



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

**Wednesday, October 27, 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>1. Call to Order</b>	
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<b>18.</b>	<b>Adjournment</b>	



## **PUBLIC MEETING | OCTOBER 27<sup>TH</sup>, 2021**

**PROPOSED PLAN OF SUBDIVISION  
AMENDMENTS TO ZONING BY-LAW 2011-100  
PLAN OF SUBDIVISION SDG FILE: 01-SS-S-2021  
TOWNSHIP FILE: Z-2021-04 / Z-2021-05 / Z-2021-06**



# INTRODUCTION

This meeting is being held pursuant to Sections 51 and 34 of the Planning Act

Requests to be notified of the decision may be submitted to the Township of South Stormont Clerk, or United Counties of SDG Director of Planning Services

This evening's Public meeting items will be heard in the following order:

**Applicant:** Newell Brown / EVB Engineering

**Location:** County Road 36 - Part of Lot 35, Concession 5

**SDG file:** 01-SS-S-2021

**Zoning By-law Amendment File:** Z-2021-04

**Applicant:** David MacLean

**Location:** 4190 County Road 14 - Part of CON 6 PT LOT 18; AND RP 52R-1055 PART 7

**Zoning By-law Amendment File:** Z-2021-05

**Applicant:** Christopher Moke

**Location:** 13990 Collins Road, Chesterville - Part of CON 6 N PT LOT 35

**Zoning By-law Amendment File:** Z-2021-06

# PUBLIC MEETING OUTLINE

This meeting is an open forum for the public and Council to gather information, ask questions, and voice comments and concerns

A brief overview of the subdivision and rezoning application process is provided, followed by a presentation by the applicant

Following the presentations there will be an opportunity for comments and questions from the public and members of council, and an opportunity for the applicant to address them

**No decision will be made tonight**

# NOTICE OF PUBLIC MEETING

Notice of the Public Meeting was sent to all owners of land within 120 metres of the subject lands via First Class Mail on October 6<sup>th</sup>, 2021

Notice was posted on a sign at the entrance of the subject sites on October 6<sup>th</sup>, 2021

Notice was also provided electronically to the prescribed list established under the Planning Act

# SUBDIVISION OVERVIEW

The United Counties of SDG has authority to approve or refuse the proposed Plan of Subdivision

Following the public meeting, the United Counties will review all submissions made by the public and agencies respecting the proposal before making a decision

If approved, conditions are drafted to address development requirements, as well as items raised through public and agency consultation, which include the requirement to enter into a subdivision agreement and submission and approval of a stormwater management plan, for example.

# ZONING AMENDMENT OVERVIEW

The Council of the Township of South Stormont has authority to approve or refuse the proposed zoning amendment. Following the public meeting, the Township will review all submissions made by the public and agencies respecting the proposal before making a decision

Upon consideration of the comments made and documentation provided, Council will decide one of the following at a future meeting:

- pass and/or amend the By-Law;
- defer the decision; or
- refuse the zoning amendment application.

# OPPORTUNITY FOR APPEAL

The legislated 20-day appeal period begins following a council decision

Plan of Subdivision: Members of the public do not have the ability to appeal the decision to approve or refuse a plan of subdivision application

Rezoning: If a person or public body would otherwise have an ability to appeal the decision of the Township of South Stormont to the Ontario Land Tribunal (OLT), but they do not make oral or written submissions to the Councils before a decision is made to approve or refuse the proposal:

- the person or public body is not entitled to appeal the decision; and,
- the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal (OLT) unless, in the opinion of the Tribunal, there are reasonable grounds to do so

# APPLICATIONS 01-SS-S-2021 & Z-2021-04 (JOHN CHASE FARM SUBDIVISION)



# 01-SS-S-2021 & Z-2021-04 | SUBJECT PROPERTY

**Location:** Part of Lot 35, Concession 5, Long Sault

Situated north of County Road 36 (Post Road), east of Jim Brownell Boulevard, south of the Canadian National Railway, and west of County Road 15 (Avonmore Road)

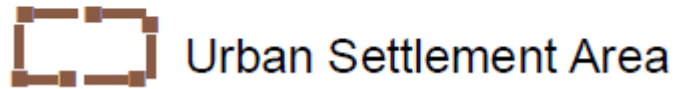
**Background:** Large residential parcel containing a residential dwelling and accessory structure(s).



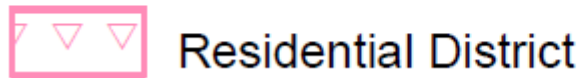


# 01-SS-S-2021 & Z-2021-04 | OFFICIAL PLAN

## Boundaries (Land Use Designation)



## Settlement Areas (Land Use Designation)



The subject site is located within the Urban Settlement Area and is identified as Residential District under the Official Plan

The Residential District Designation allows for a full range of low, medium and high-density housing types



# 01-SS-S-2021 & Z-2021-04 | OVERVIEW

## Parcel Size:

9.83 hectares (24.29 acres)

## Proposed Parcel Fabric:

74 lot development - consisting of (65) single family and (9) semi-detached dwellings

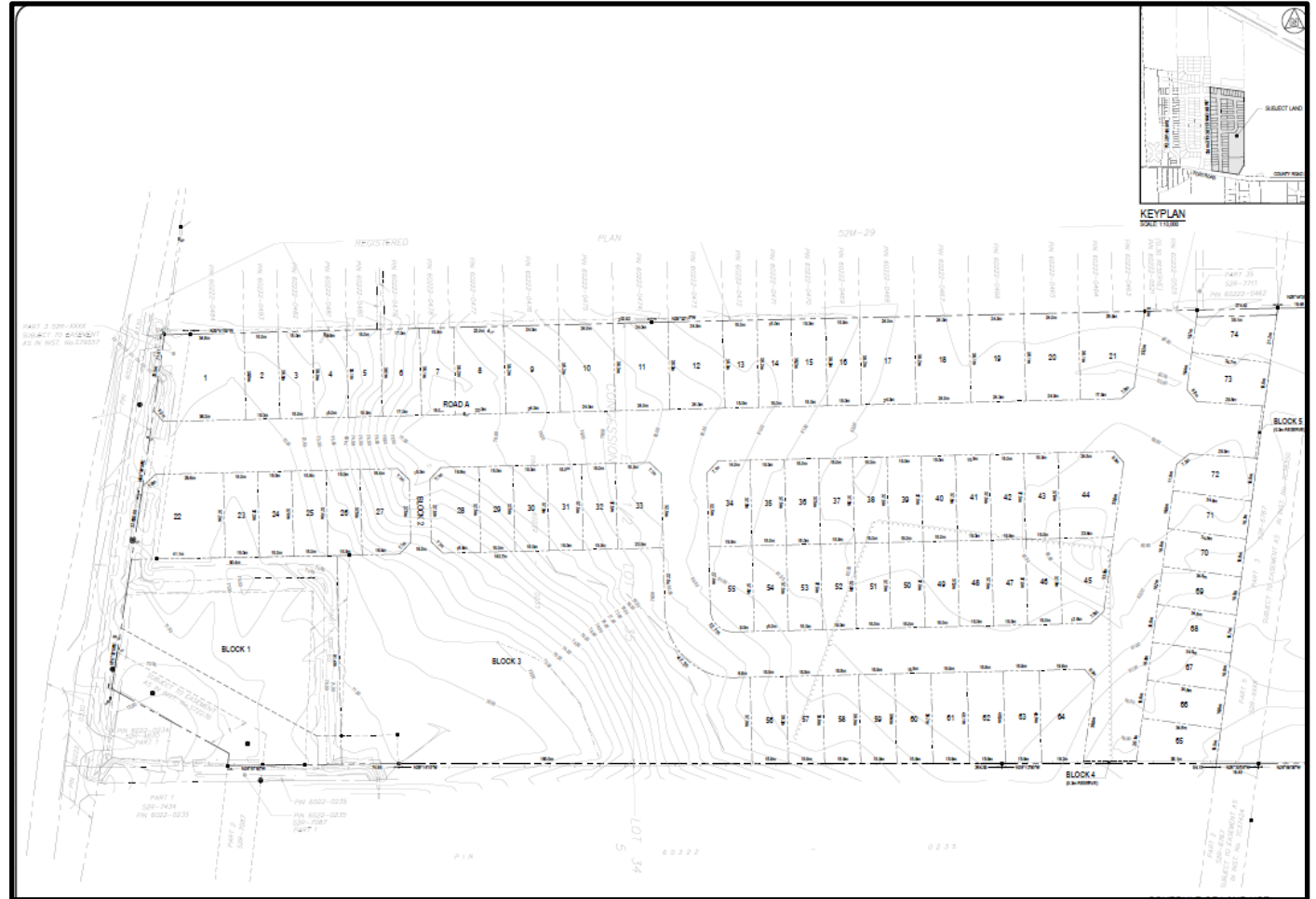
Average lot size (single detached) = 0.15 acres

Frontage = 15M-16M

Average lot size (semi-detached) = 0.23 acres

Frontage = 24M

Block 3 - 1.43 hectares (3.53 acres) - will accommodate a multi-residential cluster development consisting of several buildings



# 01-SS-S-2021 & Z-2021-04 | ZBLA OVERVIEW

## Existing Zoning:

Residential Serviced  
First - holding (RS1-h)



## Proposed Zoning:

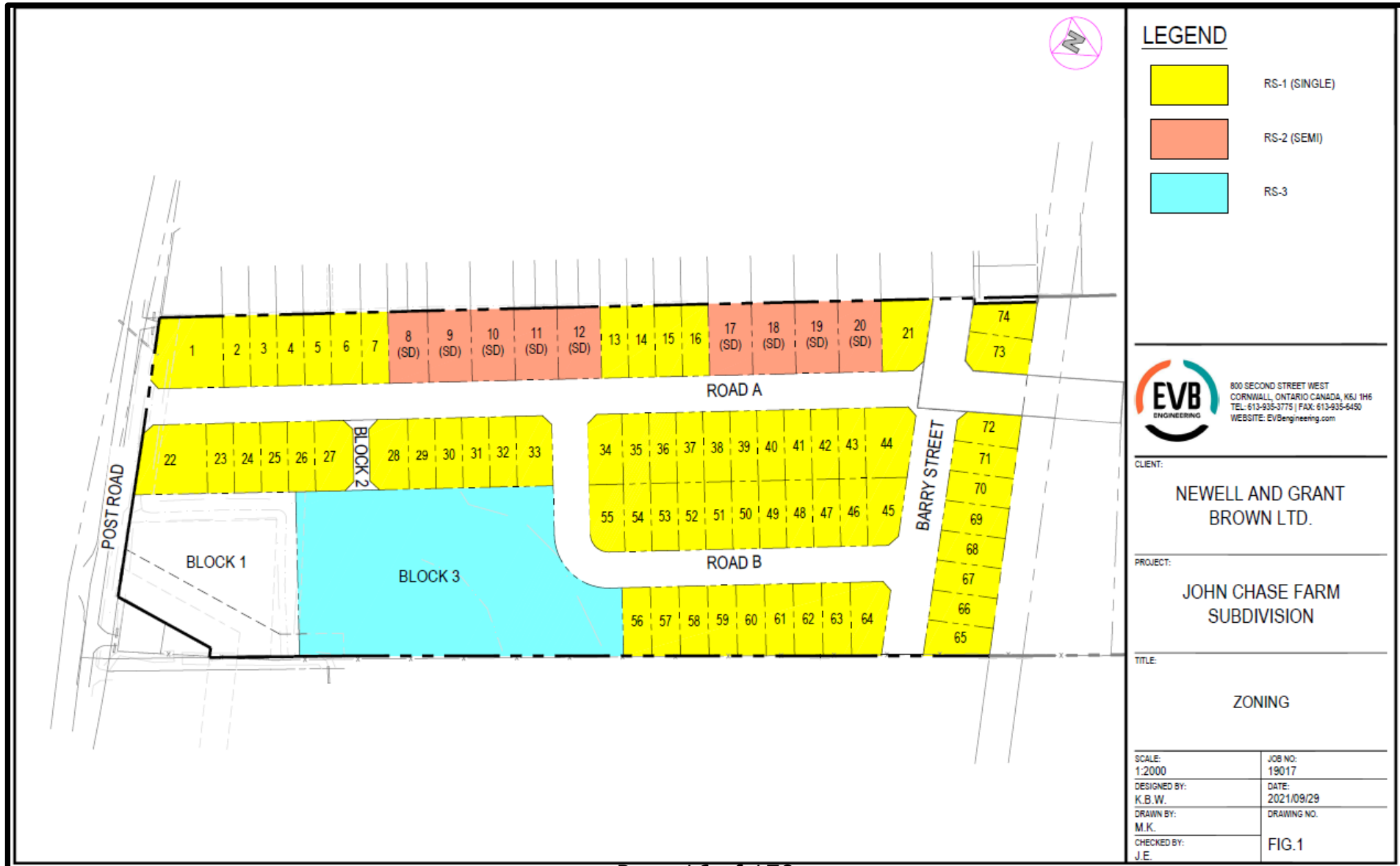
Residential Serviced First -  
holding (RS1-h)

Residential Serviced  
Second - holding (RS2-h)

Residential Serviced -  
Multiples - Holding (RS3-h)



# 01-SS-S-2021 & Z-2021-04 | TYPOLOGY OVERVIEW





# 01-SS-S-2021 & Z-2021-04 | ZBLA OVERVIEW

## Residential Serviced – First (RS1) Zone

### (a) Permitted Uses:

- a) ~~dwelling, accessory apartment;~~
- b) ~~dwelling, single detached;~~
- c) dwelling, secondary unit;
- d) group home, type 1;
- e) group home, type 2;
- f) home-based business.

### Proposed Zoning:

Residential Serviced  
First - holding (RS1-h)

## Residential Serviced - Second (RS2) Zone

### (a) Permitted Uses:

- boarding house;
- ~~dwelling, accessory apartment;~~
- dwelling, duplex;
- dwelling, semi-detached;
- dwelling, single detached;
- dwelling, secondary unit;
- group home, type 1;
- home-based business.

### Proposed Zoning:

Residential Serviced  
Second - holding (RS2-h)

## Residential Serviced – Multiples (RS3) Zone

### (a) Permitted Uses:

- dwelling, apartment building;
- dwelling, duplex;
- dwelling, townhouse;
- dwelling, secondary unit;
- dwelling, street townhouse;
- dwelling, semi-detached;
- group home, type 1;
- home-based business.

### Proposed Zoning:

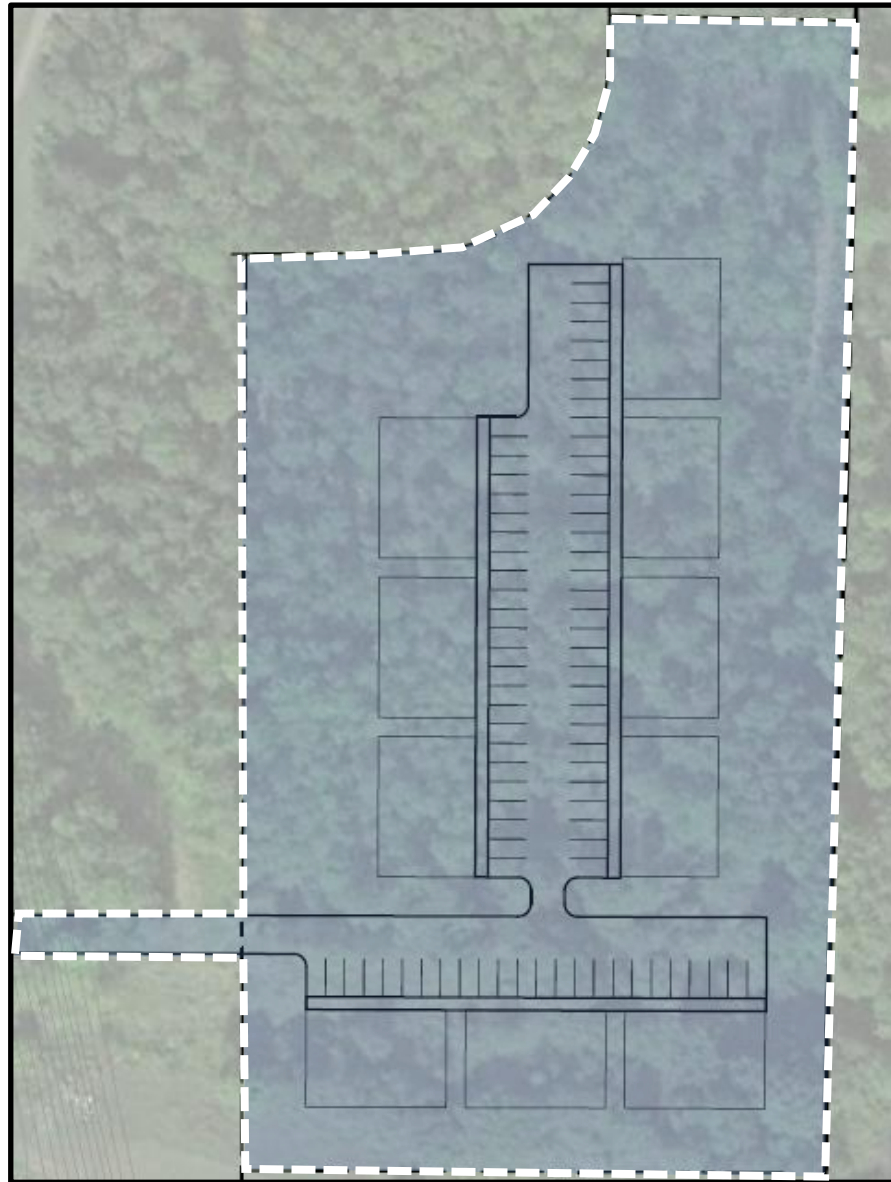
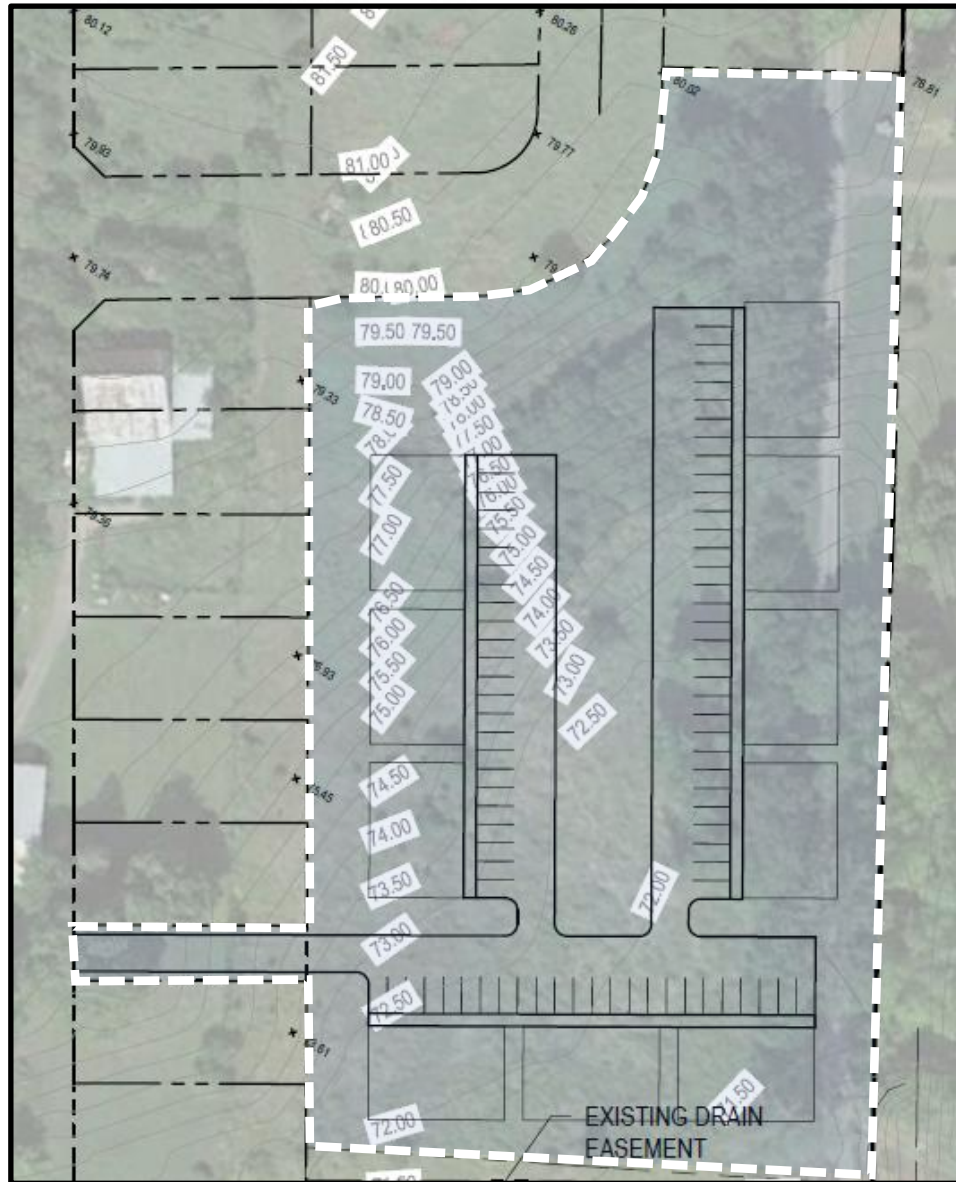
Residential Serviced -  
Multiples - Holding (RS3-h)

