UPON EXPIRY**

**A.13.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

### **A.14.0 DEBT DUE AND PAYMENT**

**A.14.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds plus any Interest Earned from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus any Interest Earned.

**A.14.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

- A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## **A.15.0 NOTICE**

- A.15.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.

- A.15.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and
- (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

- A.15.3 **Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

#### **A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT**

A.16.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

#### **A.17.0 SEVERABILITY OF PROVISIONS**

A.17.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

#### **A.18.0 WAIVER**

A.18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A.18.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

#### **A.19.0 INDEPENDENT PARTIES**

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

#### **A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

#### **A.21.0 GOVERNING LAW**

A.21.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

#### **A.22.0 FURTHER ASSURANCES**

A.22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

#### **A.23.0 JOINT AND SEVERAL LIABILITY**



A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP**

A.24.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.24.2 **Joint Authorship Of Agreement.** Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

#### **A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A.25.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

#### **A.26.0 SURVIVAL**

**A.26.1 Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement, unless otherwise specified herein. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Projects), A.5.5 (Disposal of Assets), A.5.6 (Revenue from Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1 (Recipient's Insurance) (for a period of 90 Business Days from the date of expiry or termination of the Agreement of the Agreement), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

## **A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS**

**A.27.1 Federal Environmental Requirements.** Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
  - (i) *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*,
  - (ii) other applicable environmental assessment legislation that is or may come

into force during the term of the Agreement; and

(iii) other applicable agreements between Canada and Aboriginal Communities.

A.27.2 **Assessments.** The Recipient will complete the assessments that are further described in Schedule “D” (Reports).

#### **A.28.0 ABORIGINAL CONSULTATION**

A.28.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule “I” (Aboriginal Consultation Protocol).

A.28.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for any Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
  - (i) Aboriginal Communities have been notified and, if applicable, consulted;
  - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
  - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
  - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.

A.28.3 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

## **A.29.0 COMMITTEE**

- A.29.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).
- A.29.2 **Notice of Establishment of Committee.** Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.29.1 (Establishment of Committee).

## **A.30.0 DISPUTE RESOLUTION**

- A.30.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

## **A.31.0 SPECIAL CONDITIONS**

- A.31.1 **Special Conditions.** The Province’s funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided to the satisfaction of the Province with:

- (i) a copy of the by-law(s), council resolution(s) or both or any other necessary instrument applicable to the Recipient authorizing its entry into the Agreement;
  - (ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
  - (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
  - (iv) any other Reports requested by the Province in the format specified.
- (b) prior to submitting a request for payment in respect of any Project under the Agreement if required by the Province,
- (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
    - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
    - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
    - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
  - (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

## **END OF GENERAL TERMS AND CONDITIONS**

### **[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]**

**SCHEDULE “B”**  
**SPECIFIC INFORMATION**

**B.1.0 EXPIRATION DATE**

**B.1.1 Expiration date.** The Expiration Date is **December 31, 2024.**

**B.2.0 MAXIMUM FUNDS**

**B.2.1 Maximum Funds.** Maximum Funds means, for each Project, the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution as set out in Sub-schedule “C.1” (Project Description and Financial Information).

**B.3.0 ADDRESSEES**

**B.3.1 Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

<b>Contact information for the purposes of Notice to the Province</b>	<b>Address:</b> Ministry of Infrastructure Infrastructure Program Delivery Branch 777 Bay Street, Floor 4, Suite 425 Toronto, Ontario, M7A 2J3  Attention: Manager, Program Delivery Unit  <b>Email:</b> ICIPCOVID@ontario.ca
<b>Contact information for the purposes of Notice to the Recipient</b>	<b>Position:</b> Chief Administrative Officer <b>Address:</b> 2 Mille Roches Road, ON, Long Sault, K0C1P0 <b>Email:</b> debi@southstormont.ca

**[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS FOLLOWS]**

**SCHEDULE “C”**  
**PROJECT DESCRIPTION, FINANCIAL INFORMATION, AND PROJECT STANDARDS**

**C.1.0 PROJECT DESCRIPTION**

**C.1.1 Project Description.** The Recipient will carry out each Project as described in Sub-schedule “C.1” (Project Description and Financial Information). Notwithstanding anything to the contrary, the Construction Start for any Project must occur by September 30, 2021, or any other date with the prior written consent of the Province.

**C.2.0 PROJECT STANDARDS**

**C.2.1 Canada’s Requirements for Standards.** In addition to any other standards that the Recipient must meet or exceed for each Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada’s *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at [www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html](http://www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html), or at any other location the Province may provide; and
- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

**C.3.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS**

**C.3.1 Province’s and Canada’s Consent.** Any change to any Project will require the Province’s and Canada’s consent. When seeking to make a change in respect of any Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

**SUB-SCHEDULE “C.1”  
PROJECT DESCRIPTION AND FINANCIAL INFORMATION**

**(a) List of Projects**

Project ID	Project Title	Federal Approval Date (MM/DD/YYYY)	Total Eligible Expenditures of the Project (\$)	Canada's Maximum Contribution (\$)	Percentage of Federal Support (%)	Ontario's Maximum Contribution (\$)	Percentage of Provincial Support (%)
2021-02-1-1564761004	Community Park Multi-Use Path Project	04/19/2021	\$99,999.00	\$79,999.20	80%	\$19,999.80	20%



**(b) Project Description**

- (i) Project - Community Park Multi-Use Path Project, case # 2021-02-1-1564761004.

This project will allow construction of a new multi-use path to promote safe active transportation through the Village of Long Sault and provide proper linkages for those who use the park to connect to local churches, school, outdoor washrooms, and various park amenities. The completion of this project would be the beginning of a series of pathway connections throughout the Village as proposed in the Parks and Recreation Master Plan by creating a public asset that promotes physical and mental well being.

The project consists of the construction of a 3 meters wide x 600 meters long multi-use asphalt path within the Arnold Bethune Memorial Park in the Villages of Long Sault. Project activity will include excavation to remove 150mm of existing topsoil, supply, placing, and fine grading of 300mm of granular, supply 50mm of asphalt and contingency to allow for fill to grade and post construction landscaping as required, and line painting.

Project outputs include the ability to safely connect residents and visitors to a variety of park amenities, educational facilities, places of worship, commercial offerings, and waterfront opportunities within the Village. The path will support active transportation and provide children with a safe cycling route to school.

**[SCHEDULE “D” – REPORTS FOLLOWS]**

## **SCHEDULE “D” REPORTS**

### **D.1.0 REPORTING REQUIREMENTS**

**D.1.1 Reports.** The Recipient, with respect to each Project, will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format and on the dates to be prescribed by the Province. Progress Reports will be submitted by the Recipient no less frequently than twice a year;
- (b) **Claim Reports.** The Recipient, with respect to each Project, will submit one (1) request for payment for Eligible Expenditures in a format to be prescribed by the Province within 60 Business Days of reaching Substantial Completion. The request for payment must be submitted by an authorized representative of the Recipient and, subject to any other information the Province, at its sole discretion, may require from time to time, shall include:
  - (i) a detailed breakdown of invoices that are being claimed for reimbursement; and
  - (ii) copies of invoices.

Subject to the prior written consent of the Province, which shall be at the Province’s sole and absolute discretion, the Recipient may request in writing the submission of a request for payment on a more frequent basis. Notwithstanding anything to the contrary, such request shall in no circumstance be more frequent than once per quarter.