The single and semi-detached dwellings comply with required frontage and area requirements under the applicable zoning, the multi-residential BLOCK is conceptual and will need to be further analyzed

The Holding category will remain until servicing has been installed and an agreement is in place

Open Space (OS) will be allocated to areas on the plan where no buildings will be located the Stormwater management Facility (BLOCK 1)

# 01-SS-S-2021 & Z-2021-04 | ZBLA OVERVIEW



## Proposed Multi-Residential:

Preliminary conceptual design will be further evaluated and refined

Residential Serviced - Multiples - Holding (RS3-h) may require exceptions depending on final design

Multiple 1 storey 4 unit dwellings

Communal parking configuration

Tenure to be defined plan of condominium or rentals

# 01-SS-S-2021 & Z-2021-04 | ROAD NETWORK

Two (2) dead-end streets will be added on the north and east limit of the property to provide connections to future phases of the subdivision.

North / South corridor connection to County Road 36 (Post Road)  
- 0.3 m RESERVE (Block 5) (north)

East / West connection Barry Street east  
- 0.3 m RESERVE (Block 4) (east)

The multi-residential complex (Block 3) will be accessed by an East / West 9.0m wide segment located between Lots 27 and 28 identified as (Block 2)

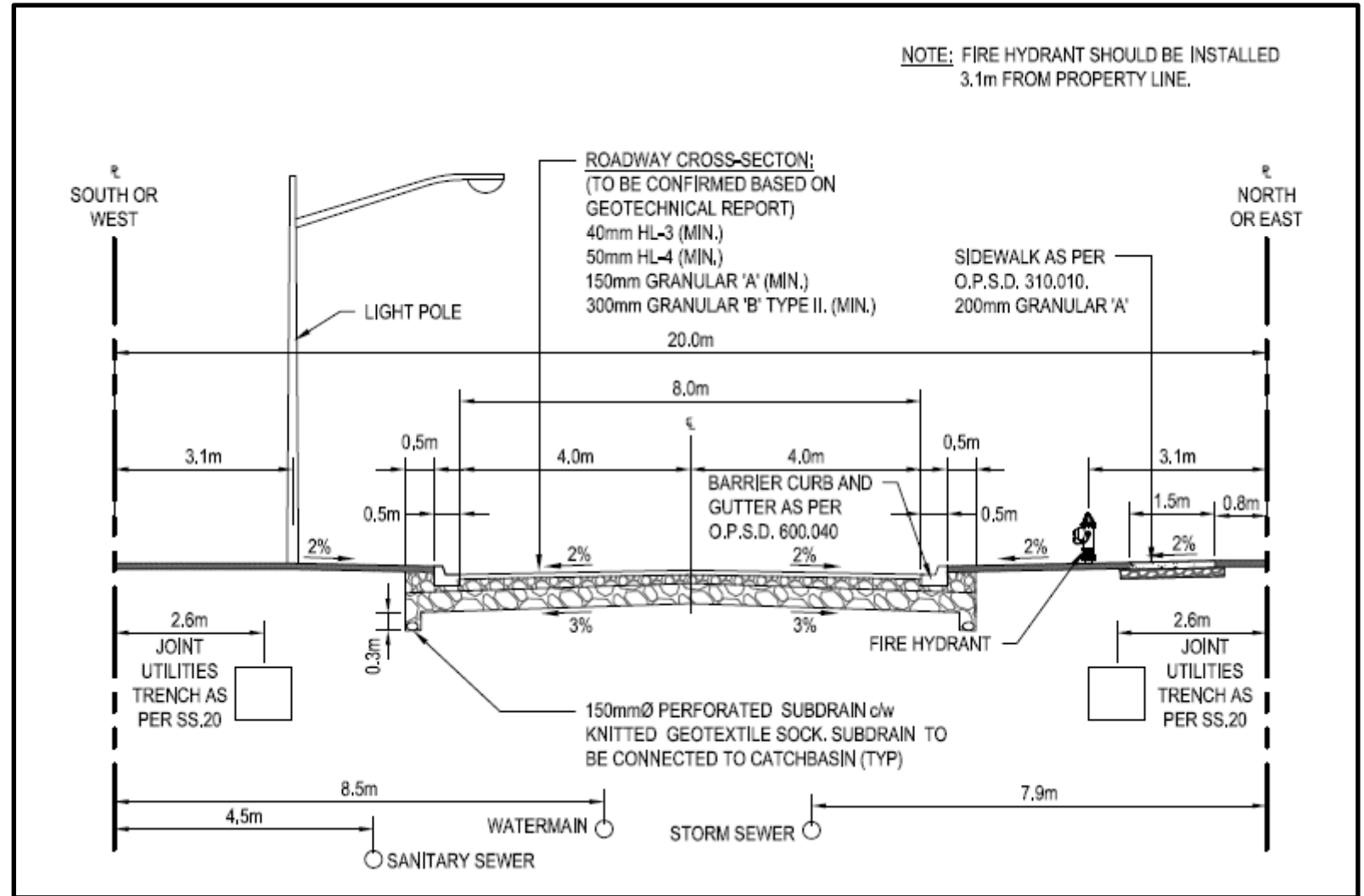




# 01-SS-S-2021 & Z-2021-04 | ROAD NETWORK

Asphalt roadways will be constructed for the development consistent with Township standards for an urban cross-section with a road allowance of 20.0m.

Roadway consisting of two (2) 4.0m lanes, one (1) standard barrier curb and gutter for each side and a 1.5m wide sidewalk located on the north/west side of the right-of-way.





# 01-SS-S-2021 & Z-2021-04 | ROAD NETWORK

A Traffic Impact Brief was submitted and indicates the intersection sight distance was calculated in order to ensure vehicles can safely execute all available maneuvers.

The available sight distance for a departing vehicle is at least equal to the minimum required sight distance along County Road 36. Furthermore, with an unobstructed view of the entire intersection, drivers have sufficient sight distance to anticipate and avoid collisions.

Using the Automated Speed Limit Guideline, analysis is that the current posted 60 km/hr speed zone can remain with the addition of the new subdivision.

Based on the trip generation estimates, the proposed development at full build out will generate an additional 78 trips (19 in and 59 out) in the AM peak and 101 trips (63 in and 38 out) in the PM peak.

# 01-SS-S-2021 & Z-2021-04 | SERVICING

## **Sanitary Collection System:**

- The development will connect to the existing 250mmØ sanitary sewer located along County Road 36.
- The sewage will discharge to the County Road 36 pumping station to the existing Long Sault Wastewater Treatment Plant located along Robin Road via a 250mm diameter forcemain.
- The Wastewater Masterplan concluded that the sewer system has sufficient capacity.

## **Water Supply:**

- The development will connect to the existing 200mmØ watermain located along County Road 36.
- Minimum pressure of 20psi under maximum day plus fire flow conditions.
- Water service laterals will service each property.
- The existing watermain was sized accordingly for future development.

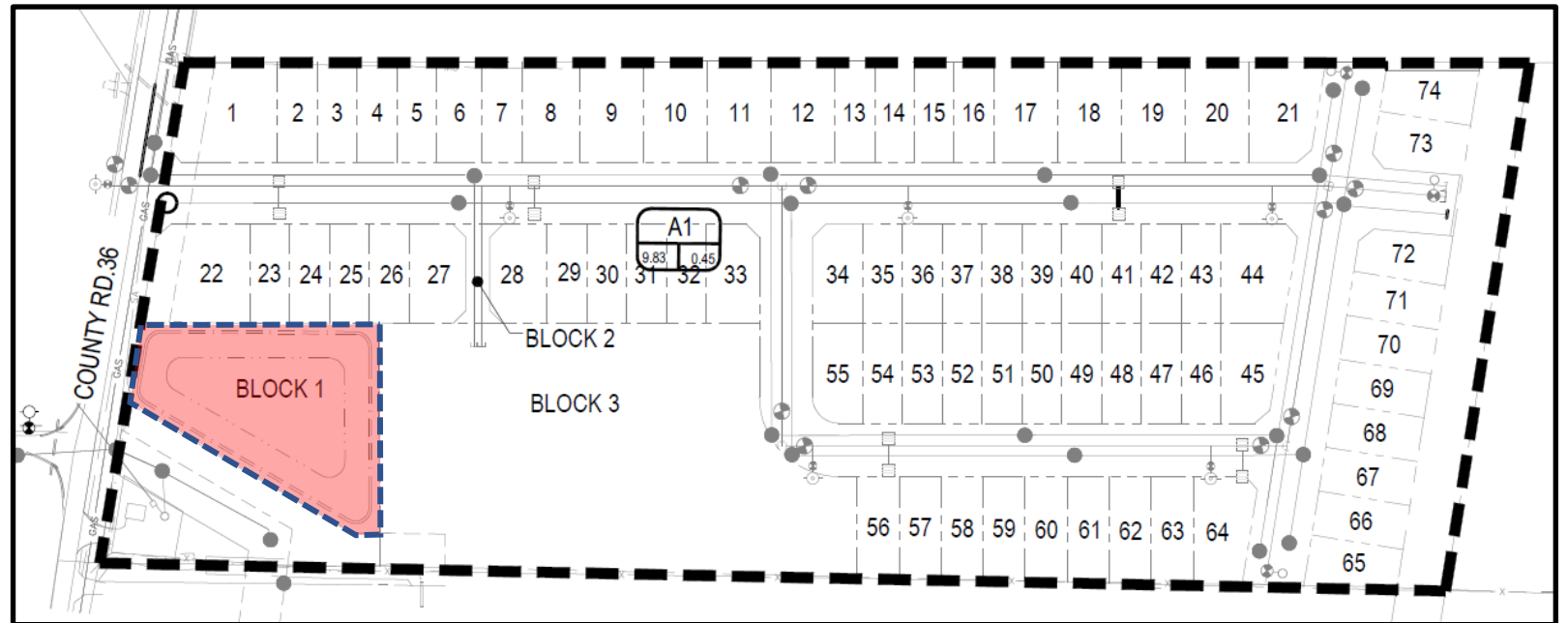
# 01-SS-S-2021 & Z-2021-04 | SERVICING

## Stormwater Collection:

- Stormwater discharge, due to the development of the site, will not be increased;
- Runoff will be conveyed to a new stormwater management facility (wet pond or wetland) - located at the south/east limit of the development, identified as (Block 1)

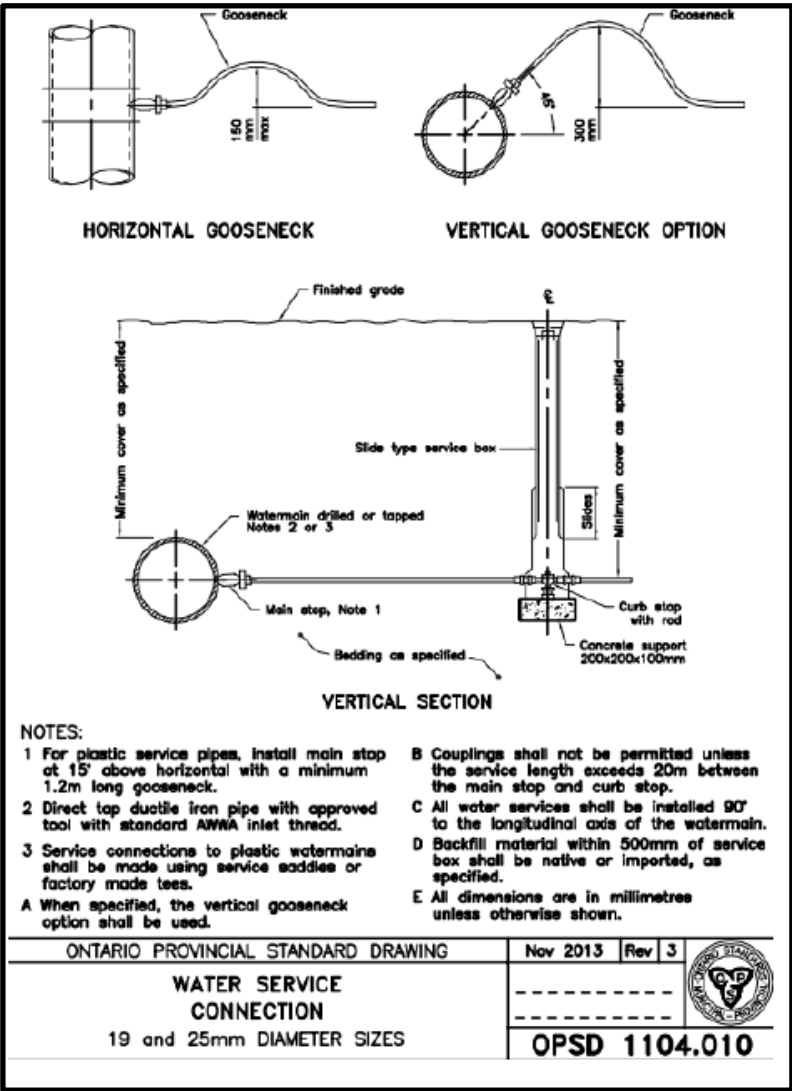
## Stormwater conveyed via:

- Lot grading
- Storm Sewers
- Roadside Catchbasins
- Rear Yard Swales and Catchbasins



The following services will be provided to the proposed John Chase Farm Subdivision:

- Water Service
- Sanitary Service
- Storm Service
- Asphalt Roadways and Driveway Connections
- Utilities (Bell, Gas, Hydro)
- Street Lighting

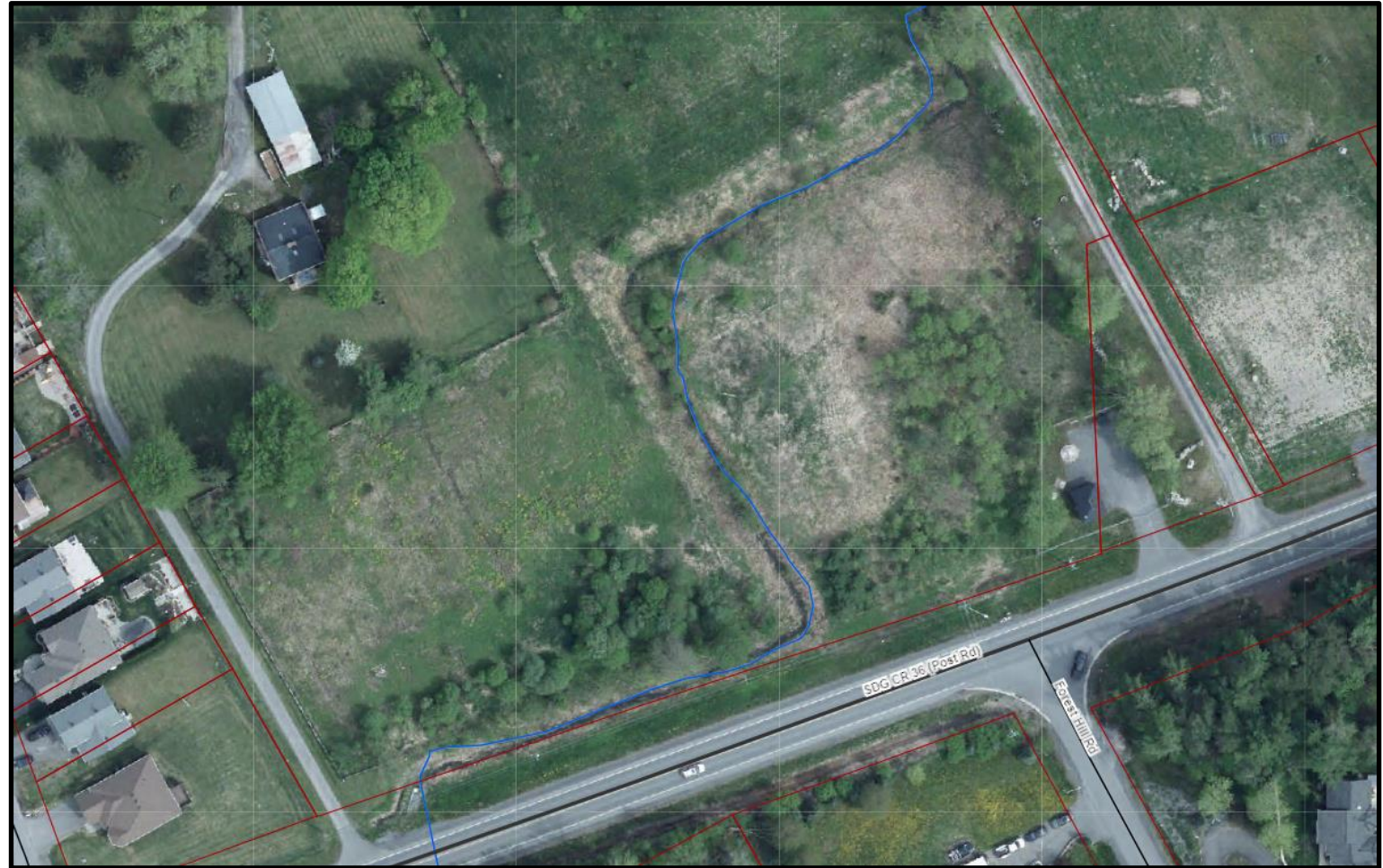


# 01-SS-S-2021 & Z-2021-04 | SERVICING

## Stormwater Collection (cont'd):

The Forrester Municipal Drain runs along the south-eastern limit of the property.