- (c) **Reporting Requirements at Project Substantial Completion.** Within 60 Business Days of reaching Substantial Completion, the Recipient shall submit:
  - (i) a declaration of project Substantial Completion;
  - (ii) a final Progress Report in a manner, format, and with such content as may be prescribed by the Province;
  - (iii) a copy of the report for the compliance audit carried out pursuant to Article D.4.0 (Compliance Audit(s));
  - (iv) a summary of any Communications Activities made for the Project; and,

- (v) a photograph of the Project.
- (d) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province directs.

## **D.2.0 ABORIGINAL CONSULTATION RECORD**

**D.2.1 Inclusion of Aboriginal Consultation Record.** The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

## **D.3.0 RISK ASSESSMENT**

**D.3.1 Further Details on Risk Assessment.** Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of each Project.

## **D.4.0 COMPLIANCE AUDIT(S)**

**D.4.1 Compliance Audit(s).** Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or any Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, with respect to each Project, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;

- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**[SCHEDULE “E” - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES  
FOLLOWS]**

**SCHEDULE “E”**  
**ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES**

**E.1.0 ELIGIBLE EXPENDITURES**

E.1.1 Notwithstanding anything to the contrary herein the Agreement, for each Project, Eligible Expenditures shall only include those direct costs that are considered, in the Province’s and Canada’s sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

- (a) The incremental costs of the Recipient’s staff or employees provided that:
  - (i) The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required services at the best value for money; and
  - (ii) The arrangement is approved in advance in writing by the Province and Canada.
- (b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- (c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

**E.2.0 INELIGIBLE EXPENDITURES**

E.2.1 Without limiting the discretion of the Province and Canada in section E.1.1, for each Project, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- (a) Costs incurred prior to the Federal Approval Date;
- (b) Costs incurred after December 31, 2021 or any other date with the prior written consent of the Province;
- (c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- (d) Costs incurred for terminated or cancelled Projects;

- (e) Costs related to developing a business case or proposal or application for funding;
- (f) Costs associated with the acquisition, expropriation or leasing of:
  - (i) Land,
  - (ii) Buildings, or
  - (iii) Other facilities
- (g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- (h) Costs that have not been claimed for reimbursement by the date that is 60 Business Days following Substantial Completion;
- (i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- (j) Costs related to any component of the Project other than its approved scope;
- (k) Real estate fees and related costs;
- (l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- (m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- (n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- (o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- (p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- (q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- (r) Taxes of any kind;
- (s) Costs of relocating entire communities;
- (t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";

- (u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;
- (v) Costs incurred contrary to Article A.5.0 (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of Schedule "A" (General Terms and Conditions) of this Agreement;
- (w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.
- (x) Costs, charges, penalties or fees incurred or paid by the Recipient that are a result of late or non-payment, rush requests, or contract termination or non-compliance;
- (y) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- (z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock;
- (aa) Any costs determined by the Province and Canada, in their sole discretion, to be associated with:
  - (i) tourism infrastructure;
  - (ii) a facility that serves as a home to a professional sports team; or
  - (iii) a planning project;
- (bb) Any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

**[SCHEDULE "F" – EVALUATION FOLLOWS]**

## **SCHEDULE “F” EVALUATION**

### **F.1.0 PROJECT AND ICIP EVALUATIONS**

- F.1.1 Recipient’s Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluations in respect of any Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

**[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]**



## **SCHEDULE “G” COMMUNICATIONS PROTOCOL**

### **G.1.0 DEFINITIONS**

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient;  
and
- (b) in the case of the Agreement, the Province and the Recipient.

### **G.2.0 PURPOSE**

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to each Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and each Project.

### **G.3.0 GUIDING PRINCIPLES**

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

#### **G.4.0 JOINT COMMUNICATIONS**

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of each Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of any Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of any Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

## **G.5.0 INDIVIDUAL COMMUNICATIONS**

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of any Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to any Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of any Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of any Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of any Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

## **G.6.0 OPERATIONAL COMMUNICATIONS**

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of each Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

## **G.7.0 MEDIA RELATIONS**

G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

## **G.8.0 SIGNAGE**

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of each Project.

G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at each Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of any Project, the Recipient will:

- (a) on the marker, recognize the Province's and Canada's contributions; and
- (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

G.8.6 **Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

## **G.9.0 COMMUNICATING WITH RECIPIENT**

- G.9.1 Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

## **G.10.0 ADVERTISING CAMPAIGNS**

- G.10.1 Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of any Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

**[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]**

## **SCHEDULE “H” DISPOSAL OF ASSETS**

### **H.1.0 DEFINITIONS**

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“**Asset Disposal Period**” means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

### **H.2.0 DISPOSAL OF ASSETS**

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of any Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for any Project.

**[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]**

## **SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL**

### **I.1.0 DEFINITIONS**

**I.1.1 Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**”, also known as “Aboriginal Group”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

### **I.2.0 ABORIGINAL CONSULTATION PLAN**

**I.2.1 Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan (“Aboriginal Consultation Plan”) in respect of each Project.

**I.2.2 Procedural Aspects of Aboriginal Consultation.** If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

**I.2.3 Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

**I.2.4 Changes to Plan.** The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

### **I.3.0 ABORIGINAL CONSULTATION RECORD**

**I.3.1 Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record

and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.2.1 (Inclusion of Aboriginal Consultation Record).

#### **I.4.0 RESPONSIBILITIES OF THE RECIPIENT**

**I.4.1 Notification to and Direction from the Province.** The Recipient, with respect to each Project, will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

**I.4.2 Direction from the Province and Contracts.** In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

#### **[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES FOLLOWS]**



## **SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES**

### **J.1.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT**

- J.1.1 **Procedures.** The procedures provided for in Article J.2.0 (Procedures for Requests for Payment for Eligible Expenditures) of this Schedule “J” (Request for Payment and Payment Procedures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.
- J.1.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of each Project to the Province in a diligent and timely manner.

### **J.2.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES**

- J.2.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of each Project to the Province in accordance with Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee.

### **J.3.0 PAYMENTS OF FUNDS**

- J.3.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Sub-schedule “C.1” (Project Description and Financial Information).
- J.3.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
  - (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);

- (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
- (d) compliance with all applicable audit requirements under the Agreement; and
- (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).

J.3.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.3.0 (Payments of Funds).

#### **J.4.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS**

J.4.1 **Timing.** The Recipient will submit all requests for payment within 60 Business Days of any Project’s Substantial Completion.

J.4.2 **No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment that is received by the Province after 60 Business Days following the Substantial Completion of any Project.

#### **J.5.0 FINAL RECONCILIATION AND ADJUSTMENTS**

J.5.1 **Final Reconciliation and Adjustments.** For each Project, following the submission of the final Progress Report and the declaration of Substantial Completion, the Province will carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

#### **J.6.0 HOLDBACK**

J.6.1 **Holdback.** For each Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

#### **J.7.0 FINAL PAYMENT**

J.7.1 **Final Payment.** Subject to paragraph A.4.2(c) of Schedule “A” (General Terms and Conditions), the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) of Schedule “A” (General Terms and Conditions) have been met.