A petition for Drain Improvement has been sent for the re-alignment of the Forrester Drain and this process is currently underway.





# 01-SS-S-2021 & Z-2021-04 | Applicable Policy (PPS & OP)

**Sections 1.1.1 & 1.1.3** of the **Provincial Policy Statement** outlines the policies applicable to sustaining healthy, livable, and safe communities through land use compatibility and efficiency, and generally outlines that Settlement Areas shall be the focus of growth and development in municipalities.

**Section 1.7.1:** Long-term economic prosperity should be supported by encouraging residential uses to respond to dynamic market-based needs and provide necessary housing supply and range of housing options for a diverse workforce.

**Table 3.5** of the **Official Plan** outlines the permitted uses in the Residential District, which includes a full range of low, medium and high-density housing.

# 01-SS-S-2021 & Z-2021-04 | Applicable Policy (PPS & OP)

**Sections 3.5.1 and 3.5.2** of the **Official Plan** outlines the set of planning principles that municipalities shall apply to the review of planning applications.

**Section 3.5.2.1** of the Official Plan states that “Local Municipalities will encourage compact development by directing development onto vacant lands within existing settlement areas. Development which is contiguous to existing built-up areas within these settlement areas shall be prioritized over fragmented, remote or unserviced development that could also negatively impact natural heritage systems.”

**Section 3.5.2.2** of the Official Plan states that “Residential developments of different heights and densities may be permitted where the scale and character is in keeping with existing or planned surrounding residential heights and densities.





# SITE PHOTOS



# COMMENTS RECEIVED

**Public Commentary:** One (1) submission of support received on October 20<sup>th</sup>, 2021.

**Canada Post:** No concerns or objections with the proposed Draft Plan, provided Draft Plan conditions.

**RRCA:** Commentary noted the subdivision agreement shall provide for implementation of the approved stormwater management, lot grading and drainage plan.

The RRCA will also require a comprehensive Environment Impact Study (EIS) shall be prepared to verify species of conservation value (endangered and threatened species); proximity to significant woodlands; watercourses and fish habitat, including an examination of the pond. The EIS shall include appropriate mitigation measures (i.e., habitat connectivity, setback and buffer distances, timing windows, and/or habitat compensation).

EIS has been prepared and submitted for review

**TNPI:** No concerns or objections with the proposed Draft Plan, provided Draft Plan conditions.

**Enbridge Gas:** No concerns or objections with the proposed Draft Plan, provided Draft Plan conditions.

# COMMENTS RECEIVED

**Hydro One:** No concerns or objections with the proposed Draft Plan.

**Bell Canada:** No concerns or objections with the proposed Draft Plan, provided Draft Plan conditions.

# APPLICATIONS 01-SS-S-2021 & Z-2021-04 (JOHN CHASE FARM SUBDIVISION)

Questions/Comments?

# APPLICATION Z-2021-05 (MACLEAN)



# Z-2021-05 | SUBJECT PROPERTY

**Location:** 4190 County Road 14 - Part of  
CON 6 PT LOT 18; AND RP 52R-1055  
PART 7

**Lot Size:** 53.95 acres



# Z-2021-05 | CURRENT DESIGNATION & ZONING

## Official Plan Designation

Agricultural Resource Lands

## Current Zoning

Agricultural (A)



# Z-2021-05 | BACKGROUND

- Consent Application B-113-21 given conditional approval to sever 1.95 acres for a surplus dwelling
- New lot will continue to be used for residential purposes, retained lands will continue to be used as agricultural farmland
- As a condition of consent approval, Township required retained lands to be rezoned to prohibit future residential development





**Sections 2.3.1 & 2.3.4.1** states that the creation of a new lot in prime agricultural areas may only be permitted in a small number of cases, one being to accommodate a residence surplus to a farming operation

Size of the lot should be kept to a minimum in order to accommodate the use and onsite water/wastewater, and to reduce amount of farmland taken out of production

Retained lands must be rezoned so as to prohibit future residential uses

# Z-2021-05 | OFFICIAL PLAN (OP)

Intent of the “Agricultural Resource Lands” designation is to accommodate a variety of agricultural/agricultural-related land uses and ensure the protection of prime agricultural land. Limited residential uses are also permitted.

**Section 8.12.13.3.7** outlines the direction and policies for the development and use of Agricultural Resource Lands, which are similar and consistent with the PPS policies

The proposal conforms with the policies of the OP

# Z-2021-05 | ZONING BY-LAW (ZBL)

**Section 10.1** establishes provisions for uses in the Agricultural (A) zone. The proposal meets and/or exceeds the zoning requirements for a lot to be used for a dwelling.

To ensure compliance with the PPS and OP, the Township required that the applicant apply to rezone the retained lands to “Agricultural - Special Exception 1 (A-1)” to prohibit residential uses.

# Z-2021-05 | COMMENTS RECEIVED

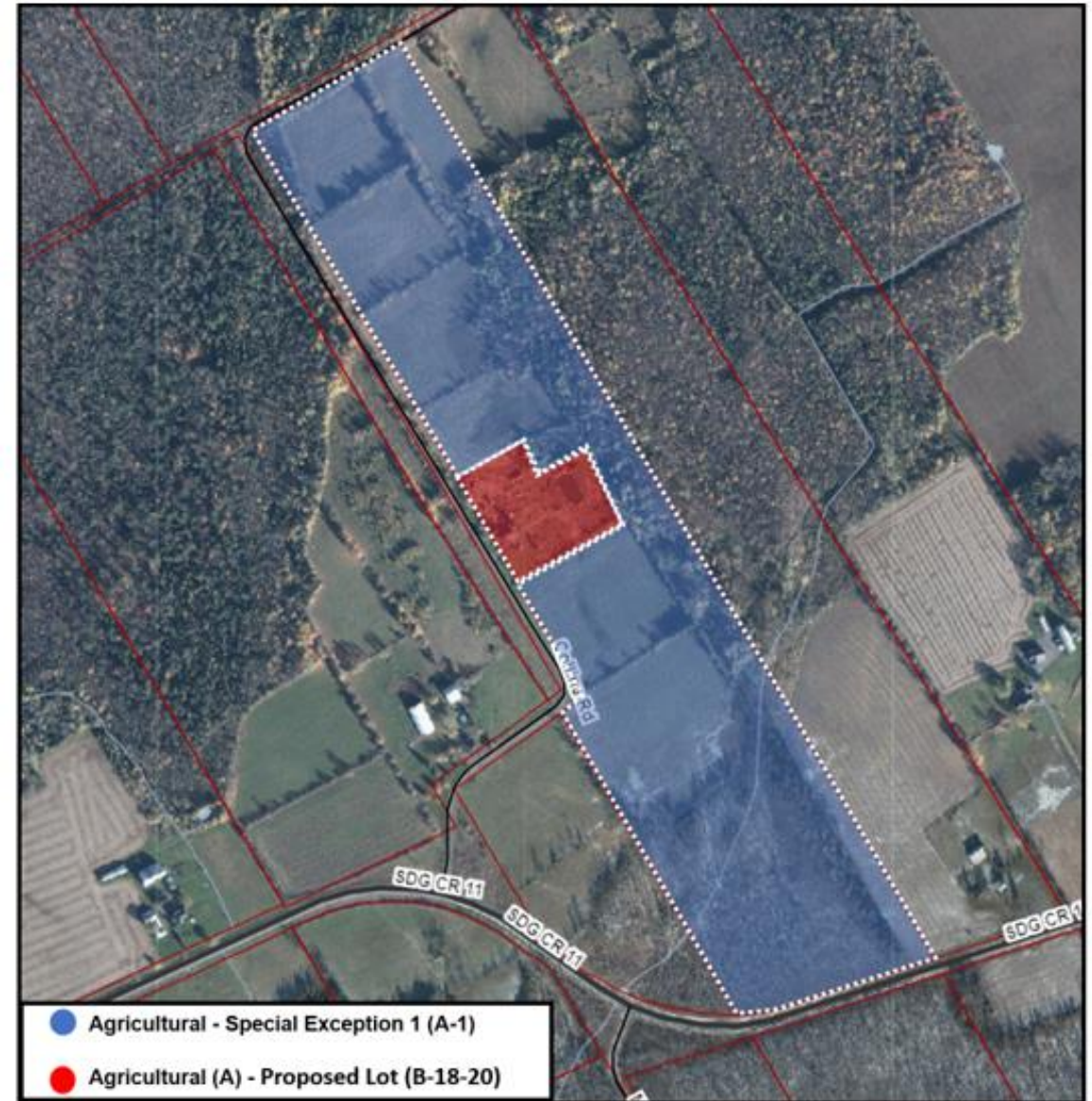
No comments received as of October 23<sup>rd</sup>, 2021

# APPLICATION Z-2021-06 (MOKE)

# Z-2021-06 | SUBJECT PROPERTY

**Location:** 13990 Collins Road,  
Chesterville - Part of CON 6 N PT LOT 35

**Lot Size:** 63 acres





# Z-2021-06 | CURRENT DESIGNATION & ZONING

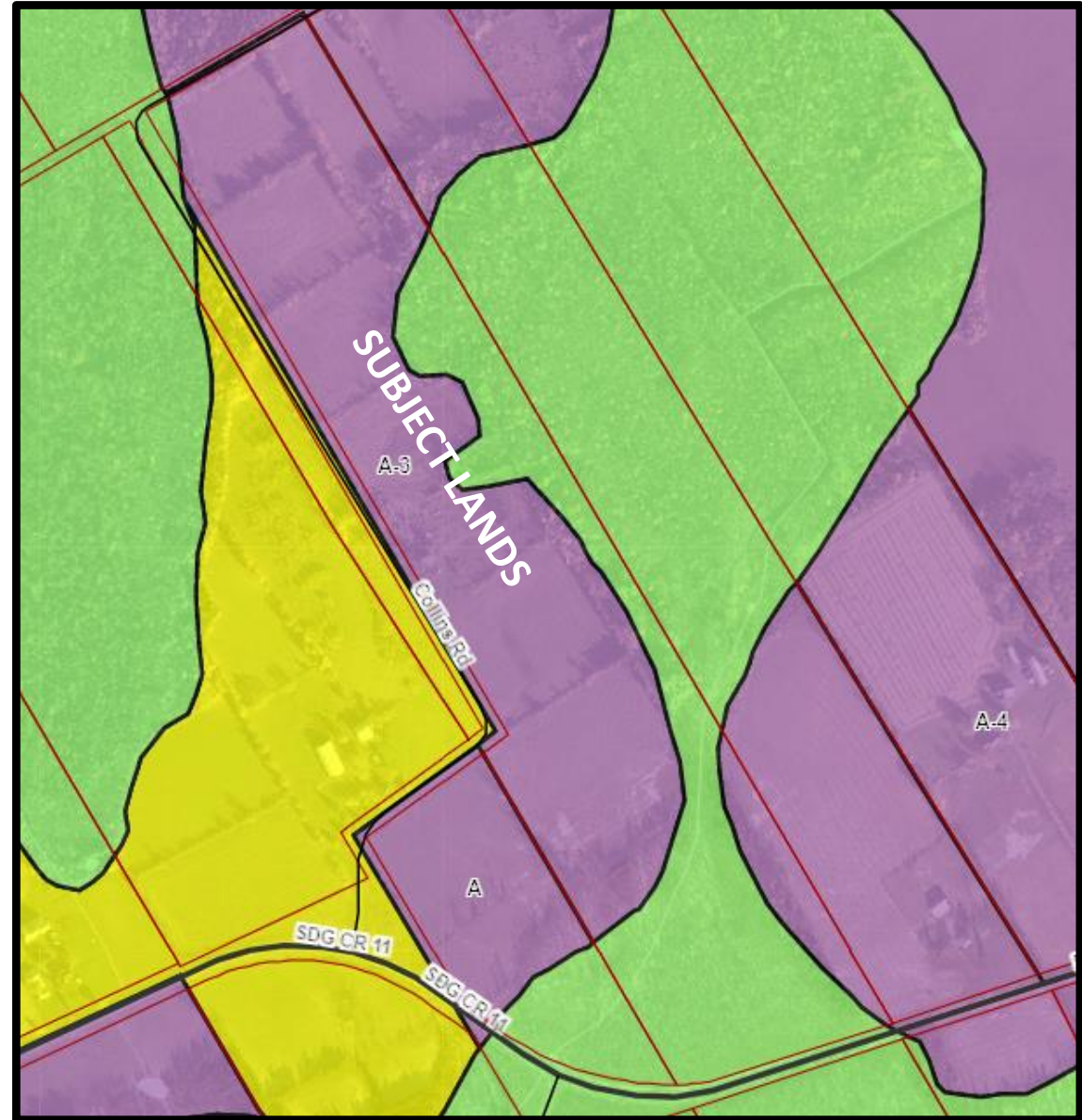
## Official Plan Designation

Agricultural Resource Lands

## Current Zoning

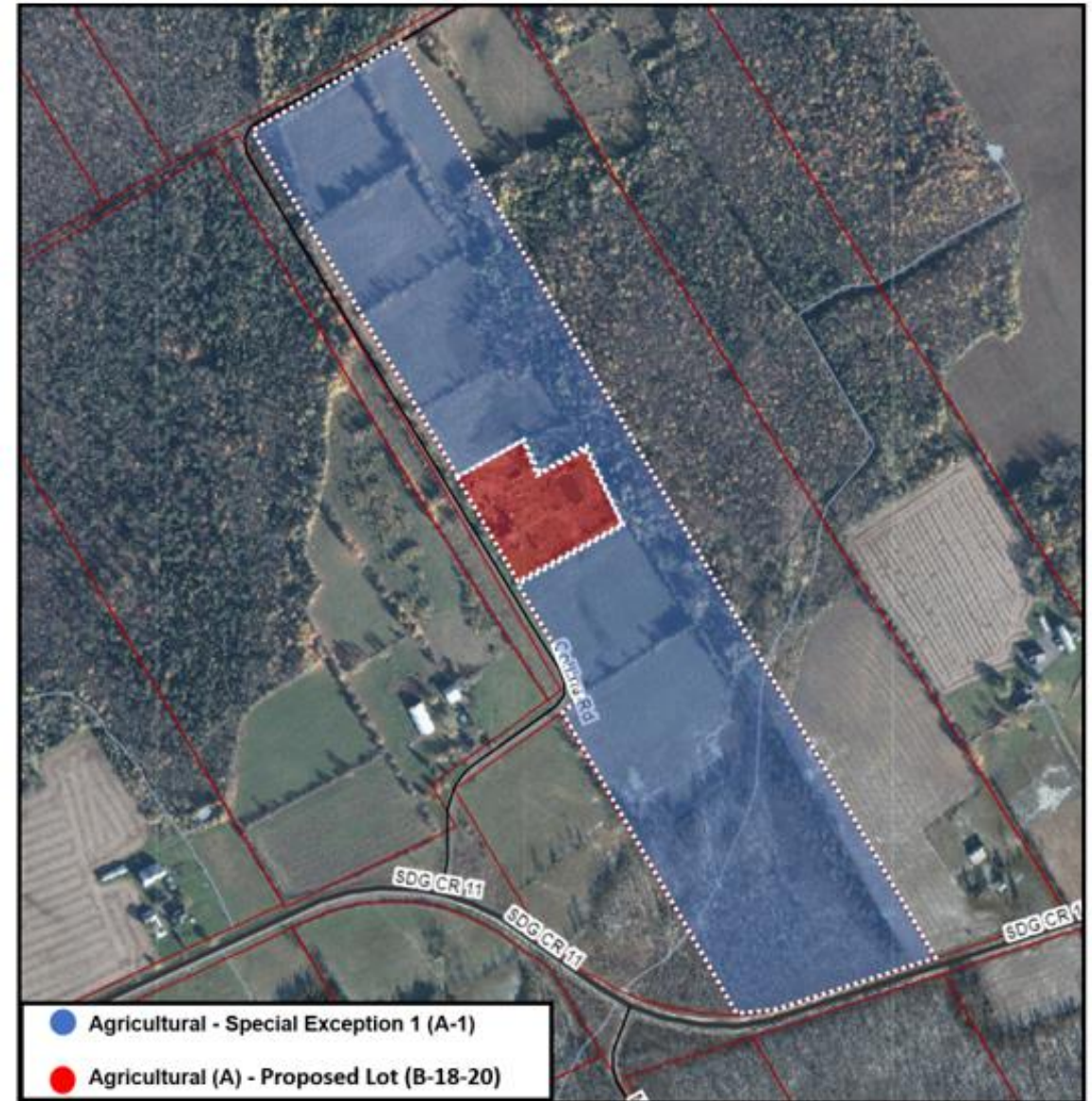
Agricultural (A)

Provincially Significant  
Wetlands (PSW)



# Z-2021-06 | BACKGROUND

- Consent Application B-18-20 given conditional approval to sever 4.27 acres for a surplus dwelling
- New lot will continue to be used for residential purposes, retained lands will continue to be used as agricultural farmland
- As a condition of consent approval, Township required retained lands to be rezoned to prohibit future residential development





# Z-2021-06 | PROVINCIAL POLICY STATEMENT (PPS)

**Sections 2.3.1 & 2.3.4.1** states that the creation of a new lot in prime agricultural areas may only be permitted in a small number of cases, one being to accommodate a residence surplus to a farming operation

Size of the lot should be kept to a minimum in order to accommodate the use and onsite water/wastewater, and to reduce amount of farmland taken out of production

Retained lands must be rezoned so as to prohibit future residential uses

# Z-2021-06 | OFFICIAL PLAN (OP)

Intent of the “Agricultural Resource Lands” designation is to accommodate a variety of agricultural/agricultural-related land uses and ensure the protection of prime agricultural land. Limited residential uses are also permitted.