**[SCHEDULE “K” – COMMITTEE FOLLOWS]**

## **SCHEDULE “K” COMMITTEE**

### **K.1.0 ESTABLISHMENT OF COMMITTEE**

**K.1.1 Establishment and Term of Committee.** If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiration Date of the Agreement.

### **K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS**

**K.2.1 Appointments by the Province.** The Province will appoint two persons as members of the Committee.

**K.2.2 Appointments by the Recipient.** The Recipient will appoint two persons as members of the Committee.

**K.2.3 Chairs of the Committee.** The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

**K.2.4 Non-committee Member Staff.** The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

### **K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS**

**K.3.1 Rules of Committee.** The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair; and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

**K.3.2 Quorum.** A quorum for a meeting of the Committee will exist only when both co-chairs are present.

### **K.4.0 COMMITTEE MANDATE**

**K.4.1 Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;

- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

**K.4.2 Committee Decisions.** Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

## **K.5.0 ROLE OF THE RECIPIENT**

**K.5.1 Requirements.** The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;
- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for any Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of any Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee’s satisfaction, project status information related to Schedule “D” (Reports).

**Ministry of Infrastructure**

Office of the Assistant Deputy Minister

Infrastructure Program Design and  
Delivery Division777 Bay Street, 4<sup>th</sup> Floor, Suite 425  
Toronto, Ontario M5G 2E5  
Telephone: 416-314-5148  
Email : adam.redish@ontario.ca**Ministère de l'Infrastructure**

Bureau du sous-ministre adjoint

Division de la conception et de la mise en  
œuvre des programmes d'infrastructure777, rue Bay, 4 étage, Suite 425  
Toronto (Ontario) M5G 2E5  
Téléphone : 416-314-5148  
Courriel : adam.redish@ontario.ca

To: COVID stream TP recipient

From: Adam Redish

Re: Transfer payment agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure

Dear Recipient:

As you may be aware, the Government of Canada and the Government of Ontario have recently amended the Integrated Bilateral Agreement that governs the COVID stream to provide additional time for the completion of COVID stream projects.

As such the Ministry is proposing to make the following amendments to the transfer payment agreement between the Province and your municipality (the "Agreement") :

1. Article A.2.1(f) of the Agreement is hereby deleted in its entirety and replaced with "[Intentionally Deleted]".
2. Article A.3.2 (Substantial Completion) of the Agreement is hereby deleted in its entirety and replaced with:

**A.3.2 Substantial Completion.** The Recipient will ensure that the Project is Substantially Completed on or before December 31, 2023.

3. Article A.31.1 (a)(i) of the Agreement is hereby deleted in its entirety and replaced with "[Intentionally Deleted]".
4. Article C.1.1 (Project Description) of the Agreement is hereby deleted in its entirety and replaced with:

**C.1.1 Project Description.** The Recipient will carry out the Project as described in Sub-schedule "C.1" (Project Description and Financial Information). Notwithstanding anything to the contrary, the Construction Start for the Project must occur by September 30, 2023. Without limiting any other rights and remedies the Province may have under the Agreement or provided by law, if Construction Start for the Project does not occur by September 30, 2023, the Province may cancel the Project and shall have no obligation to provide any Funds under this Agreement to the Recipient for the Project.

5. Article D.1.1(a) (Progress Reports) of the Agreement is hereby deleted in its entirety and replaced with the following:

**D.1.1 (a) Progress Reports.** The Recipient will submit Progress Reports to the Province in a format and on the dates to be prescribed by the Province. Progress Reports will be submitted by the Recipient no less frequently than twice a year, and subject to any other information that the Province may prescribe at its discretion, each Progress Report shall include the following information with respect to the Project:

- (i) Estimated total Eligible Expenditures;
- (ii) Total Eligible Expenditures to date;
- (iii) Progress tracker (e.g. percent completed);
- (iv) Construction Start and end dates (forecasted/actual); and
- (v) Confirmation of installed Project signage, if applicable.

Each Progress Report shall also include an attestation in a format acceptable to the Province from the Recipient attesting that the information in the report is accurate and, in instances where the progress report also includes a request for payment, that Eligible Expenditures have been Incurred in accordance with the Agreement.

6. Article D.1.1(b) (Claim Reports) of the Agreement is hereby deleted in its entirety and replaced with the following:

**D.1.1(b) Claim Reports.** The Recipient, with respect to the Project, will submit one (1) request for payment covering Eligible Expenditures on a semi-annual basis at a minimum. The request for payments shall be submitted in a format and with such contents to the satisfaction of the Province. Each request for payment must be submitted by an authorized representative of the Recipient and, subject to any other information the Province, at its sole discretion, may require from time to time, shall include:

- (i) a detailed breakdown of invoices that are being claimed for reimbursement;
- (ii) an attestation in a format acceptable to the Province attesting that the Eligible Expenditures claimed in the request for payment have been incurred in accordance with this Agreement; and
- (iii) copies of invoices.

Subject to the prior written consent of the Province, which shall be at the Province's sole and absolute discretion, the Recipient may request in writing the submission of a request for payment on a more frequent basis. Notwithstanding anything to the contrary, such request shall in no circumstance be more frequent than once per quarter. For clarity, the Recipient may elect to submit each request for payment to the Province as part of the Progress Report, as set out in Article D.1.1(a), if such submission complies with all other terms and conditions of the Agreement.

7. Article E.2.1(b) is hereby deleted in its entirety and replaced with the following:

- (b) Costs incurred after December 31, 2023;

8. Article J.4.1 (Timing) is hereby deleted in its entirety and replaced with the following:

**J.4.1 Timing.** The Recipient will submit all requests for payment, including any final request for payment, within 60 Business Days of the Project's Substantial Completion.

Except for the amendments provided for in this amending agreement, all other terms and conditions of the Agreement shall remain in full force and effect.

All capitalized terms used in this amending agreement have the meanings ascribed to them in the Agreement.

This amending agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts may be executed either in original or other electronic form and the parties shall adopt any signatures received via email as original signatures of the Parties.

This amending agreement is effective as of the date of signature by the last signing party to this amending agreement.

If you agree to the amendments proposed above, kindly sign at the signature box below and return a copy to the Province by **October 7, 2021**. Upon your signing below, this letter will constitute Amending Agreement No. 1 to the Agreement.

Sincerely,

**Adam Redish**  
Adam Redish  
Assistant Deputy Minister  
Infrastructure Program Design and Delivery Division

Digitally signed by Adam Redish  
DN: cn=Adam Redish, o=Ministry  
of Infrastructure,  
ou=Infrastructure Program  
Design and Delivery Division,  
email=adam.redish@ontario.ca,  
c=CA  
Date: 2021.10.04 14:25:44 -04'00'

The undersigned hereby agrees to the amendments to the Agreement and the terms and conditions described above and agrees to be bound thereby.

\_\_\_\_\_  
Legal name of the Recipient

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.





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**To:** Council  
**From:** Ross Gellately, Director of Public Works  
**Date of Meeting:** October 13, 2021  
**Subject:** By-law 2021-075 Regulate Speed on Forrest Hill Road, Fickes Road, Connor Crescent, George Patrick Drive, Stratford Boulevard, Chantine Drive and Whitetail Drive.