**Section 8.12.13.3.7** outlines the direction and policies for the development and use of Agricultural Resource Lands, which are similar and consistent with the PPS policies

The proposal conforms with the policies of the OP

# Z-2021-06 | ZONING BY-LAW (ZBL)

**Section 10.1** establishes provisions for uses in the Agricultural (A) zone. The proposal meets and/or exceeds the zoning requirements for a lot to be used for a dwelling.

To ensure compliance with the PPS and OP, the Township required that the applicant apply to rezone the retained lands to “Agricultural - Special Exception 1 (A-1)” to prohibit residential uses.

# Z-2021-06 | COMMENTS RECEIVED

No comments received as of October 23<sup>rd</sup>, 2021

**NOTICE OF APPLICATION AND NOTICE OF PUBLIC MEETING CONCERNING  
AN APPLICATION FOR PLAN OF SUBDIVISION AND TO CONSIDER A ZONING  
BY-LAW AMENDMENT**

**Township of South Stormont  
(SDG File 01-SS-S-2021)  
(Township Zoning By-law Amendment File: Z-2021-04)  
Owner: Newell & Grant Brown Ltd.**

**TAKE NOTICE** that the Council of the Corporation of the Township of South Stormont hereby gives Public Notice of the receipt of Applications for a Plan of Subdivision and associated Zoning By-law Amendment in accordance with Sections 51(20) and 34 of the *Planning Act* and Ontario Regulation 544/06. The Township of South Stormont will hold a virtual public meeting on **October 27<sup>th</sup>, 2021, 5:00 PM** on **Zoom**. The meeting for the proposed Plan of Subdivision is being held on behalf of The United Counties of Stormont, Dundas and Glengarry, which is the approval authority for the subdivision application.

The proposed subdivision is located north of County Road 36/Post Road, east of Jim Brownell Boulevard, south of the Canadian National Railway, and west of County Road 15/Avonmore Road. It is situated on Part of Lot 35, Concession 5, in the Township of South Stormont (Geographic Township of Cornwall) within the County of Stormont, Ontario.

The purpose of the associated Zoning By-law amendment application for the subject property is to also consider rezoning Part of Lot 35, Concession 5, in the Township of South Stormont (Geographic Township of Cornwall);

**From: “Residential Serviced - First (Holding) (RS1-h)”  
To: “Residential Serviced - First - Holding (RS1-h),”  
“Residential Serviced - Second - Holding (RS2-h),” and  
“Residential Serviced - Multiples - Holding (RS3-h)”**

The applicant intends to develop the subject parcel of approximately 24 acres, with a residential subdivision consisting of seventy-four (74) residential units consisting of both single and semi-detached dwellings with a Block being approximately 3.5 acres reserved for multi-residential dwellings. Each of the proposed lots will be serviced by municipal water and sewage. Additionally, municipal infrastructure including surface drainage, and utilities will be provided to the proposed subdivision. The applicant seeks to change the zoning of the subject land based on the proposed lot fabric, identified on the key plans to follow.

**ANY PERSON** may join the public meeting and/or make written or verbal representation either in support of or in opposition to the proposed Plan of Subdivision and Zoning By-law Amendment.

If a person or public body does not make oral submissions at the public meeting or make written submissions to the United Counties of Stormont, Dundas and Glengarry and Township of South Stormont in respect of the proposed Plan of Subdivision and Zoning By-law Amendment before the approval authority gives or refuses to give approval to the Draft Plan of Subdivision and Zoning By-law Amendment, the person or public body is not entitled to appeal the decision of the United Counties of Stormont, Dundas and Glengarry or Township of South Stormont to the Ontario Land Tribunal (OLT).

If you wish to be notified of the decision of the United Counties of Stormont, Dundas and Glengarry in respect of the proposed Plan of Subdivision you must make a written request to the United Counties of Stormont, Dundas and Glengarry, 26 Pitt Street, Cornwall, Ontario, K6J 3P2, Attention: Peter Young, Director of Planning Services ([pyoung@sdgcounties.ca](mailto:pyoung@sdgcounties.ca))

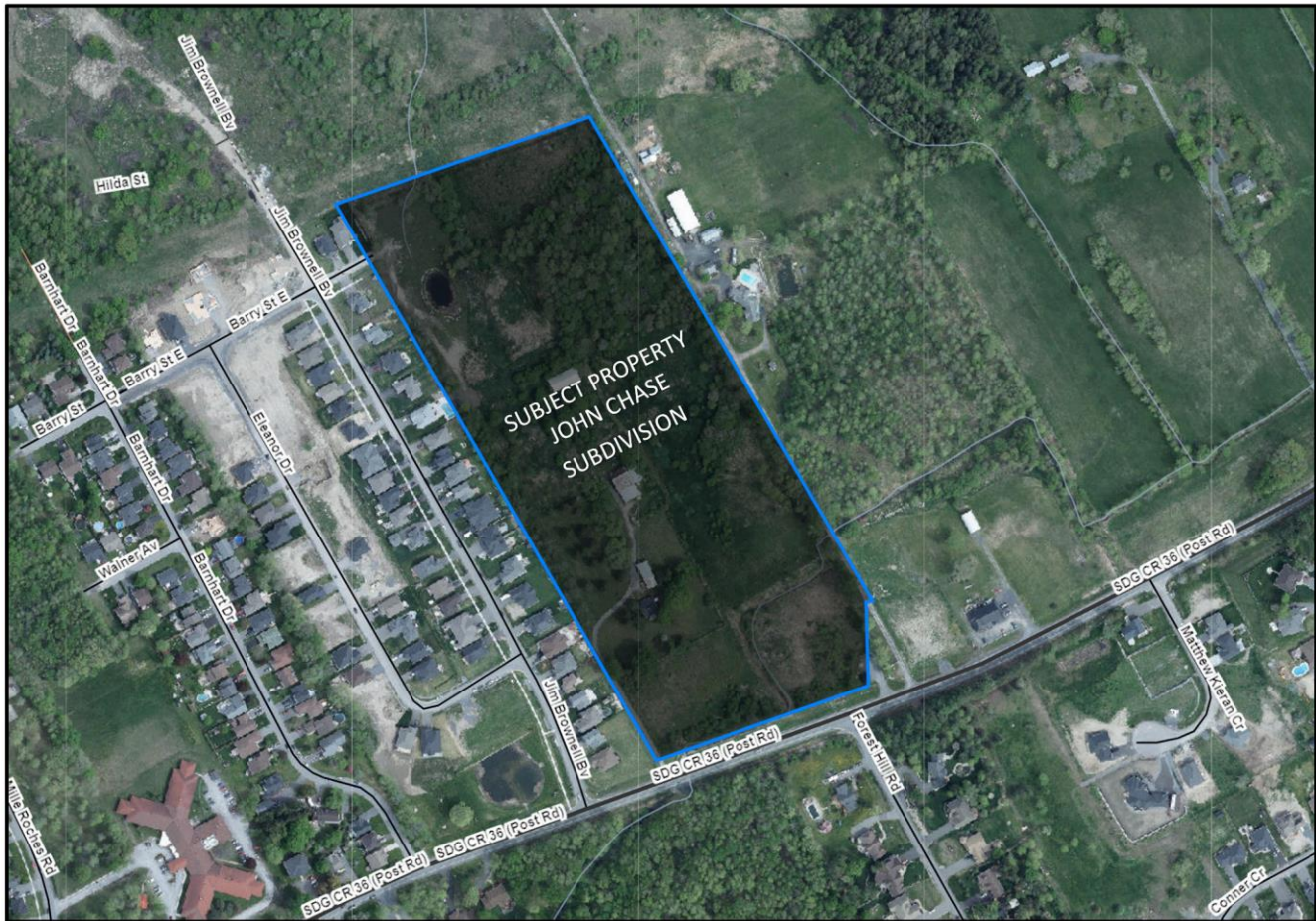
If you wish to be notified of the decision of the Township of South Stormont in respect of the proposed Zoning By-law Amendment, you must make a written request to: Planning Department, Township of South Stormont, P.O. Box 84, 2 Mille Roches Road, Long Sault ON K0C 1P0 or send an email to: [info@southstormont.ca](mailto:info@southstormont.ca)



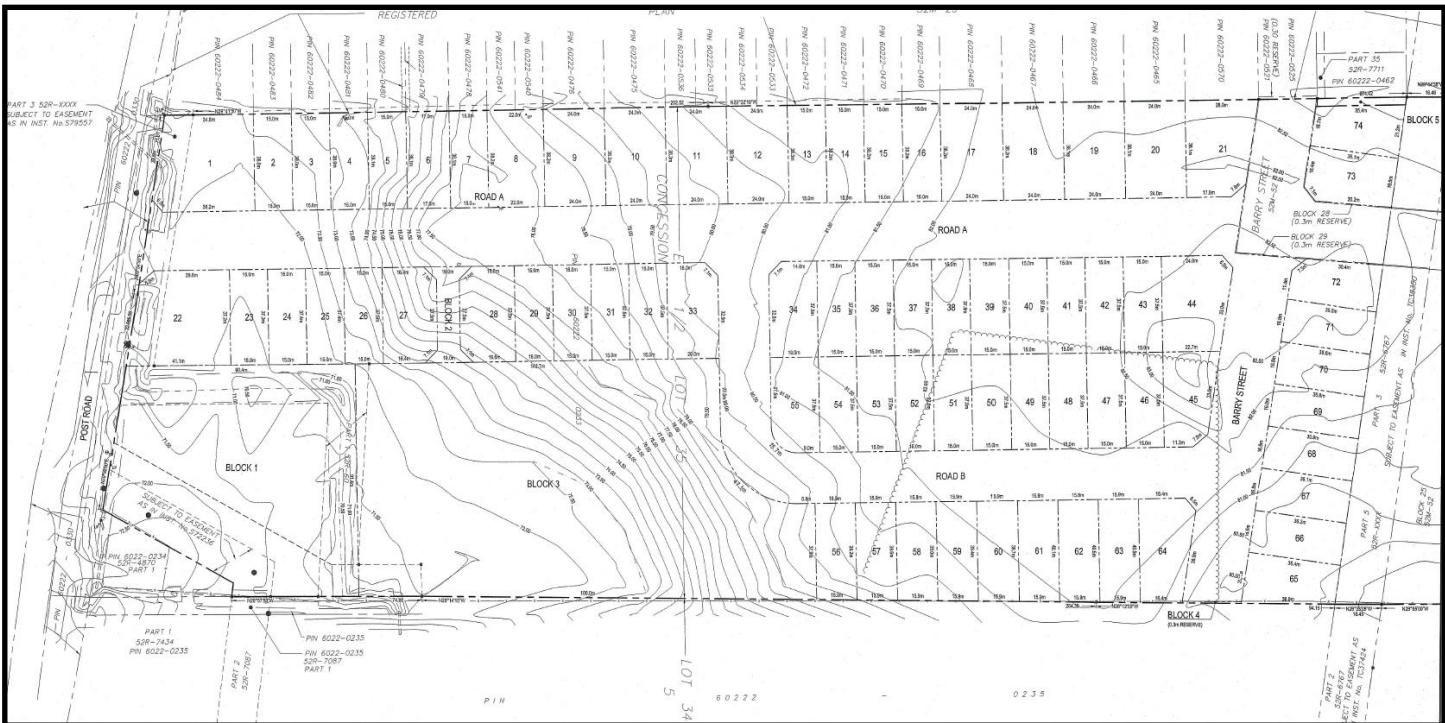
**TAKE NOTICE THAT** the Township of South Stormont is now conducting all public meetings/hearings virtually through Zoom. Members of the public will have the ability to watch meeting proceedings and participate, where appropriate, as detailed below. All regular and public meetings are being recorded and livestreamed on the Township’s website. To watch the livestream, go to <https://southstormont.ca/councilmeetings> and click the “Video” link under the meeting.

**ADDITIONAL INFORMATION** relating to the proposed Plan of Subdivision and associated Zoning By-law amendment is available between 8:30 a.m. and 4:30 p.m. Monday to Friday at the Township municipal office.

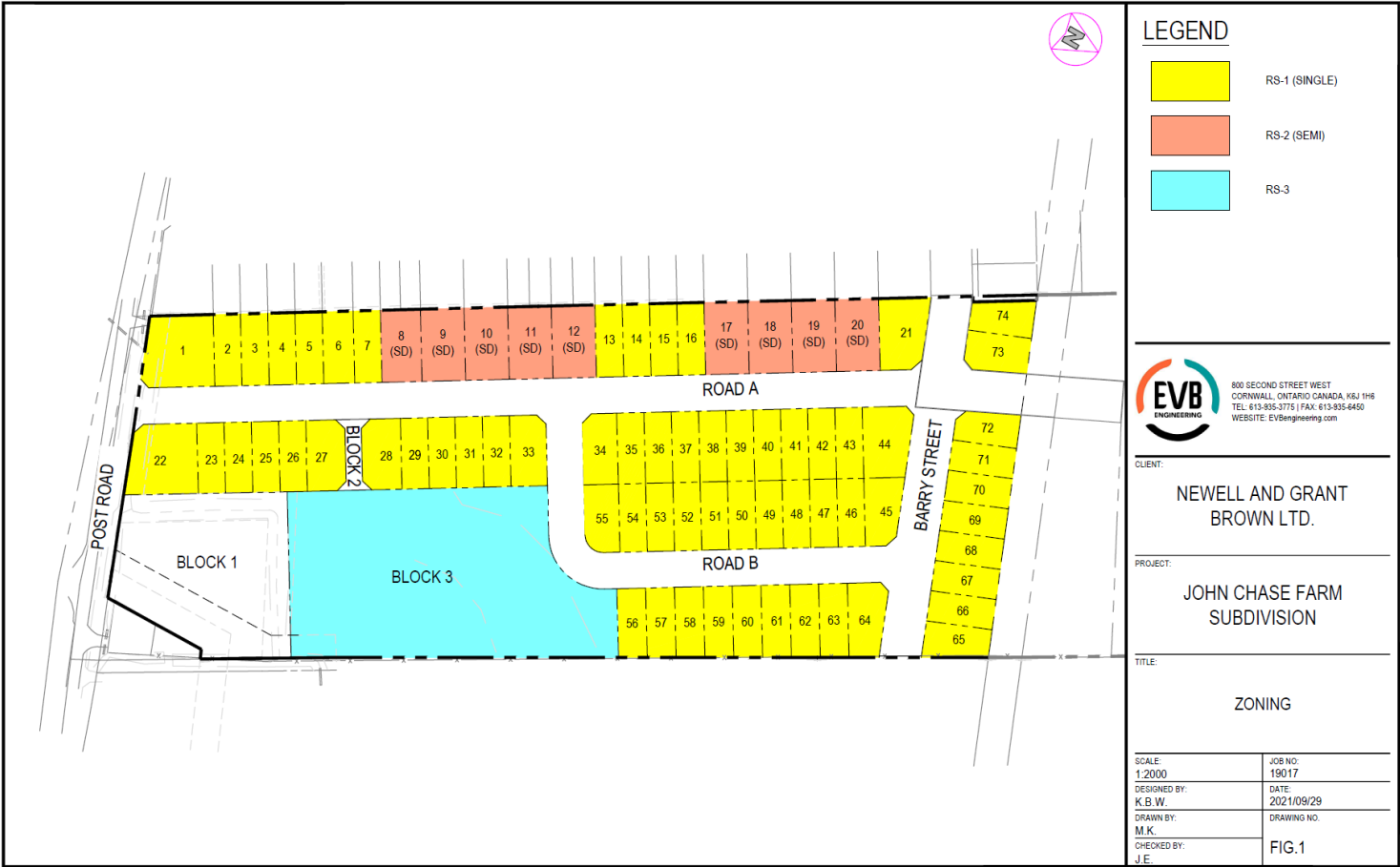
Key Plan



Draft Plan of Subdivision (SDG File 01-SS-S-2021)



Zoning By-law Amendment Schedule (Township Zoning By-law Amendment File: Z-2021-04)



DATED AT THE TOWNSHIP OF SOUTH  
STORMONT THIS 6<sup>th</sup> DAY OF OCTOBER 2021.