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**Recommendation:**

That By-law 2021-075, being a by-law to regulate speed on Forrest Hill Road, Fickes Road, Connor Crescent, George Patrick Drive, Stratford Boulevard, Chantine Drive and Whitetail Drive be read and passed in open council, signed and sealed this 13<sup>th</sup> day of October 2021.

---

**Executive Summary:**

A request for review of the speed limit in Arrowhead Estates was received by Council. Staff have reviewed of the posted speed limit requirements as described in Transportation Association of Canada manual - *Canadian Guidelines for Posted Speed Limits* which has identified the posted speed should be 40 KPH.

---

**Background:**

Correspondence was received from residents of Arrowhead Subdivision expressing concern about the current 50 KPH speed limit as a result of a recent accident involving a pedestrian and a vehicle.

Arrowhead Estates does not have sidewalks and was constructed prior to the Township's Site Plan and Sub-Division Design Manual implemented the requirement for sidewalks in newly developed residential areas. The current 20m ROW and rural cross section does not provide the opportunity for sidewalks to be installed in the area.

Staff have consulted Transportation Association of Canada guidelines which were developed to provide guidance and enhance consistency in the evaluation of posted speed limits. Road geometry, road surface and road surface conditions, pedestrian and cycling volumes and concentration of residences accessing the road section are all considered in the guideline's risk assessment program.

When these conditions were input into the risk equation both the sections of Forrest Hill Road and Fickes Road warranted the speed reduction to 40 KPH. The same speed will be posted on adjoining streets for consistency.

This action will remedy this situation, making the speed consistent in the area.

Once approved, local OPP will be notified of the change in speed with a request for enforcement and OPP presence.

---

**Alignment with Community Strategic Plan:**

Goal 5: Strong Community

Objective 5.5: Health and Education

---

**Risk and Asset Management Considerations:**

The risk assessment in the Transportation Association of Canada guidelines provides an objective engineering-based evaluation of the posted speed, mitigating risk to the residents in the affected area.

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**Options:**

1. That the speed limit be reduced to 40 KPH on Forrest Hill Road, Fickes Road and all adjoining streets and instruct staff to take the necessary steps to replace and erect signage to reflect the new speed limit and notify OPP of the change.
2. Other as determined by Council.

---

**Financial Impact:**

There will be minimal financial impact other than the replacement of existing signage and installation of signage to meet the requirements of the Ontario Traffic Manuals.

---

**Others Consulted:**

- OPP
- Transportation Association of Canada manual – Canadian Guidelines for Establishing Posted Speed Limits.

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW NO. 2021-075

BEING a by-law to regulate the rate of speed in the Arrowhead Estates subdivision.

---

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 *Highway Traffic Act, R.S.O. 1990*, c.H.8 ss. 128(2) authorizes Council to pass by-laws for the purpose of prescribing a rate of speed;

AND WHEREAS the *Highway Traffic Act, R.S.O. 1990*, c.H.8. ss. 128(3) prescribes that the rate of speed shall be 40, 50, 60, 70, 80, 90, or 100 kilometers per hour;

AND WHEREAS Council of the Corporation of the Township of South Stormont deems it expedient, for the safety of the inhabitants, to regulate the speed on Bayview Road.

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

1. That the rate of speed for:
  - Forrest Hill Road;
  - Fickes Road;
  - Connor Crescent;
  - George Patrick Drive;
  - Stratford Boulevard;
  - Chantine Drive; and
  - Whitetail Drive, shall be 40 kilometers per hour.
2. That any by-law inconsistent with this by-law is hereby repealed.

READ AND PASSED in open Council, signed and sealed this 13<sup>th</sup> day of October, 2021.

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Mayor

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Clerk



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**To:** Council  
**From:** Karl Doyle, Interim Director of Planning and Building  
**Date of Meeting:** October 13, 2021  
**Subject:** By-law No. 2021-076 By-law to Remove a Holding Provision (Fenton Farm Subdivision Phase 1)

Owner: Newell & Grant Brown Ltd.  
Fenton Farm Phase 1 - lots 1 through 13, lots 32 through 43 inclusive - Part of the East Half of Lot 33, Concession 5, Being Parts 1-6 on Reference Plan 52R-7695; geographic Former Township of Cornwall, Township of South Stormont

---

**Recommendation:**

That By-law No. 2021-076, being a by-law to remove a holding provision pursuant to Section 36 (4) of the Planning Act, be read and passed in open Council, signed and sealed this 13th day of October, 2021.

---

**Executive Summary:**

This report recommends lifting the Holding category on the subject lands to accommodate the construction of 2 single detached dwellings.

---

**Background:**

The holding (h) provision is typically implemented to delay development until municipal services are available to a site. The subject property, being Lots identified on the draft plan - lots 1 through 13, lots 32 through 43 inclusive - Part of the East Half of Lot 33, Concession 5, Being Parts 1-6 on Reference Plan 52R-7695; geographic Former Township of Cornwall, Township of South Stormont (Fenton Farm Subdivision).

The residential development has had major services and preliminary roadway works constructed and the applicant will finalize the subdivision agreement to provide services, lot grading, and other requirements for development. The developer is working on the final requirements in order for building permits to be issued.

---

**Alignment with Community Strategic Plan:**

Goal 3: Economic Growth  
Objective 5.3: Housing

---

**Risk and Asset Management Considerations:**

There is no risk to the Township.

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**Financial Impact:**

The Township has financial securities in place for the planned residential development.

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**Others Consulted:**

Director of Public Works and the CBO

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW NO. 2021-076

- BEING a by-law to amend Zoning By-Law No. 2011-100 and remove a holding zone (Fenton Farm Subdivision Phase 1).
- 
- 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 Section 36 (4) of the *Planning Act, R.S.O. 1990*, provides that council may remove a holding symbol that was imposed to specify the use to which lands, buildings or structures may be put at such time in the future;
- AND WHEREAS By-law No. 2011-100, as amended regulates the use of land and the use and erection of buildings and structures within the Township of South Stormont;
- AND WHEREAS Council of the Township of South Stormont deems it advisable to amend By-law No. 2011-100 by deleting the holding symbol affecting the lands zoned "Residential Serviced - First - holding Zone (RS1-h)" and "Residential Serviced - Second - holding (RS2-h)" specifically, Fenton Farm Phase 1 - lots 1 through 13, lots 32 through 43 inclusive.
- NOW THEREFORE Council of the Township of South Stormont hereby enacts as follows:
1. That the lands affected by this by-law are as follows:
    - i. Part of the East Half of Lot 33, Concession 5, Being Parts 1-6 on Reference Plan 52R-7695; geographic Former Township of Cornwall, Township of South Stormont, as indicated on Schedule "A" attached hereto and forming part of this by-law.
  2. By-law No. 2011-100 is hereby amended as follows:
    - i. The holding symbol "h" is hereby removed from the lands described herein and indicated on Schedule "A", attached hereto.
    - ii. Schedule "5" to By-law No. 2011-100 is amended in accordance with the provisions of this by-law.