Loriann Harbers, CMO  
Director of Corporate Services/Clerk  
Township of South Stormont  
2 Mille Roches Road, P.O. Box 84  
Long Sault, ON, K0C 1P0  
613-534-8889  
info@southstormont.ca



**TOWNSHIP OF SOUTH STORMONT**  
**PUBLIC MEETING CONCERNING A PROPOSED**  
**ZONING BY-LAW AMENDMENT APPLICATION No. Z-2021-05**

**TAKE NOTICE** that the Council of the Corporation of the Township of South Stormont will hold a public meeting on **October 27<sup>th</sup>, 2021 5:00 PM** at the Town Hall, 2 Mille Roches Road, Long Sault, to consider a proposed zoning by-law amendment under Section 34 of the Planning Act.

The purpose of this zoning amendment is to rezone part of CON 6 PT LOT 18; AND RP 52R-1055 PART 7, Geographic Township of Osnabruck, Township of South Stormont, 4190 County Road 14 as shown on the Key Plan (on reverse)

**From: “Agricultural (A)”**  
**To: “Agricultural - Special Exception 1 (A-1)”**

The Agricultural - Special Exception One (A-1) will prohibit future residential uses on the retained portion of the subject lands, as described within Consent Application No. B-113-21.

If you wish to be notified of the decision of the Township of South Stormont on the proposed zoning by-law amendment, you must make a written request to: Planning Department, Township of South Stormont, P.O. Box 84, 2 Mille Roches Road, Long Sault ON K0C 1P0 or send an email to: [info@southstormont.ca](mailto:info@southstormont.ca)

If a person or public body would otherwise have an ability to appeal the decision of the Township of South Stormont to the Ontario Land Tribunal but the person or public body does not make oral submissions at a public meeting or make written submissions to the Township of South Stormont before the by-law is passed, the person or public body is not entitled to appeal the decision.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the Township of South Stormont before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

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Long distance charges may apply to those who dial-in by phone.  
For details on how to register, visit the Township’s website at <https://southstormont.ca/DevApps> for our Frequently Asked Questions document.

LAND DESCRIPTION - A key map showing the location of the subject lands is attached.

**ADDITIONAL INFORMATION** relating to the application can be obtained by contacting Kim MacDonald at [kim@southstormont.ca](mailto:kim@southstormont.ca) and is also available at the Township office during regular office hours (8:30 AM to 4:30 PM).

DATED AT THE TOWNSHIP OF  
SOUTH STORMONT THIS 5<sup>th</sup> DAY  
OF OCTOBER 2021.

Loriann Harbers, CMO  
Director of Corporate Services/Clerk  
Township of South Stormont  
P. O. Box 84, 2 Mille Roches Road  
Long Sault, ON K0C  
1P0 Telephone: (613)  
534 8889  
[info@southstormont.ca](mailto:info@southstormont.ca)

## Key Plan



**TOWNSHIP OF SOUTH STORMONT**  
**PUBLIC MEETING CONCERNING A PROPOSED**  
**ZONING BY-LAW AMENDMENT APPLICATION No. Z-2021-06**

**TAKE NOTICE** that the Council of the Corporation of the Township of South Stormont will hold a public meeting on **October 27<sup>th</sup>, 2021 5:00 PM** at the Town Hall, 2 Mille Roches Road, Long Sault, to consider a proposed zoning by-law amendment under Section 34 of the Planning Act.

The purpose of this zoning amendment is to rezone part of CON 6 N PT LOT 35, Geographic Township of Osnabrock, Township of South Stormont, 13990 Collins Road, Chesterville as shown on the Key Plan (on reverse)

**From: “Agricultural (A)”**  
**To: “Agricultural - Special Exception 1 (A-1)”**

The Agricultural - Special Exception One (A-1) will prohibit future residential uses on the retained portion of the subject lands, as described within Consent Application No. B-18-20.

If you wish to be notified of the decision of the Township of South Stormont on the proposed zoning by-law amendment, you must make a written request to: Planning Department, Township of South Stormont, P.O. Box 84, 2 Mille Roches Road, Long Sault ON K0C 1P0 or send an email to: [info@southstormont.ca](mailto:info@southstormont.ca)

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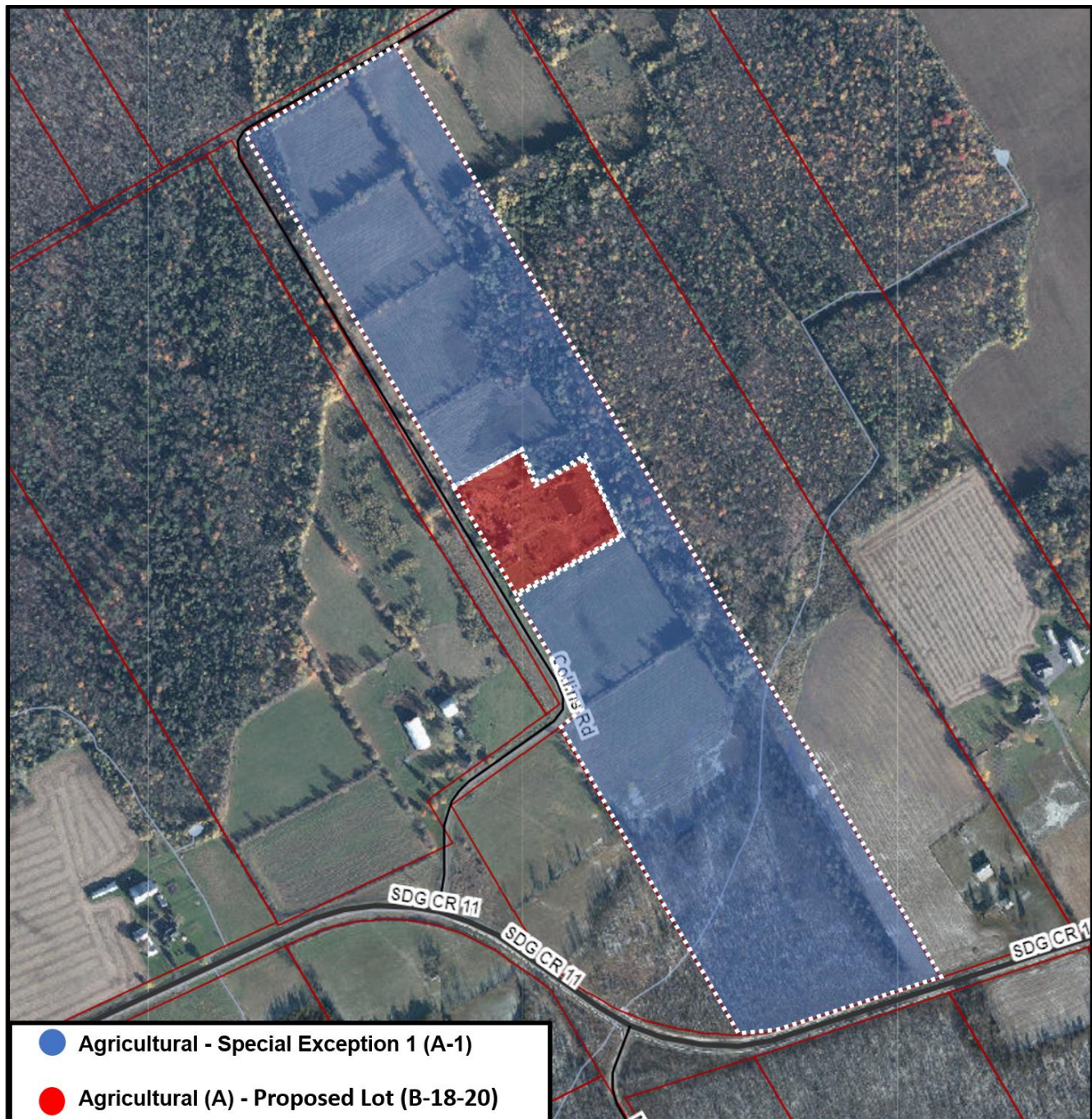


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DATED AT THE TOWNSHIP OF  
SOUTH STORMONT THIS 5<sup>th</sup> DAY  
OF OCTOBER 2021.

Loriann Harbers, CMO  
Director of Corporate Services/Clerk  
Township of South Stormont  
P. O. Box 84, 2 Mille Roches Road  
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## Key Plan



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

THE EIGHTY-EIGHTH MEETING  
October 13, 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 Bailey McBride, Public Works Coordinator Ashley Sloan, Deputy Clerk

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**1. Call to Order**

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

**2. Confirmation of Agenda**

**3. Disclosure of Pecuniary Interest**

**4. Presentations**

**5. Public Meeting**

**6. Delegations**

**7. Confirmation of Minutes**

Resolution No. 254/2021

Moved by: Councillor Guindon

Seconded by: Councillor MacIsaac

That the minutes of the September 21 and 22, 2021 meetings be adopted as circulated.

**CARRIED**

**8. Consent Agenda**

Resolution No. 255/2021

Moved by: Councillor Woods

Seconded by: Deputy Mayor Smith

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

**CARRIED**

- a. South Nation Wood Creations Online Auction - Fall Fundraiser

- b. Raisin Region Conservation Authority - Board of Directors Meeting Summary
- c. Monthly Activity Summary - CAO, Economic Development/Communications, Human Resources
- d. Monthly Activity Summary - Director of Corporate Services/Clerk
- e. Monthly Activity Summary - Director of Finance/Treasurer
- f. Monthly Activity Summary - Fire Chief
- g. Monthly Activity Summary - Director of Parks and Recreation
- h. Monthly Activity Summary - Director of Planning/Building
- i. Monthly Activity Summary - Director of Public Works

**9. Items for Consideration**

**10. Key Information Reports**

- a. Notice of Annual Budget Deliberations
- b. Public Petitions Policy
- c. 2022 Municipal Election Planning
- d. Revenue and Expenditure Report - Quarter 3 (2021)
- e. Term Loan Renewal with Bank of Montreal for EMS Building
- f. SDG Regional Incentives Program Applicants

**11. Action Requests**

- a. RFQ 22-2021 Parking Lot Snow Removal

Resolution No. 256/2021

Moved by: Councillor MacIsaac

Seconded by: Councillor Woods

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 St. Andrews West - 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 noted 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.

**CARRIED**

- b. FoodCycler 200-Unit Pilot Project

Resolution No. 257/2021

Moved by: Deputy Mayor Smith

Seconded by: Councillor Guindon

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.

**CARRIED**

c. Vaccination Policy (COVID-19)

Resolution No. 258/2021

Moved by: Councillor Guindon

Seconded by: Councillor Woods

That Council approve and adopt the COVID-19 Vaccination Policy and direct the CAO to implement the policy effective October 13, 2021.

**CARRIED**

**12. By-laws**

a. By-law No. 2021-072 Amend By-law No. 2019-015 Appoint Officers

Resolution No. 259/2021

Moved by: Councillor MacIsaac

Seconded by: Deputy Mayor Smith

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.

**CARRIED**

b. By-law No. 2021-073 Amend By-law No. 2021-062, Respecting Building and Construction

Resolution No. 260/2021

Moved by: Deputy Mayor Smith

Seconded by: Councillor MacIsaac

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.

**CARRIED**

c. By-Law No. 2021-074 Transfer Payment Agreement Under the ICIP COVID-19 Resilience Infrastructure Stream

Resolution No. 261/2021

Moved by: Councillor Woods

Seconded by: Councillor Guindon

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.

**CARRIED**

- d. By-law No. 2021-075 Regulate Speed in Arrowhead Estates

Resolution No. 262/2021

Moved by: Councillor Guindon

Seconded by: Deputy Mayor Smith

That By-law No. 2021-075, being a by-law to regulate speed on Forest Hill Road, Fickes Road, Connor Crescent, George Patrick Drive, Stratford Boulevard, Chantime Drive and Whitetail Drive be read and passed in open council, signed and sealed this 13<sup>th</sup> day of October, 2021.

**CARRIED**

- e. By-law No. 2021-076 Remove a Holding Provision (Fenton Farm Subdivision Phase 1)

Resolution No. 263/2021

Moved by: Councillor Woods

Seconded by: Councillor MacIsaac

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 13<sup>th</sup> day of October, 2021.

**CARRIED**

- f. By-law No. 2021-077 Amend By-law No. 2011-100 (2463524 Ontario Inc.)

Resolution No. 264/2021

Moved by: Deputy Mayor Smith

Seconded by: Councillor Woods

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 13<sup>th</sup> day of October, 2021.

**CARRIED**

**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**

Resolution No. 265/2021

Moved by: Councillor MacIsaac  
Seconded by: Councillor Guindon

That By-law No. 2021-078 to adopt, confirm and ratify matters dealt with by resolution, be read and passed in open Council, signed and sealed this 13th day of October, 2021.

**CARRIED**

**18. Adjournment**

Resolution No. 266/2021

Moved by: Councillor Woods  
Seconded by: Deputy Mayor Smith

That Council adjourn this meeting at 6:00 PM and return to the call of the chair.

**CARRIED**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## Lost Villages Historical Society

### Executive Meeting

September 23, 2021

An executive meeting of the Lost Villages Historical Society was held on September 23, 2021 in the Forbes Reading Room at the Lost Villages Museum.

The meeting was called to order at 7:00 pm by President Jim Brownell. The board members present were: Tim Gault, Ginette Guy, Andrew Guindon, Gloria and Rick Waldroff. Cindy Bickerstaffe sent her regrets. Tim Gault filled in as recording secretary.

The minutes of the last executive meeting of June 17, 2021 were unavailable.

#### **Business Arising:**

Ginette Guy reported on the **“Artists in the Park”** weekend held on August 14 & 15. She spoke about the \$1000.00 grant from Stormont, Dundas & Glengarry Tourism, which was for advertising and the purchase of supplies for the event. There was good attendance of both artists and visitors, especially on Saturday. The LVHS-run Barbecue was a huge success as well. It was noted that if this is to be an annual event, it was suggested that one day only on Saturday would be best.

Gloria Waldroff reported on the **“Pop-up Market”** held on September 11, 2021. She stated that a cheque for \$700.00 has been received from organizer Debbie Burns for the use of the museum site. Approximately 70 vendors were on site for the event. The LVHS Barbecue was a sellout. A great success! Thank you very much to Debbie Burns for another successful event.

Debbie will be holding another **“Pop-up Market”** event on Sunday, October 17, 2021. Ginette spoke about the need for earlier parking control as well as first aid availability for this and future large events. Volunteer First Aider and

member David Wattie was on site on September 11<sup>th</sup>, 2021. Thank you, David.

Gloria and Rick Waldroff reported on the **Paranormal Events** held on August 20 & 21<sup>st</sup>, 2021. There were 18 participants on Friday and 24 on Saturday. The cost was \$69.00 per person. Gloria has not yet received payment from the organizers. It seems that our site is very active with the basement of the Stuart house being particularly well “attended”.

Jim reported on his **walking tours** of the Lost Villages Museum. One tour was cancelled due to low numbers. The second tour was a full group of 15.

The next tour will be on September 26<sup>th</sup> and is almost full. Many favourable comments were expressed about the tours.

### **Treasurer’s Report:**

Gloria reported that despite COVID, our numbers are looking good.

A copy of the report is to be attached to the minutes.

### **New Business:**

**Capital Maintenance and Construction Projects** were reported on by Jim, starting with thanks and appreciation to the Township of South Stormont:

- Roofs on the Forbes Reading Room, Schoolhouse, Log house and washroom buildings.
- Painting of the Stuart House and Washroom upgrades.
- Two bike pads and racks, with one pad still requiring the rack installation.
- Removal of dead trees
- Refurbishment of the Blacksmith Shop presently underway.
- The Barber shop is in serious need of repairs, mostly related to water infiltration and resulting mould and possibly structural damage. Andrew will bring this up at council.

Andrew reported that the **Pavilion** tender will be going out this fall with hopes to start construction in 2022. Jim and Rick commented re: special features etc that we (LVHS) want incorporated such as rooflines, electricity, water, and storage lockers for barbecue, etc. It is noted the LVHS has funds raised to be put toward this project. Tim will get copies of the sketches to Andrew. Jim will arrange a meeting with Kevin Amelotte to discuss LVHS options.

Jim reported on the status of supply/installation of window blinds/shades for various buildings. The sun is causing fading/damage. Jim stated he expects to have prices and installation complete in the Stuart house and Church this fall. The measurements and installation will be done by the supplier with warranty included.

Ginette asked about the installation of washrooms in the Stuart and/or Forbes buildings. It was noted that we have water in both, but sewage sumps, pumps, and piping to the washroom building would be required. Rick and Tim mentioned possibility of a composting toilet could be investigated.

Rick and Gloria presented a proposal for a Lost Villages Museum **Christmas lighting/decorating event** throughout the park. They suggested purchasing lights and timers as needed (we have some), to decorate three evergreen trees, floodlight buildings and candles in the windows. They proposed a **"Lights On"** event, an evening with fires in the barbecue pits and in the woodstove in the Church, as well as the serving of hot chocolate in the church. A discussion was held and the idea was accepted to hold an event in late November.

Jim reported on the Relocation of the “**Submerged Communities of the St. Lawrence**” from Lakeview Park to Ault Park. Owner, The Ontario Heritage Trust, is on board with this. They will be providing a new mounting post. Tim has submitted an OHT drawing from the recent installment of a plaque for Darby Bergin at Glen Walter. A contractor will be investigated to excavate and concrete the new post in place. LVHS will install the plaque. In 2022, OHT will send someone to refurbish the plaque. It was agreed that it will be placed east of the evergreen tree that is east of the General Store.

Ginette reported, for our interest, that she is involved (through Heritage Cornwall) in a project to get a heritage designation for the (relocated at Seaway time) Maple Grove Cemetery. The Cemetery is owned and operated by Trinity Anglican Church in Cornwall. The designation would make it possible to get grants/funds for repairs and maintenance.