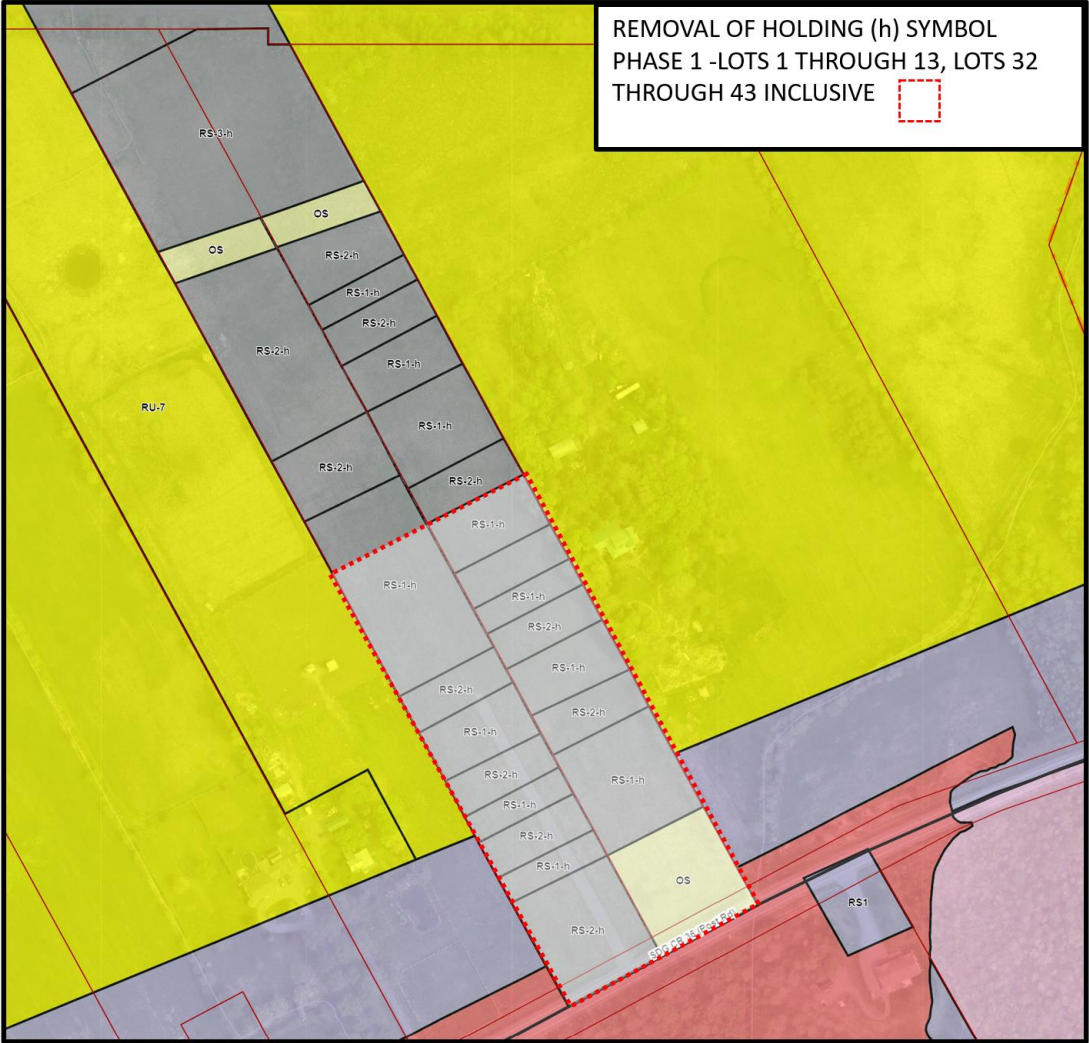
- 3. That all relevant provisions of By-law No. 2011-100 shall apply.
- 4. That this by-law shall become effective on the date of its passing.

READ AND PASSED in open Council, signed and sealed this 13<sup>th</sup> day of October 2021.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

SCHEDULE "A"  
TO BY-LAW NO. 2021-076  
TOWNSHIP OF SOUTH STORMONT  
(former Township of Cornwall)



Subject Lands (Phase 1) - Part of the East Half of Lot 33,  
Concession 5, Being Parts 1-6 on Reference Plan 52R-7695;  
geographic Former Township of Cornwall, Township of South  
Stormont.

Certificate of Authorization

This is Schedule "A" to By-law No. 2021-076, passed this 13<sup>th</sup> day  
of October, 2021

\_\_\_\_\_  
Mayor

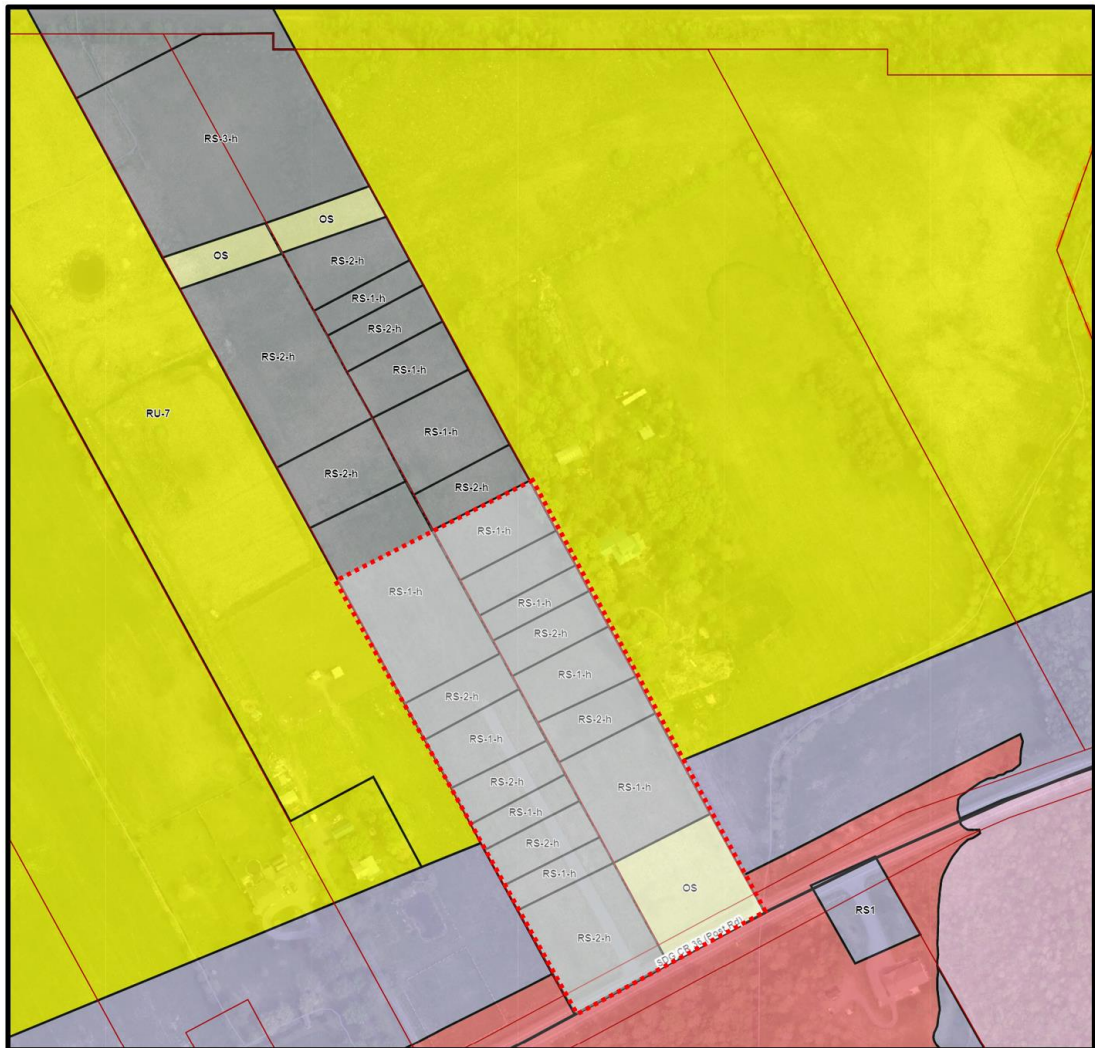
\_\_\_\_\_  
Clerk



EXPLANATORY NOTE TO BY-LAW NO. 2021-076  
AMENDING ZONING BY-LAW NO. 2011-100

The subject lands are zoned as “Residential Serviced - First - holding (RS1-h)” and “Residential Serviced - Second - holding (RS2-h)” under By-law No. 2011-100. The holding zone is being lifted to allow development to proceed according to the plan of subdivision on the lands, in accordance with the keymap below.

Under Section 36 of the Planning Act, there is no appeal process of a Council decision to remove a holding symbol.

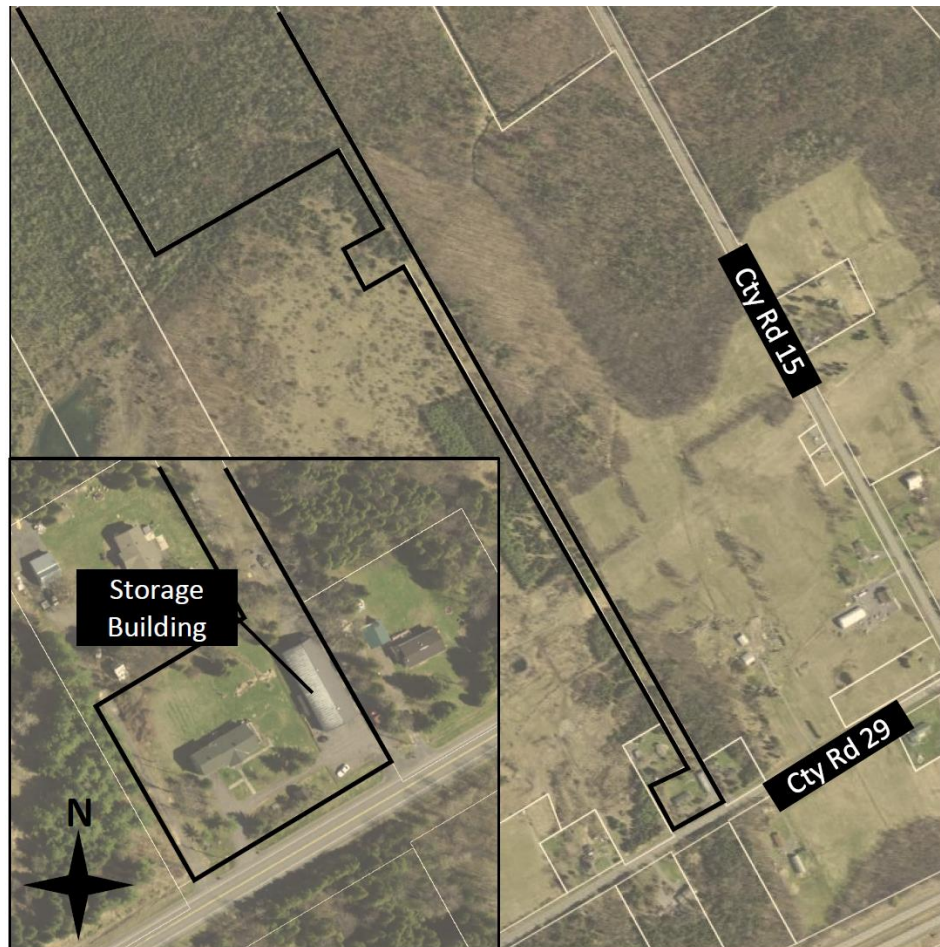


Subject Lands - (Phase 1) - Part of the East Half of Lot 33,  
Concession 5, Being Parts 1-6 on Reference Plan 52R-7695;  
geographic Former Township of Cornwall, Township of South  
Stormont.

**Township of South Stormont**  
ACTION REQUEST  
Planning and Building Department



**To:** Council  
**From:** Karl Doyle, Interim Director of Planning and Building  
**Date of Meeting:** October 13, 2021  
**Subject:** By-law No. 2021-077 to Amend By-law No. 2011-100 (2463524 Ontario Inc.)  
**Roll No:** 040600101793500  
**Owner/Applicant:** Bill Wooley  
**Legal:** Concession 6, Part of Lot 32; being Parts 1 to 5 on 52R-0424, and Part 1 on 52R-1064; Geographic Township of Cornwall, Township of South Stormont, 16267 County Road 29, Long Sault



**Recommendation:**

That By-law No. 2021-077, being a by-law to amend By-law No. 2011-100, be read and passed in open Council, signed and sealed this 13th day of October, 2021.

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**Executive Summary:**

The purpose of this zoning amendment is to amend the text of the Rural - Special Exception 11 (RU-11) zone applied to Parts 1 to 5 on 52R-0424, and Part 1 on 52R-1064; Geographic Township of Cornwall, Township of South Stormont, 16267 County Road 29, Long Sault.

The proposed amendment is to permit the storage of tires within the existing storage building on the subject lands.

---

**Background:**

The property currently consists of an existing residential single detached dwelling (175 m<sup>2</sup> +/-) on the west limit and a detached accessory structure (storage building) (375 m<sup>2</sup> +/-) on the east limit of the subject site.

The subject site contains two accesses from County Road 29. The existing residential dwelling is currently serviced by a well and septic.

The proposed residential land use (warehouse) under the current zone is not permitted to establish.

An existing accessory building on the subject lands is used for the storage of tires; however, a number of code violations were previously identified by the Township's Fire Department and was requested to be rectified. Upon further review, it was determined that the storage/warehouse activity is not a permitted use under current zoning.

---

**Provincial Policy Statement (PPS)**

- a) The subject lands are located within an "*Rural Lands*" as defined by the PPS;
- b) Sections 1.1.4/1.1.5 of the Provincial Policy Statement outlines the policies applicable to rural areas/lands.
- c) The PPS states that opportunities to support a diversified rural economy should be promoted and to direct development to areas where it will minimize constraints on agriculture/resource-related uses.
- d) The PPS further states that development that is compatible with the rural landscape and can be sustained by rural service levels should be promoted.
- e) Considering the above, staff are of the opinion that the proposal is consistent with the *Provincial Policy Statement 2020*.

**United Counties of SDG Official Plan (OP)**

- a) The subject property is Designated Provincially Significant Wetland (PSW) and "*Residential District*" under the Official Plan (OP).

- b) Section 3.4.6 of the Official Plan states that the intent of the "Rural District" designation is to accommodate a variety of land uses that are appropriate for a rural location and where it will not preclude continued agricultural/non-residential uses.
- c) Table 3.5 of the Official Plan outlines specific permitted uses in the Rural District, which includes Highway Commercial uses on major roads. The proposed use is very similar and incidental to the existing uses permitted under the current zoning.
- d) The Official Plan requires a zoning by-law amendment to permit new or expanded industrial and commercial uses.