Jim brought up the resumption of meetings for the LVHS. After discussion, it was decided to look at having an **Annual General Meeting** at the South Stormont Town Hall on **Monday, November 15, 2021**. Jim stated he is anticipating that COVID regulations will permit this meeting. Further discussion that dinner meetings and the Annual Christmas Potluck lunch are best to be put off for now. Jim will cover the meetings in the upcoming newsletter.

Tim brought up that he has received a letter/order form from the Long Sault Legion re: **wreaths** for their ceremonies on November 7, 2021. Rick and Gloria will contact Simon Lavallee and will check back re: LVHS past motion for wreaths, vis-à-vis approval for ongoing years.

#### **Other reports:**

Ginette reported on the status of the LVHS website and on the high numbers of Facebook followers and visitors.



Tim reported on upcoming weddings for 2021 (four booked) and 2022 (six booked so far).

**Other:**

There was an open discussion re: students for future

- Job descriptions/Job requirements
- Training (WHMIS, etc. – SS Township)
- Supervision (SS Twp and LVHS – on site)
- Accountability/ Inspections/ Discipline?

Agreed that the above items should be discussed with the Township and documents and procedures be implemented in a sign-off document for future “employees”.

The meeting was adjourned at 8:40 pm by Tim Gault.

Secretary

President

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# Lost Villages Historical Society & Museum

## MESSAGE FROM THE PRESIDENT – WELCOME TO AUTUMN 2021

While the pandemic has thrown activities of the historical society into chaos for a bit, things are gradually returning to some sense of normal, and for that we can be thankful, especially having just celebrated Thanksgiving Day. With our beautiful autumn weather during the past week or so, we have much to be thankful for in our lives.

It is fair to say that things have not been quiet within the historical society or with activities associated with it. We thank all those who have contributed in any way to our success over the past year. We have faced the challenges head-on, and have left our mark in the community. The “Bits & Pieces” section of this newsletter will outline some of our activities, as well as the activities of our members. We thank all those who have contributed to the historical society, whether in-kind or financial. Without your support, we would not have been able to face the challenges presented by the pandemic. You have truly shown that the Lost Villages Historical Society is YOUR historical society. Thank you!

As the president of the Lost Villages Historical Society, I apologize for my tardiness in having missed the publication of a couple of our quarterly newsletters during the past year. So many things got in the way of this work, and I sincerely apologize for this. News from the Lost Villages Historical Society is published on a bi-weekly basis in the *Know-It-All-News*. Just recently, I completed my 43<sup>rd</sup> submission to this publication in South Stormont. As well, for the past year and a half, I have contributed historical narratives to *Neighbours of Long Sault and Ingleside East*. I would like to remind you that your contributions to the newsletters of the historical society are welcome. If you have something that would be of interest to our readers, I would be delighted to publish it.

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## MEETINGS OF THE LOST VILLAGES HISTORICAL SOCIETY

The **ANNUAL GENERAL MEETING** of the Lost Villages Historical Society will be held, in-person, on **Monday, November 15, 2021, at 7:30 p.m., in the Council Chamber of the Township of South Stormont, 2 Mille Roches Road, Long Sault**. With Covid restrictions, the hall will accommodate 30 physically distanced participants, with full vaccinations required. For those wishing to participate, please **contact President Jim Brownell at [jim.k.brownell@gmail.com](mailto:jim.k.brownell@gmail.com) (preferred contact), or 613-534-2423.**

Three executive positions will be open for nominations at this year's AGM, as per the approved constitution at last year's AGM. Those positions are: President, Vice-President, and Email Secretary/Social Media

Coordinator. For any member wishing to stand for any of these positions or nominating someone for a position, please **contact Past-President Gardner Sage at [gardners@live.ca](mailto:gardners@live.ca)**.

A **CHRISTMAS LUNCHEON & SHOW AND TELL** will take the place of our annual Christmas Potluck and it will be held at **O'Neil's Pub in the Long Sault Shopping Plaza on Monday, December 13, 2021, beginning with the usual social half-hour at 11:30 a.m.** The luncheon will include a choice of a Garden or Caesar Salad, a choice of Ham with Scalloped Potatoes or 1 Piece Fish & Chips, Dessert, Coffee or Tea. A cash bar will be available. The cost per person is \$19.99 per person, plus 18% gratuity. To reserve your spot and choice of luncheon, please **contact Vale Brownell at 613-537-2531**. This event is our annual "Show and Tell", so please bring something to show to those assembled. Let's make this event an outstanding success, as we are all deserving of this opportunity to meet others and share in our desire to showcase our history and heritage.

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## **BITS AND PIECES**

-We are delighted to report that Natalia Villeneuve and Chase Chalette completed their third summer as interpreters at the museum. While Natalia is continuing her education with post-graduate studies, she graduated from Trent University in Peterborough with a Bachelor of Arts in English Literature. Congratulations, Natalia! Graydon Smith, a Cultural Anthropology student at Trent University, joined the team at the museum, for the summer of 2021. Chase Chalette continues his high school studies. We wish all our summer students the very best in their studies during this academic year. In early August, Miranda Villeneuve, a student at Holy Trinity Catholic Secondary School, reached out to the historical society concerning opportunities for volunteerism. She joined the summer staff and did most of her duties at the Stuart house, eventually being employed for some summer hours in September. As well, Pyper Waldroff was hired in September, and she did some stellar work while at the museum.

-During the past year, executive meetings of the historical society have been held through conference calls, Zoom chats, and we held a couple of outdoor meetings on Tim Gault's patio, social-distancing of course. Capital projects were centre to some of the discussions, especially after the outstanding work carried out by the Township of South Stormont at the museum site in 2020. This summer, much work was completed, with roofs restored on the MacLeod log house, Roxborough Schoolhouse, Forbes Memorial Reading Room, and washroom building. Sidewalk repairs were made on the path extending from Fran Laflamme Drive to the church, and on the sidewalk extending to the schoolhouse door. Sylvain Gutknecht did a superb job with painting the Stuart house with an undercoat and two top coats, following some much-needed restoration work. The building looks bright and fresh. As well, John Gordon Construction began the restoration work on the Ernie MacDonald Blacksmith Shop. This restoration will see new sills installed on a crushed gravel base in close proximity to the present location. Recently, shades/blinds were installed on the windows of the Stuart house and we hope to have others installed on the windows of the museum's building so as to keep out the ultraviolet rays from our documents and artifacts.

-In order to complete the Blacksmith Shop relocation, it was necessary to empty the contents from it. We thank the team consisting of David Hill, Ann, and Jack Grant, Paul Gunther, Richard Waldroff, and Jim Brownell for completing this task on September 21, 2021, and having all artifacts stored in a container at the site.

-The archival collection continues to see much work being done on the cataloguing, indexing, recording, and filing of valuable documents and photographs. With an alphabetical index now in place for researchers and members, it is now so much easier to find subjects and titles in the collection. Work continues with our photographic collection, and we are now working with officials from the United Counties of Stormont, Dundas, and Glengarry for the eventual digitization and accessibility of our photographic collection. Much work continues to be done as all photos must be identified and labeled for inclusion in a database, accessible at <https://archive.sdgcounties.ca>. To say the least, we are blessed with the expertise and talents of our email and social media secretary, Ginette Guy.

-Living in these challenging times of the pandemic, it is necessary for the historical society to stay connected with the outside world, and we have discovered the opportunities presented through Zoom. President Jim Brownell, a dinosaur when it comes to social media technology, has joined the Zoom world, since his first presentation to the Cobourg and District Historical Society. Zoom will never replace actual meetings, but it certainly fulfills a need for now. We all look forward to the day when meetings and events open up for members, friends, and the public in general. Jim Brownell and Ginette Guy accepted the invitation to be a guest speaker, through a Zoom power-point presentation, to the Hastings County Historical Society at their virtual meeting on Wednesday, April 28, 2021. As well, Jim and Ginette made a Zoom presentation to the annual United Empire Loyalists' Association 2021 Conference and Historical Event on Friday, May 28, 2021. While expected to be a virtual tour of the museum site, the organizers pivoted to the Zoom presentation, and a narrated slide presentation was made. Historical society member Jennifer DeBruin was a co-chair of the conference, and she and the organizers did a fantastic job with it. Visit [www.uelbridgeannex.com/2021](http://www.uelbridgeannex.com/2021).

-We are pleased to announce that six members of the LVHS were honoured with Ontario Volunteer Service Awards from the Ontario Ministry of Heritage, Sport, Tourism, and Culture Industries (MHSTCI) in a virtual ceremony on Tuesday, March 23, 2021. Certificates and lapel pins were received by: Joan and Bryan McEwan (35 years); Rosemary Rutley (30 years); David Hill (25 years); Tim Gault (25 years) and Maggie Wheeler (20 years). We congratulate these six recipients, and we look forward to nominating six other volunteers for presentation in 2022. We hope that next year's will move to a live event.



-Interest in the Civil War Memorial, dedicated to the 40,000+ Canadian participants in the American Civil War, continues to build, and we are happy to report that five memorial stones were sold during the past two months for the memorial walkway at the site. Walkway pavers have been purchased to honour veterans of the Civil War, many being Canadian-born. Others memorialize family and friends of the Lost Villages and community. Memorial stones are \$130.00 each, with five lines per stone and fifteen characters per line. Of particular

interest was the memorial stone purchased by Axel Ravera, a 20-year-old student at Royal Military College in Kingston. Axel wished to honour his four Harris brother ancestors, George, William, Albert, and Eli. Axel spent a day this summer volunteering at the museum site. His painting and construction skills were tested, as well as his work with displays at the Stuart House. He passed with flying colours! A Civil War Day was held at the Civil War Memorial site at Ault Park on September 19, 2021, and Axel Ravera was a re-enactor at the event. It's wonderful to see this youthful enthusiasm for history.

-We are proud to announce that historical society member Stuart Lyall Manson has published his first book in a series on the United Empire Loyalist burial grounds of Stormont, Dundas, and Glengarry. His first book describes six notable Loyalist cemeteries, with biographical information and interesting tales about specific Loyalists. This book is an excellent companion to the stories and books that have been published about our local Loyalists. Jim Brownell wrote the foreword to Stuart's book and copies are available by contacting [info@lostvillages.ca](mailto:info@lostvillages.ca).

-Many will recall that Sunny Yi, writer, and director, and her crew from Toronto's Sound Venture Productions were in the community in the summer of 2019 filming "Location", one of four documentaries on relocations in Canada, produced for the Royal Canadian Geographical Society and the Cable Public Affairs Channel (CPAC). While the first broadcast in the series was on April 4th on the CPAC, the segment filmed in our community was broadcasted on Sunday, April 25, 2021, at 9:00 p.m. EST, with a rebroadcast at midnight. With the massive Hydro and Seaway projects of the 1950s, our community was a perfect setting for the filming of "The Lost Villages of the St. Lawrence Seaway".

-The annuals, perennials, and shrubs in the gardens at the Lost Villages Museum are flourished during the summer of 2021. Don and Nancy Hallberg have shown their stewardship, once again, with the gardens at Ault Park. They have coordinated and worked to have our tourist site as attractive as possible, and they have enlisted the help of other historical society members and friends to help them with cultivating, planting, weeding, and watering of the gardens. Thank you to those who have stepped to the plate to assist this year, Cindy Bickerstaffe, Linda Terry, Alison Brownell-Eamon and Kate Eamon, Jim Brownell, and our summer students.

-We draw your attention to three special rose bushes planted at the museum site and donated by member Carol Goddard. Carol donated a Loyalist Rose, commonly referred to as "Maiden's Blush". Last year, this rose bush was covered with pink blooms, and it has come back stronger than ever this year. Its floral splendor was amazing! Carol donated two "War of 1812 Roses" and they produced many blood-red roses all summer. The blood-red of the roses is a true symbol of the lives lost in this confrontation across our Canadian border from 1812 to 1814. All three rose bushes are located at the south side of the Sandtown Advent Christian Church at Ault Park.

-A very successful "Arts in the Park" was held at the museum site on Saturday, August 14<sup>th</sup>, and Sunday, August 16<sup>th</sup>. We thank Ginette Guy for her work in organizing this event and the volunteers who came out to assist. We thank the United Counties of SDG for the grant we received to support this activity. The "Artisans in the Park" Pop-Up Market Place was held at the museum site on Saturday, September 11, 2021, and it was a huge success. In fact, the crowds were a little overwhelming at times, but all aspects of this one-day sale proved successful. There were over 70 vendors at the event and it was organized by W3G & Co. A very generous donation was contributed by this organization to our historical society. A repeat Pop-Up was held on Sunday, October 17, 2021, with over 80 vendors showing and selling their wares. We thank Gloria Waldroff for her work in coordinating the many aspects of these events.

- Monday, June 14<sup>th</sup> was to be the opening date for the Lost Villages Museum for 2021. However, we were ready for Friday, June 11<sup>th</sup>, so the opening was at 10:00 a.m. Over the past 29 years, the Lost Villages Museum has welcomed thousands of patrons and tourists to our site at Ault Park, and this trend continued in 2021. The rules and regulations from the Eastern Ontario Health Unit and Township of South Stormont allowed for the free flow of tourists throughout the museum site. With vaccine distributions in full force, people are aware of the need to wear masks and disinfect hands when visiting our museum's buildings.



We are confident that we will be able to continue telling the stories of the Hydro and Seaway projects of the 1950s in a safe and welcoming manner.

- After many years of hoping for WiFi at the museum site at Ault Park, we have finally accomplished this task, thanks to the help provided by the Township of South Stormont. As well, we finally have a new phone line installed at the store.

-There will be many visitors and patrons to the museum site who will be excited to see that a bike rack has been installed near the store/barber shop. A second concrete pad has been constructed at the east end of the park, and it awaits the rack installation by the Township of South Stormont. Being located along the St. Lawrence Bikeway, we have many visitors to the museum site arriving on bikes.



-In early August, the Focus Art group from Cornwall arrived at the museum with easels, paints and brushes in hand and spent time in the great outdoors painting images of the museum's buildings. The following day, Friday, August 6, 2021, a film crew from Kingston Tourism arrived at the museum site and captured many images, along with interviewing Jim Brownell. Just a few days later, CJOH TV arrived to film images of the museum and Long Sault Parkway for a news report on tourism in our region.

-The Global Barber, Zedric Small, was at the Zina Hill Barber Shop at the museum for a filming session on barbering on August 10, 2021. We thank David Hill for his work in arranging this photo shoot. You are encouraged to check the Global Barber out on YouTube. He's an international star!

-We thank one and all for their donations to the Lost Villages Historical Society in 2021, whether they be memorial donations, financial support, in-kind support and contributions of documents and artifacts. You all have really shown a commitment to your historical society, and we are indeed blessed to have this support from you. Your continued support is appreciated.

-We are pleased to see that David Hill has made a speedy recovery from a summer surgery. We wish historical society member Veronica Britton the very best as she recovers from her recent illness. Get well soon, Veronica! We reach out to members Nelson and Sandra (Mitchell) McNairn as they face some struggles in life. We are thinking of you both. As well, we extend our best wishes to all other sick and shut-in members.

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## **NEIGHBOURS OF LONG SAULT**

This is submission four and five to *Neighbours of Long Sault*, a glossy, neighbourhood publication, published monthly for residents of Long Sault and area. Jim Brownell is a monthly contributor.

## **WALES – THE LOST VILLAGES ONLY “INLAND” COMMUNITY**

Wales, Ontario, the only inland "Lost Village", developed on the banks of Hoople Creek, about one kilometre north of the St. Lawrence River. The community developed on the original Crown grant awarded to Dr. James Stuart, a surgeon in the King's Royal Regiment of New York. He was a United Empire Loyalist, receiving his land grant in 1791.



To find the site of the “Lost Villages” of Wales, today, one would travel west of Long Sault to St. Lawrence Valley Cemetery, and walk to the water’s edge. Visitors to this location would be overlooking the waters of Lake St. Lawrence, the site of the Stuart farm and the community of Wales, a village of about 200 residents in the early 1950s.

The growth of the village of Wales was rather slow at the beginning, but the village prospered when the Grand Trunk Railway was built, west of Montreal, by 1856. This construction brought an increase in settlers to a community originally called Dickinson’s Landing Station, since a train station was built about a kilometre north of Dickinson’s Landing. In August of 1860, during a royal tour of Canada West and a stop at Dickinson’s Landing Station, the Prince of Wales, son of Queen Victoria (later King Edward VII), disembarked at this location. It was his intention to travel to Colquhoun’s wharf at Dickinson’s Landing, board a steamship, and descend through the Long Sault Rapids. Legend has it that he looked around at the small settlement and inquired why such a small village had such a long name. Young Albert Edward’s remarks convinced the townsfolk to rename their village after him, hence the name “Wales” for the new post office that was built at Dickinson’s Landing Station.

From 1810 to 1957, five generations of the Stuart family lived on the old Stuart tract, and it was Dr. James Stuart’s grandson, James, who inherited the original grant and expanded the home that his grandfather had first built. As well, he built a store and hotel, and donated the lot for the construction of the Presbyterian Church. At the time of the Hydro and Seaway projects of the 1950s, there were two brick churches standing in Wales. St. David’s Anglican Church and St. Mark’s United Church were prominent landmarks in the village of Wales, and the site of the Anglican church is a small island, today, opposite St. Lawrence Valley Cemetery. The badly eroded concrete steps and shards of brick from St. David’s, a church with imposing gothic windows, may be found on the island, today. The large, wooded island, just beyond and south, is Wales Island.

By 1906, the village of Wales boasted five general stores, the three-storey Connelly Hotel and several small businesses, typical of the tradespeople of most small villages in rural Ontario at the time. The village was not immune to devastating fires, and one of the earliest happened on September 21, 1906, when a home, the bakery, the jewelry store, and three general stores were levelled. Having developed on the fertile valley of Hoople Creek, Wales became the central depot of a large farming community in the concessions to the north. Besides owning a large apple orchard, a very successful entrepreneur, L.G. Wert, built a grist mill and a hatchery and egg-grading station in the 1920s. By the 1940s, D.H.C.Smith replaced the grist mill with a large, modern milling operation, and he constructed a new hatchery about 365 metres south of the mill, near his residence. Expansion came to L. G. Wert’s apple orchard, as well, as D.H.C.Smith developed an orchard operation of over twelve hundred trees. The inundation may have wiped out the businesses operated by Smith at Wales, but he had a new grist mill and hatchery rebuilt just west of Townsite #1, Ingleside.

Today, Wales is remembered and commemorated by Wales Island in Lake St. Lawrence, and Wales Drive in Ingleside, the most easterly street in the town. The memory of Wales and the Stuart family live on at the Lost Villages Museum, since the Stuart house, from Wales, stands as one of the buildings in the museum

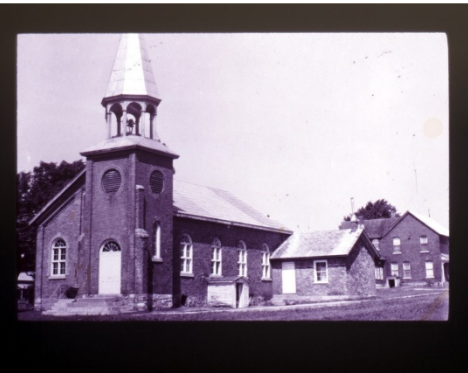
complex. As well, the Wales Public School and Continuation School (high school) still stand on original foundations, just north of this “Lost Village”, at the south-east corner of the intersection of County Road 12 and Manning Road.

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**DICKINSON’S LANDING – ONCE A BUSTLING RIVER VILLAGE**

The growth and development of the village of Dickinson’s Landing was a direct result of the community’s location at the head of the Long Sault Rapids, on the north shore of the St. Lawrence River. While the community once bustled with the activity of over 1000 inhabitants, at the time of the Ontario Hydro and St. Lawrence Seaway Development of the 1950s slightly over 150 residents lived there. Its position on the St. Lawrence River led to its birth and prosperity, its economic decline and eventual disappearance.

Dickinson’s Landing is remembered, today, by Dickinson Drive in Ingleside and Dickinson Island on the Long Sault Parkway. When travelling on the Long Sault Parkway, the location of Dickinson’s Landing is best described by the lands that extends from the west end of Dickinson Island, the location of the O’Dette farm and the Hoople Creek bridge, and the east end of Vankoughnet Island, the location of Summers Elliott’s Texaco Service Station and the road north to the village of Wales.



The bustling village that was eventually named after Barnabus Dickinson, an innkeeper and stagecoach/mail carrier, west of Montreal, once boasted a plethora of businesses that led to its prosperity. During its prominence as a river village, with the bustling Colquhoun’s wharf at its waterfront, the community was home to a grist mill, sawmill, a distillery, a soap factory, tannery, two blacksmith shops, a carriage factory and cabinet maker shop, three shoe shops, two tailors, a cooper and tinsmith, an undertaker, five general stores and five hotels. By the 1830s, it was the second most prosperous community in the eastern area of Upper Canada. The decline of the

village’s prosperity came quickly, after the construction of the Grand Trunk Railway, about 1.5 kilometres north of the village. The community Of Dickinson’s Landing Station (Wales) developed at the railroad, and, with the decline in river transportation, the economy of the community moved to the north, as did the inhabitants. While still situated at the western end of the Cornwall Canal and with the Dickinson’s Landing lighthouse standing as a beacon, just west of Lock 21, Dickinson’s Landing became a shadow of its former self. The Dickinson’s Landing lighthouse may be found, today, along the canal at Upper Canada Village.

Memories often fade quickly, but we must never forget the townspeople and businesses that continued to exist until the time of the Ontario Hydro relocation. While the Sweet Briar Cheese Factory, operated by John (Jack) Snetsinger, existed at Dickinson’s Landing for years, it was his son, Harold Snetsinger, who is remembered for his store in the village, as well as his new store at Ingleside. The store, once operated by Harold and Laura (Windle) Snetsinger, lives on as Foodland, operated by Martin, Patsy, and Josh Timmers at Ingleside, and supported by many residents of Long Sault. Other businesses and public buildings at Dickinson’s Landing were the James (Jimmy) Connor’s Horse Racing Stables, J. Warner’s Tinsmith and Plumber, G. Smith’s Turkey Yard, Elliott’s Garage, David Ransom General Store, School Section #1 (S.S.#1) Osnabruck, and Our Lady of Grace Roman Catholic Church, formerly St. Patrick’s Church.

Historically, the village of Dickinson's Landing had its early roots in the development of the fur trade in North America. Legend has it that Robert Cavalier Sieur de Lasalle, and a couple priests from Lachine, established a fur trading outpost around 1669. This location would have been established as a portage stop, as fur traders attempted to bypass the turbulent Long Sault Rapids. However, it was a skirmish at Hoople's Creek, on November 10, 1813, that placed Dickinson's Landing into the history books of Canada's military history. With an interest in capturing Montreal during the War of 1812-14, American Major General James Wilkinson landed 2500 officers and soldiers in the area around the head of the Long Sault Rapids, as he was hoping to take over the lands from Dickinson's Landing to Cornwall, with the intent of capturing the stores at Cornwall. His Brigadier General, Jacob Brown, along with about 300 soldiers were ambushed near the Hoople's Creek bridge by militia units from Glengarry, Stormont, and Dundas and the bridge was burned. This skirmish provided the necessary time to get the military stores out of Cornwall and on to Quebec, via the King's Road. The next day, November 11, 1813, the battle of Chrysler's Farm took place, thus saving Canada.

The late Leonard Anthony O'Dette, the village historian of Dickinson's Landing, penned two books on the history of this riverfront community and related communities. In his senior years, he wrote *Glimpses, Glances, Sideswipes of Dickinson Landing* and *Relics and Requiems*. Copies of these books may be purchased at the Manson/Lapierre Store, Lost Villages Museum.

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#### **REMINISCENCES OF MILLE ROCHES-MOULINETTE by Rev. A.E. Hagar**

This is the last in a series of reminiscences of the Mille Roches-Moulinette area around the early 1900s, as written by the late Rev. A.E. Hagar, a former pastor of the area in the 1950s.

#### **HALF CENTURY BROUGHT VAST CHANGES TO WAY OF LIFE**

I would like to conclude this series of recollections of a past by a general contrast of the two eras, one of a day that is dead and will not come back, and the emergence of the present entirely different form of living, so different that it seems miraculous, fabulous and even spectacular. Please do not think these are the ravings of an ancient octogenarian, vehemently declaiming all, or at least most, of what the present holds and praying to pass out before the times get any worse. There is so much of good, and almost supreme value, in what our present day has brought about in all fields of life and work, that a man who knows what the past was like lives today in a land of wonders, a dreamland, wonderful for its advantages, its services, and its institutions. Let me mention only a few.

The advent of the internal combustion engine has wrought such a change in the field of transportation, and our entire economy, that it has put the flying carpet of the Arabian nights into the discard. Do I need to elaborate? In driving into Cornwall, I pass through two Indian Reservations and am amazed at the fine modern cars standing at the doors of the houses that will take one anywhere he wants to go. Their coming marks the evolution of such a dynamic antithesis that only those who have lived through the process and growth of the motor age can really appreciate what it means.

The hard, almost cruel, era of the horse age has brought in a period of growth, utility and comfort, allied with pleasure, that I don't suppose old Henry visualized when he said he would put the world on wheels. And in the sphere of work for the farmer alone, the agony of back-breaking toil in every sphere of farm labor has been so eliminated that, while work and toil are not dispensed with, they are certainly not the distress grandfather experienced.

The car has brought in new roads in country places, elimination of mud so deep and viscous that even horses got stuck and highways the old-timers never dreamed of. Electricity? I ask the modern housewife to go through her house and ask herself what she would dispense with. Refrigerator? Washing machine? Electric range? Oil furnace? Her grandmother never imagined then. What with the vacuum cleaner, lights, floor polisher, ductless mop, and a dozen varieties of detergents, every one of them is a princess. If grandfather would like a wood-burning stove where is he going to get it? Or the wood? His daughter-in-law discarded the old one long ago; she could not endure the dust, ashes, the suffocating heat and the dead fire when she needed one. You never owned a car, grandfather, like the one you ride in today at sixty miles an hour; so just take it, and be thankful your home is so comfortable, clean, and happy. The children are up late, too late, you never had their clothes, work shops and other utilities, but they have these because you gave them - by working as you did, sticking to business, and the two of you staying with it. You didn't get the education your grandsons and granddaughters are getting - it would have been nice, but you lived without it and made money, and besides you didn't need it. But these youngsters are living in a different age and a different country and are not going to sit on a fence and let the best jobs go to more fortunate, if not more clever, young people.

I would love to go into a cheese factory and get a handful of curd as I drive by, and munch it. But they are closed. We used to have the world market in cheese and were well satisfied with butter of the home-made variety. But the butter men went around, called a meeting, talked a lot. I'm not complaining, we can still get cheese both of the domestic and variety. The cheese maker, an old institution, is still doing business, only he is so far off I can no longer go in, watch him, and make a visit.

The country churches are not all closed, thank God, and from reports are raising more money than they ever did, if that is a criterion. There must be money in the country parishes, some place. The young ministers, on ordination, are getting higher salaries than we older ones ever thought of. They are, as a rule, better educated, and good preachers, also as a rule!

But, to be honest, some of us wonder where the Bible has gone, or at least the Bible Class. The new evolution has given the small children picture books, colored pencils, beautiful Sunday School papers with many sweet lessons of God's love for birds and flowers, I will say, all to the good. No doubt, our old method was very vague, taught a sort of mysticism no child's mind could understand, and no doubt the main thing is to teach such truths of life and holiness that children will live the Ten Commandments, and the new one of Jesus, without being able to repeat them. Yet, I wonder. Is that the entire point? We can't go back to the old days, but I would've to say a word about the family altar, or at least the blessing at the table, when children join in, repeating the Lord's Prayer. It had a tremendous value. The New Standard Version, which so many ministers are using now, is, I know, in simple, modern English words, long obsolete, are eliminated, and some say they understand better. Did the people of past years have more brains, they who had no difficulty in knowing what was meant? Enough said, I know.

Now I drive over, once again, old roads and highways of this past era, no longer visiting parishioners but re-living as an old man does his walks and drives, experiences and pleasures of the days of our youth. They were good days. Life was simpler, less full of tension, far less hurried. There was time for hospitality, for an occasional picnic, a paddle on the lake, a call on old people then of my present age. We had no radios or television, to get worked up over world news, and I don't suppose ever thought of anything much better



than what we had. An occasional - very occasional - car, driven by a man in goggles and flowing duster came blatantly down the street, red-eyed, fearful and imposing, scaring all and sundry and stopping midway to pacify a terrified horse and lead him home.

I pass by the old houses, standing gaunt and desolate, a stalwart chimney, lone and bare, a fireplace exposed to the light of day, black and obscene, by many a fire through the years of long ago. Old relics of the past - who ever thinks of them; who gives them a passing thought? We hurry by in our modern and fancy cars, the price of one of the farms these old buildings represent, now fast falling into total ruin. Some of them are face-lifted, an addition built, a verandah, a portico, a new wing added. But the old and former building remains at least in part, and you can see where the new has joined. Both buildings are monuments to the ideals of religion and family life on which Canada has itself been built. Tokens of a past era that is almost without memory, they still speak to me.

It was within these walls that the Christmas feast was set and the barn burst at the seams with fodder, and provender for the guests who drove miles to bring their children to grandpa's and grandma's and share the great happiness of a family re-union. Through this door a stalwart son was brought in, killed in the woods by a falling tree. A sweet girl was given in marriage to a young man, standing beneath the arch then crowned with flowing artificial flowers hand woven by young friends of the bride, each one breathing love and high hopes for future years. In this house note the broken windows, the frame of field stone lacking mortar, opening into a bedroom, a child's bedroom. She cried out in pain one night to her distracted parents. A neighbour's boy was sent scurrying on horseback for the doctor; there were no telephones in those days at the outlying farm houses. I drove back when I heard, waiting hopelessly for her death as it proved in the end to be a broken appendix. But, he saved her. The age of miracles had broken through the clouds of ignorance and scientific skill won out in the fight by the help of God!

These are the buildings, the old houses, we pass unthinkingly at fifty miles an hour, that can only speak in a language of sentiment. Many, up the old No. 2 Highway, have already gone, moved by the Seaway, or blown up to make way for the on-flooding generation. Do you wonder that the old crowd mourn over it! Why wouldn't they? They are human. I have stood beside you, Grandma, at some of these scenes. Perhaps, all of them. When your young boy died at the age of ten, I said what I could. So did all your grand neighbours. They brought to the house provisions to tide you over the sad heartbreaking crisis, helped with the chores, and watched your dead by night. And now the very house is gone, or is going.

I have driven down the old road that I used to drive so often. Indeed, I cannot keep off these roads. With such sentiment have I driven that I unknowingly got on top of the Duke and found the old road to Mille Roches closed by built-up pile of earth thirty feet high. But, when I managed, with help, to turn around and come on by the new route, even there I saw the leaves in all the splendor, a new village growing up beside the Highway, with paved streets, a modern school for the children.

I am sorry about the grand old rapids I loved so well. I no longer hear them, no longer see their turbulent, foaming waters, their constant roar. The river bed is just a barren howling wilderness. All right, Grandma, let it be. There will be power, homes with electricity, and television.

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## EARLY 1950'S: A PROFESSIONAL SEAMAN'S VIEW OF THE NEED FOR A ST. LAWRENCE SEAWAY

The following write-up is taken from a prepared speech of Commodore (Captain) Allan Richard Rafuse - probably at Thunder Bay, Ontario - from Mille Roches, Ontario, shortly before the Seaway construction was announced. He was probably invited to speak at a Chamber of Commerce gathering.

"I would like to talk to you tonight about the tremendous economic progress of this country and the United States since the turn of the century which was predicated on steel, and give to you some facts and figures particularly in relation to the shipping business which are truly astounding and will help us to grasp something of the vastness and importance of this industry.

As you know, steel is used in the manufacture of a very wide range of products; as the saying is "from a needle to an anchor" and is particularly used in wartime. Until now, we have arrived at a figure of around 90 million tons of iron ore - consumed annually (Canada and United States) - (Colossal).

Now - to feed a consumption of that magnitude, there must be a great source of supply which has been the Lake Superior region, and more particularly the fabulous MESSAGING RANGE in the State of Minnesota. There has been since 1892 over 2 billion tons of iron ore shipped from Lake Superior, nearly all by water, so you can see what a shipping industry this has created.

I sort of came along in the middle of this time when the industry was well established and had already provided the steel for World War I, reaching a peak of 67 million tons of iron ore in 1916. (93-1/2 million tons in 1942). It has always been a constant source of amazement to me where all this stuff comes from and where it is going, particularly when you add on 50 million tons of coal. 20 million tons of limestone and 500 million bushels of grain, which is what is moved on the Great Lakes in a year when business is good.

The Messi Range ore body was discovered in 1890 and shipments were begun in 1892 when 4,245 tons were shipped. The next year, 613,620 tons were shipped and at the end of 1909, 185,703,424 tons had been shipped. At the end of 1939, 1,074,826,000 tons, and to date 2 billion tons of ore has come down from this fabulous region to feed the steel mills that have been built to process it. I might say right here that it has always been found most economic to bring the ore to the coal which, in this case, is the equally fabulous coal-fields of Ohio, Pennsylvania, etc.

Now comes my part, "the boats" (ships). Prior to this time, the main commodities carried were grain, lumber, and on the lower lakes, coal. Shipments were comparatively small and only small boats were used. Most ships were wooden but some steel (or iron) ships were in use. In the period of transition, they built some half-and-half, the lower half being of wood and the top half, iron, but with the coming of the need of ore transportation, much bigger ships were needed, as iron ore is a very heavy commodity. The first ones built were around 5000 tons, and to double their capacity, they built barges which they towed. There were 20 of these steamers and barges, some of which are still in use. About three quarters of them are owned in Canada at the present time, and are being used mostly to carry pulpwood and grain. A few still carry the ore. So, men learned to build them. The next class was the 7000 ton class. These were built around 1902 followed quickly in 1905 by what was, for 35 years, the standard ore carrier on the lakes and known to us as the "600 footer". This was a ship roughly 600' long, 60' wide and 32' deep, with a speed of 12 m.p.h. and carried 12,000 tons gross. Of course, in these 35 years there were some a few feet more or less in their dimensions to suit the owner's individual requirements; but that was the standard ore carrier. They must have done a tremendous job in 1917 when 67 million tons were transported, and they didn't

have anywhere near the capacity or efficiency of today. The peace-time requirements averaged 40 million tons in the 20 years between the wars. It went up to 66 million in 1929 and flopped to 3-1/2 million in 1932. So you can see what a barometer the steel industry is to the prosperity of the nation. Then along came World War II and with it the tremendous demand for steel. There wasn't any extraordinary movement until Uncle Sam got into it, and then things began to happen. From 45 million tons in 1939, ore consumption doubled to 92 million in 1942. This brought the need for more and bigger and faster ships. The shipping was all pooled during the War and was controlled by the government so that it could be used wherever the greatest necessity arose. Canada's shipyards were all busy with naval craft, so United States Steel (company) came out with five ships that carried 18,000 tons and had a speed of 15 m.p.h. They were way ahead of anything that had gone before, so they became known as the "super-dupers". They were 640' x 67' x 35' and were powered by steam turbines. These ships were very efficient. The next year, 1943, the U.S. government sponsored the building of 16 ore carriers which carried 16,000 tons. They were 620' x 60' x 35'. The main difference between these and the other five being in the beam (width). They stuck to the 60' beam which is handiest around the docks, (existing unloading equipment) but sacrificed 2000 tons of carrying capacity. These ships had a speed of 13.5 m.p.h.

The efficiency of these ships was so apparent over the other older type that after the War, they began to work on plans for even larger vessels and in 1949 came out with a 20,000 ton carrier with a speed of 16 m.p.h. There have been 29 of these ships built and 6 others remodeled and brought up from the coast via the Mississippi as part of the preparedness programing which the U.S. government ordered a 15% expansion program for the steel industry. Canada, at Hamilton, expanded 50%, so that at the present time the shipping program on the Lakes, together with the steel industry is over-subscribed and probably only operating at 75% capacity. But you know why we had to flex our muscles.