In reviewing the subject site and applicable policy, staff is of the opinion that the proposal would meet the intent and purpose of the Rural District outlined in the Official Plan.

- e) Considering the above, staff are of the opinion that the proposal conforms with the policies and direction established under the Official Plan.

### ***Township of South Stormont Zoning By-law (ZBL)***

- a) The current RU-11 zoning permits a Contractor's Shop or Yard on the subject lands, in addition to the other uses permitted in the RU zone.
- b) The Subject lands is currently zoned "Rural - Special Exception 11 (RU-11)" & "Provincially Significant Wetland (PSW)" Zone. The proposal seeks to change the zoning to amend the text of the RU-11 zone to permit a Warehouse use on the subject lands, in addition to the existing uses permitted in the RU zone.
- c) Section 11.1 outlines the permitted uses and requirements of the Rural (RU) Zone, including those applicable to the special exception zones. The RU-11 zoning of the property currently permits a Contractor's Shop or Yard in addition to other permitted Rural uses. The proposed use will be located within an existing building on the site.
- d) The subject lands and proposed use of the existing building on the property comply with the minimum provisions of the Zoning By-law.
- e) Considering the above, the subject property appears to meet and/or exceed the requirements for a lot to be used for a warehouse in the Rural - Special Exception 11 zone.

### ***Circulation / Comments Received***

The Notice of Public Meeting was sent via regular mail to all adjacent landowners within 120 metres of the subject lands and circulated via email to the prescribed list of persons and agencies outlined under Section 34 of the *Planning Act*.

A public meeting was held on October 6<sup>th</sup>, 2020. Two members of the public made statements at the public meeting and no commentary has been received by circulated agencies.

Resident Statements;

- Roderick Parker, 16275 County Road 29, expressed concern about the emergency response and in particular, fire response. The Fire Chief will be consulted in advance of presenting any recommendation to Council.
- Wayne McGill, 5184 County Road 15, expressed concern with regards to the close proximity to residential homes in addition to the potential devalue of property in the area. Moreover, concerns were expressed over the assumed lack of supervision as the owner does not live onsite.

Following the public meeting, staff has met with the proponent on a few occasions to discuss the proposal and to provide guidance as to what would be required to legitimize the warehouse use from an Ontario Building Code and Fire code perspective. The proponent has provided the Township with a preliminary drawing illustrating as to how the development will be retrofit to include fire rated compartments to meet prescribed Provincial regulations.

If the zoning amendment is approved, the proponent has committed to provide a complete development application (building permit application). If approved, the Planning and Building Department will provide correspondence to the owner stipulating he will have to obtain a building permit approval and complete the retrofit within a specified timeframe. In the event the commitment is not met, both Fire and Building will proceed with appropriate remedial action.

The proponent has indicated he will be constructing a new development in Cornwall on Brookdale Avenue and will not store tires at the subject location by 2022-2023, once the building is vacated, he will use the building as storage for personal items i.e. vehicles, motor bike etc.

Staff reached out to both Mr. McGill and Mr. Parker to provide them with an update and to discuss their concerns.

- In regards to the fire response; the Fire Chief confirmed in the event of a fire the response time would be in between 4-5 minutes, the building currently contains a knox-box for fire entry.

- In regards to lack of supervision, the proponent's son resides in the dwelling and staff frequent the site daily.

Other items were discussed unrelated to the proposal, as a result by-law and building staff have been provided with the information to investigate. Both residents were satisfied with the response/update and course of action that is being taken.

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**Alignment with Community Strategic Plan:**

Goal 3: Economic Growth

Objective 4.2: Towns, Villages, and Farms

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**Risk and Asset Management Considerations:**

N/A

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**Options:**

1. That Council adopt By-law No. 2021-077 and amend By-law No. 2011-100.  
This is the recommended option.
2. That Council defers consideration of the subject application.
3. That Council refuses the subject application.

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**Financial Impact:**

N/A

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**Others Consulted:**

CBO/ Fire Chief / Fire Prevention Officer

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW NO. 2021-077

BEING a by-law to amend Zoning By-Law No. 2011-100.

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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 By-Law No. 2011-100 regulates the use of land and the use and erection of buildings and structures within the Township of South Stormont;

AND WHEREAS section 34 of the *Planning Act, R.S.O. 1990*, provides that any by-law passed under this section may be amended;

AND WHEREAS the matters herein set out are in conformity with the Official Plan of the United Counties of Stormont, Dundas and Glengarry;

AND WHEREAS the Council of the Township of South Stormont deems it advisable to amend By-Law No. 2011-100 as hereinafter set forth.

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

1. That the area affected by this by-law is located on Concession 6, Part of Lot 32; being Parts 1 to 5 on 52R-0424, and Part 1 on 52R-1064, being 16267 County Road 29, Long Sault, as indicated on Schedule "A" attached hereto and forming part of this By-law.
2. That Section 11.1 (c) is amended by:
  - i. "Shall be amended by including a "Warehouse" use as a permitted use to the text of the Rural - Special Exception 11 (RU-11) zone."
3. Schedule "3" of By-law No. 2011-100 is hereby amended in accordance with the provisions of this By-Law.
4. All other relevant provisions of By-Law No. 2011-100 shall apply.

5. That this by-law shall become effective on the date of passing hereof, subject to the appeal provisions of the Planning Act.

READ and passed in open Council, signed and sealed this 13<sup>th</sup> day of October, 2021.