Now, with all this tremendous consumption of iron ore, the reserves have begun to dwindle, or I think more appropriately, I should say they have passed their peak. There is still plenty of ore in the Lake Superior region, but the best is gone and to get the rest, they have to do more scratching which increases costs and it is very doubtful if they can maintain the supply very long. So, steel men have had to look elsewhere for future supplies. They have found them in Venezuela and Labrador. Venezuela has been shipping for two years now, and Labrador will start this year. I believe that by the time that these two fields are developed to where they are producing 30 million tons, Lake Superior supplies will have dwindled to that figure so that we will need all we can get from all three sources to meet the demand.

Now that is where the prime need for the deep waterway comes in. By the time we get it built, even if we start this year (1952) there will be a crying need for it. Our present canal system would carry 2 million tons which is not very much and it would be pretty badly congested at that, as it would require 40 canal boats. They carry 2,800 tons and it would require 18 trips to carry 50,000 tons which would be a normal season.

Now, a 20,000 ton ship making 25 trips a year would carry 500,000 tons and it would take 20 of these ships to transport 10 million tons which is a maximum figure. To bring that up to 30 million, which is the goal set to make it a paying proposition, 60 ships would be needed. This, together with the other traffic would tax the proposed new waterway to capacity.

It is easily seen by these figures, if you took the steel industry out of it, the lakes would be mere fish-ponds instead of the tremendous avenues of commerce they are. But the industry has been built and unless there is a supply of raw materials available, they will die. It is more economic to bring this Labrador ore to the present site of the steel industry, than to shift the industry, and besides that, American capital owns it and

has developed it. They have spent or will spend 200 million dollars to bring it into production. Canada only uses, at the present time, between five and six million tons of ore in her three main mills at Hamilton, Sault Ste. Marie and Sydney N.S., so you see we have lots of ore to sell. At present, Canada buys nearly all her ore from the U.S., and in turn sells our Steep Rock and Michipocoten ore to the U.S.

Many people say, "Why don't we build our own steel mill on site?" Well, there again, even if we did, our largest mill in Hamilton, consumes about 3 million tons. So, we have got to sell the bulk of our ore. I believe the time will come when we may have a steel mill on the Lower St. Lawrence. But, don't forget, so far it has been found most economical to take the ore to the coal.

So, I believe the deep waterway is coming as a necessity and furthermore I believe the time will come when we will need a two-way canal as has been built into the present Welland Canal at the flight locks at Thorold. This will be a "must" when Canada's population reaches 25 million.

And to close, I hope I live to see the day when I can go down to Seven Islands for a load of ore with a 20,000 ton ship and take it up to Lake Erie. It would be quite a thrill but if they don't hurry up, I'm afraid it won't be me. Thank you.

Footnote: by Alan Rafuse (the Captain's son)

I respect my dad's ideas and dreams of that era. After seeing two World Wars, it was probably a sensible way to think. Be prepared for the next one. Oh, my, how times changed. The Seaway has never reached its potential! But, it is there, if needed.

+++++

#### IN MEMORIAM



**MITCHELL, Alan** – it is with sadness that we learned of the passing of Mr. Alan Mitchell, father and father-in-law of historical society members, Sandra (Mitchell) and Nelson McNairn. We extend our sympathy and prayers to Sandra, Nelson, and their families. Mr. Alan Mitchell passed away at the Glen-Stor-Dun Lodge on Thursday, December 3, 2020 at the age of 86. He was the beloved husband of Rosemary (née McLeod) and loving father of Gordon Mitchell (Joan) of Lansdowne, Ontario, and Sandra McNairn (Nelson) of Cardinal, Ontario. He will be sadly missed by his grandchildren: Molly, James, Mitchell, Stanley, and Anne. He was the dear brother of Anne Mitchell and predeceased by his sister Harriet Warden, and his parents Allan and Isobel (née Annand) Mitchell. Funeral and cremation arrangements were entrusted to Wilson Funeral Home, Cornwall, ON.



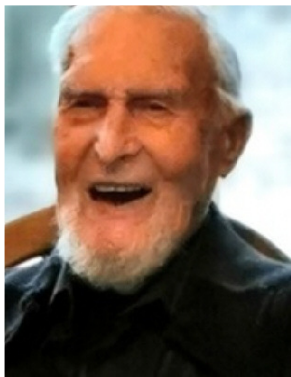
**RICE, Eric V.** - it is with sadness that we report the passing of Mr. Eric V. Rice, a champion of the Lost Villages Historical Society. We extend sympathy to the Rice family. Eric Rice passed away at the Glen-Stor-Dun Lodge in Cornwall on Tuesday, December 15, 2020 at the age of 90 years. Past Master and life member of the Lost Villages Masonic Lodge # 256 and the S.D. & G. Shrine Club of Cornwall. Beloved husband of Rosalie (nee Watson). Brother-in-law of Donald Watson (Trudy) of Cardinal and Anita Allinotte (Bob) of Alexandria and by many nieces and nephews. Predeceased by his parents George and Florence (nee Warren) Rice his

brothers Warren (Edith), Charles, sister Edith and nephew Eric Rice. To honor Mr. Rice's wishes, cremation has taken place. A private service will be held at a later date at St. Lawrence Valley Cemetery, Long Sault. If so desired, contributions to the Shriner's Hospital



**GRAHAM, Michael "Mike"** - Our thoughts and prayers are with Joan and Bryan McEwan on the passing of their dear son-in-law, Mike Graham, on Sunday February 21, 2021, at the age of 58 years. He was the beloved husband of Nancy (née McEwan) Graham and the loving father of Jordan (Kimberly Zupfer) of Guelph and Emily (Brett Campbell) of Ingleside. The cherished son of Denise (née Seguin) Graham and the late Gerald Graham, Mike was the dear brother of Brian Graham (Francine) and Steve Graham both of Cornwall. He was the dear brother-in-law of Janet McEwan (Steve Armstrong) of Ingleside, Patricia Montero (Steve) of Manotick,

Andrew McEwan (Megan) of St. Thomas and Sandra Coulter (Patrick) of Stoney Creek. Mike will be sadly missed by all his extended family and many friends. Funeral arrangements were entrusted to Lahaie and Sullivan Funeral Home, West Branch, with an attendance controlled Celebration of Life held on Monday, March 1, 2021 in the Memorial Chapel of the Funeral Home, followed by cremation.



**BUSH, D'Arcy Lorne Burton**- We were saddened to learn of the passing of our loyal historical society member and friend, D'Arcy Bush, on February 22, 2021. He was a beloved husband, brother, father, and grandfather, born on Monday, March 28, 1932. He passed away surrounded by family in his beloved home in North Lunenburg at the age of 88. The late D'Arcy Bush is survived by his dear wife, Catherine/Kate (née MacKenzie), his sister, Helen (Lorne Parke), his children: Susan (Rick), Barbara (Barry), Jeffery (Marge), and Rodney (Naomi) and his grandchildren: Catherine, Zachary, Tayler, and Abigail. He will be dearly missed by many. D'Arcy lived a spectacular life, filled with hard work, laughter, lessons, and love. He shared 66 beautiful years with his wife, Catherine/Kate and a lifetime of

love with his children and grandchildren. He also has shared his life lessons with countless young people, helping them to find their way through love and guidance, fostering for 35 years. Not only was he an incredible family man, D'Arcy was also an avid reader, a project finder, a passionate farmer and mill worker. It is impossible to forget the infectious passion D'Arcy had for his farm, home, work, and family. A family graveside service was planned for the spring of 2021.



**ANDERSON, William "Bill" Thomas** – We extend our sympathy to members George and Janet Anderson on the passing of George's brother, William, on February 24, 2021 at the age of 78 years. William was the beloved husband of Sharon (née Stewart) for 18 years. Besides George and Janet, William was the loving brother of the late Mary VanRyswyk, the late John, and the late Jean McDonnell (Robert). He was the caring brother-in-law of William and proud uncle of Harold Hamilton, Robert Hamilton, Kerstine Szerderkenyi (Tamas) and Randall McDonnell (Elsie). Bill will be deeply missed by his 6 grandnieces. Of Loyalist

descent, Bill was born and raised in Cornwall, ON and was a dairy farmer in Williamstown for many years. He met Sharon while on a tour bus trip to Florida and they married two years later. A private family funeral service was held at the Kelly Funeral Home, Walkley Chapel, Ottawa.





**HICKEY, Allan Ernest** – It is with sadness that we learned of the passing of sustaining member of the Lost Villages Historical Society, Allan Ernest Hickey, on March 11, 2021, at Suncoast Hospice Care Centre in St. Petersburg, Florida, from complications of numerous health issues. Allan Hickey was born on June 4, 1931, in Montreal, PQ, but he grew up along the banks of the St. Lawrence River at Aultsville where he swam and played ice hockey. He was the youngest of three children born to John (Jack) and Addie (Cramer) Hickey. His sisters, Louella Cross (deceased in 2012) and Peggy Barkley (deceased in 2015) were also sustaining members of the historical society.

Allan Hickey is survived by his loving wife of 46 years, Shirley Hickey, of St. Petersburg, Florida, and his son, Scott Hickey, also of St. Petersburg. He is survived by his three children from his first marriage to Mona (Donnelly) Fortune, Deborah Hickey, Wendy Shopland (John) of Meaford, ON, and Michael Hickey of Toronto, ON. He is survived by five grandchildren: Wendy's sons Tyler and Travis Walker, and Scott's daughters Danielle, Morgan and Gabrielle. He was blessed with four great-grandchildren: Tyler's children Darren and Reid, Travis's child Summer, and Danielle's child Mason. Allan operated a successful real estate business in St. Petersburg, Florida, for 35 years, and worked for 25 years in financial companies in Canada. He enjoyed dual citizenship. But he never lost his love of Canada or his beloved old village of Aultsville where he grew up.



**PECHIE, Mona** – We extend our sympathy and prayers to the family of Mrs. Mona Pechie, a loyal member and friend of the Lost Villages Historical Society. Mona, the girl from Dickinson's Landing, passed away on Thursday May 27, 2021, reunited with her parents and sisters (Margaret, Sheila, Gloria) in heaven. Mona Mae Empey was born on May 3, 1938 to Charles and Mary Empey. She lived in the Lost Village of Dickinson's Landing until the Seaway was established and the family then relocated to Avonmore. There she met the love of her life Gordon Pechie and they were married on August 22, 1959. From then until now, there was a life filled with family and friends and many, many memories created. Mona will be dearly missed by Gordon Pechie Jr. (Laura) and their children Brandon, Christopher, Heather and Stacy; Susan Seymour (William) and their children A.J., Holly, Bella, predeceased by Jade; Margaret Durocher (Carl) and their children Jason (Charlotte), Rebecca, Stephanie and Micheal, as well as great-grandchildren Sophia and Aubrey. To honor Mona Pechie's wishes, cremation took place, with a private graveside service at a later date at St. Lawrence Valley Cemetery.



**WHITESIDE, Peter - 1943-2021** - It is with sadness that we learned of the passing of Peter Whiteside, with family by his side, at the Cornwall Community Hospital on Wednesday, June 2, 2021 at the age 78 years. Peter grew up in the Lost Village of Moulinette and moved to Long Sault during the creation of the St. Lawrence Seaway in 1958. As a member of the Lost Villages Historical Society, he often reminisced and shared stories of growing up in the Lost Villages. Peter graduated from Cornwall Collegiate and Vocational School and then from McGill University

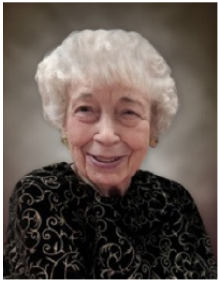
with a Bachelor of Science in Mathematics. While attending McGill, Peter married his high school sweetheart, Dorothy Raymond in 1964. He then attended Queen's University to earn his Bachelor of Education. Peter taught mathematics at both General Vanier Secondary School and Cornwall Collegiate & Vocational School from 1966 - 1997. Peter loved to socialize, travel, discuss current events with his coffee crew, and watch the Leafs and Blue Jays games. He was immensely proud of his family - especially his

grandchildren. Peter was predeceased by his loving wife Dorothy, his parents, Thomas Douglas and Bess Whiteside; his siblings Richard Whiteside, Joyce Carson, and Jane Craig; and his in-law family , Keitha and George Raymond, Annie Peddie, and Red Carson. Peter is survived by his loving companion and best friend, Madeleine Lemieux; his children, Judy (Guy Lamarche), Tom (Kristin); his grandchildren Nick, Emilie, Ava, and Marissa. Peter will be greatly missed by his nieces and nephews; Rod Carson, John Carson, Nancy Candelaria, Doug Craig, Ann Hornback, Byron Raymond, and Bruce Raymond. He will also be fondly remembered by his in-law family , Jim Craig, Ralph Peddie, Arthur and Jo-Ann Raymond. Due to COVID regulations, a private family funeral service was held with arrangements entrusted to Wilson Funeral Home, Cornwall.



**NEVILLE, Judy – 1959-2021** – Many organizations, including the Lost Villages Historical Society, were saddened to learning of the passing of historical society member Judith Rose Mary (Brownell) of Finch, Ontario, at the Winchester Memorial Hospital on Wednesday, July 28, 2021, at the age of 62 years. Judy Neville was the cherished and beloved wife of Alan Neville and the proud and loving mother of Richard Neville of Leduc, Alberta, and Bill Neville (Marie-Lune) of Constance Bay, Ontario. She was the beloved daughter of the late Earle and Catherine (McGillis) Brownell, and the dear sister of Tom (Faye) of Lombardy, Jim (Paulette) of Long Sault, sister-in-law

Vale of Ingleside, Mary Brownell Lafave of Cornwall, Cathy MacDonell (Clark) of Long Sault, Roy of Lunenburg, brother-in-law Don of Spencerville, Larry (Sue) of Ingleside, Terry (Denise) of Northfield, Bill (Ruby) of Newfoundland and Dorothy Gellately (Ross) of Long Sault. Judy is sadly missed by numerous nieces and nephews, and great-nieces and nephews. She was predeceased by her brother John, sister Betty and her chosen daughter Nicole Villeneuve. Judy excelled in most things she turned her mind and hand to during various careers over her life time. To name a few, in her first career, while working at Dominion Stores as a teenager and young adult, she was awarded the "I make a difference - a definite difference" award which included a silver dollar. During her second career as an Educational Assistant, Judy was awarded with "Educational Assistant of the Year" the first year it was offered. In her third career at Upper Canada Village, while working in the education department, she and department colleagues were awarded with the "Team Spirit" award by the Ontario Government. During Canada's 150th anniversary, the office of MP Guy Lauzon created and launched calls for SD&G Canada Service medal- a commemorative medal in recognition of residents in Stormont-Dundas-South Glengarry who have made outstanding contributions to their community; Judy was a proud recipient. Judy's most profound accomplishment was being invited by MP Pierre Poilievre to emcee the ceremony at Parliament Hill for the presentation of the Canadian Flag that flew over the Peace Tower, 50 years after British Home Child descendant Joan O'Malley sewed the three prototypes that resulted in Canada's beautiful Maple Leaf Flag. Judy was invited to bring words about the little-known history of over 100,000 British Home Children who were sent to Canada between 1869 - 1948 in hopes for a better opportunity at life and future, but first had to work off an indenture or contract. Funeral arrangements were under the care and direction of the Munro & Morris Funeral Homes Ltd., Maxville. A graveside funeral service took place on Tuesday, August 3, 2021 at 11 a.m. in the Finch Community Cemetery with Rev. Lois Gaudet presiding.



**NIXON, Mavis – October 11, 1927 – August 13, 2021** – on August 13, 2021, the Lost Villages Historical Society lost its most ardent supporter in the passing of Betty Mavis (Beckstead) Nixon at the Cornwall Community Hospital at the age of 93 years. Our historical society's link to the Lost Village of Aultsville will never be the same with Mavis's passing. Mavis's memories will live on in the Lost Villages Archives with her narrative about Aultsville "Memories of a Little Town". Mavis Nixon was predeceased in 1975 by her beloved husband of 24 years, Lylal Nixon. She was the devoted mother of her loving son Brent (Brigitta) Nixon of Lancaster, and the loving grandmother of Melissa Buchan (Rory), Apple Hill and Amanda Brown (Stephen) of Oxford Station. She was the great-grandmother of Ava, Lily and Hadley Buchan, and Norah and Paisley Brown.

Surviving are her loving niece Sharon Lalonde of Ottawa, and nephews Steven Smith, Brian Beckstead, Allan Beckstead and niece Cindy Wojdon. Mavis was predeceased by her dear sister and brother, Mona Smith and Wilson Beckstead. Mavis was born and raised in her beloved village of Aultsville and was a nursing graduate of the Cornwall General Hospital. She pursued her career in Hamilton, followed by nine years as Industrial Nurse at Howard Smith Paper Mill, and then followed by 25 years as the Social Worker in charge of Adoption at Children's Aid Society of Stormont, Dundas and Glengarry. Mavis's interests were many and varied. She was an avid reader and travelled extensively throughout Canada, the USA and abroad to countries and places she longed to see. She was a lover of history, enjoyed theatre, music and socializing with her many friends. She was a communicant member of St. John's Presbyterian Church and had served on the Pastoral Care Team, the Board of Managers, as an Elder on Session and as a member of the Women of the Church. Until her health no longer permitted, she was also an active and cherished member of the Lost Villages Historical Society. Funeral arrangements were under the care of Wilson Funeral Home with the funeral taking place at 11:00 a.m. on Thursday, August 19, 2021, at St. John's Presbyterian Church in Cornwall, with The Rev. Ian McMillan officiating. Interment followed at St. Lawrence Valley Cemetery, Long Sault.





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**To:** Council  
**From:** Ross Gellately, Director of Public Works  
**Date of Meeting:** October 27, 2021  
**Subject:** Asset Management Program Update

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**Background:**

Asset management regulation ([O.Reg. 588/17](#)) requires all municipalities have an asset management plan. O.Reg. 588/17 defines requirements for municipalities in asset management planning and reporting over four phases. Phase one was completed in 2019 by establishing and adopting a Strategic Asset Management Policy. The