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Mayor

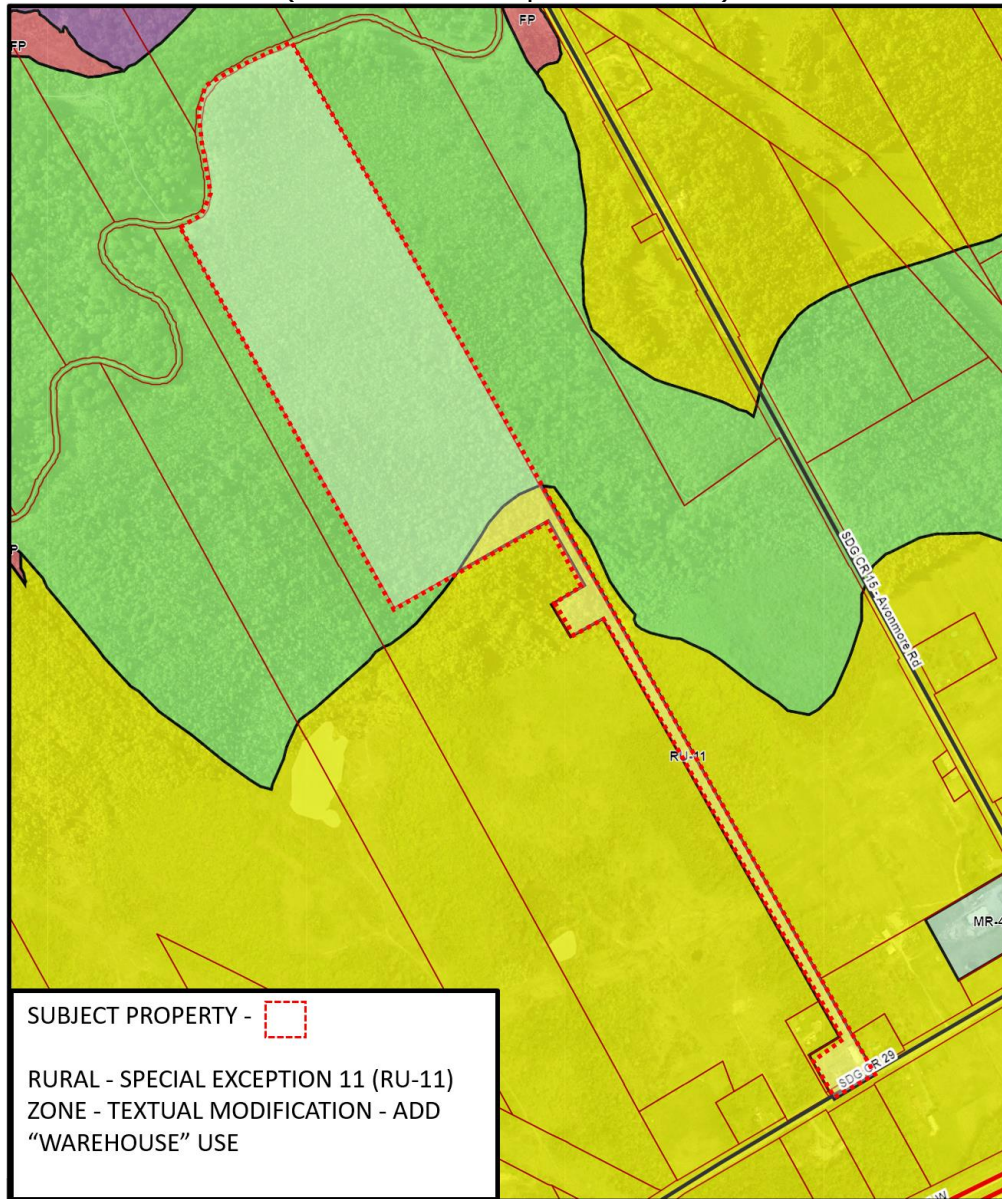
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Clerk



**SCHEDULE "A"**  
**TO BY-LAW NO. 2021-077**

TOWNSHIP OF SOUTH STORMONT  
(former Township of Cornwall)



**Subject Property** - Concession 6, Part of Lot 32; being Parts 1 to 5 on 52R-0424, and Part 1 on 52R-1064, being 16267 County Road 29, Long Sault

Certificate of Authentication

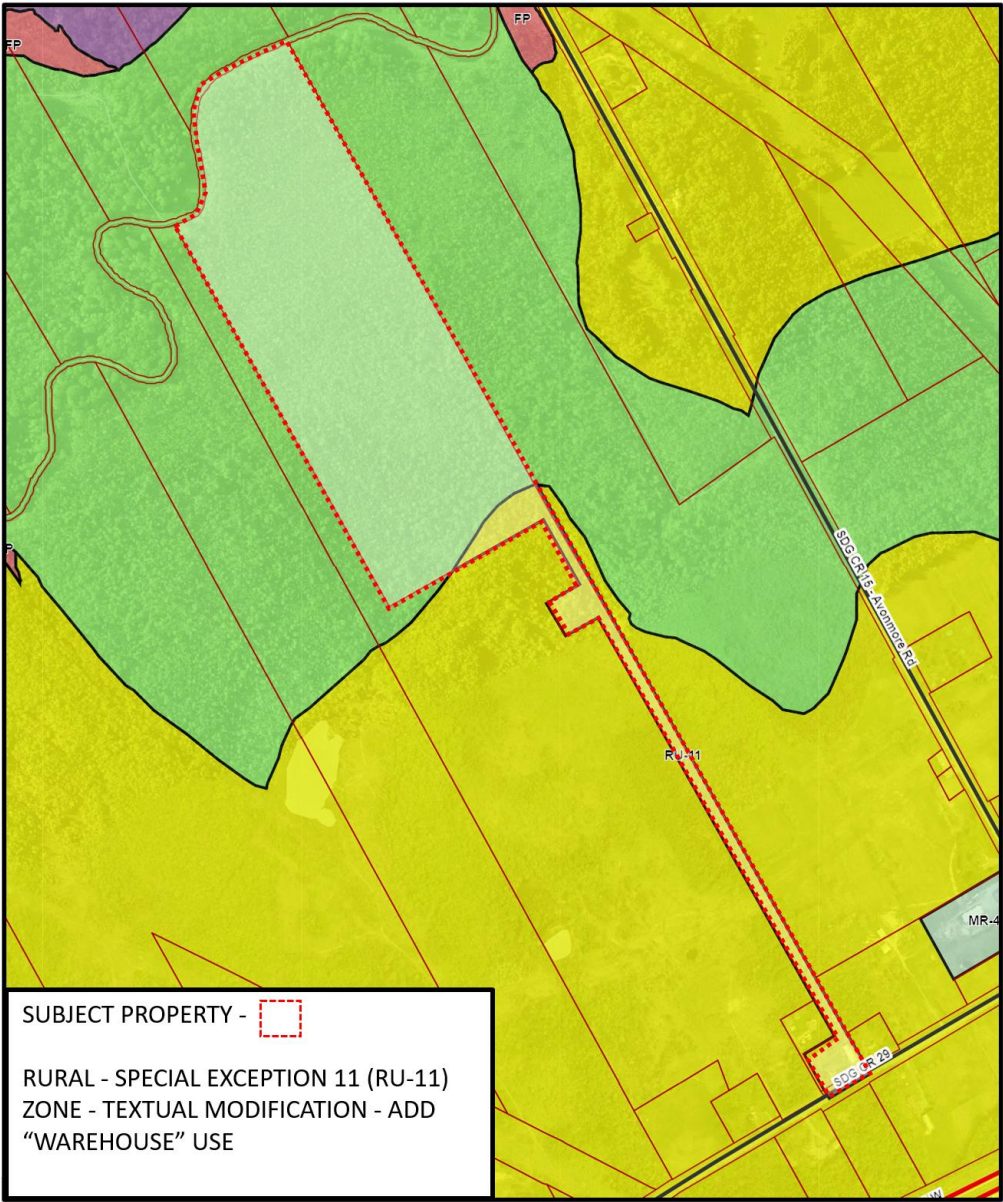
This is Schedule "A" to By-Law No. 2021-077, passed this 13<sup>th</sup> day of October, 2021

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

EXPLANATORY NOTE  
TO BY-LAW NO. 2021-077  
AMENDING ZONING BY-LAW NO. 2011-100

The purpose of this zoning amendment is to revise the Rural-special exception 11 (Ru-11) zoning on Part of Concession 6, Part of Lot 32; being Parts 1 to 5 on 52R-0424, and Part 1 on 52R-1064, being 16267 County Road 29, Long Sault, as shown on the Key Plan. The additional exception will permit a warehouse use.



THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW NO. 2021-078

BEING a by-law of the Township of South Stormont to adopt, confirm and ratify matters dealt with by resolution.

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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 meeting of the Township of South Stormont, held on September 21 and 22, 2021 are hereby adopted.
2. That the actions of the Council of the Township of South Stormont at the meetings of September 21 and October 13, 2021 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 13<sup>th</sup> day of October, 2021.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk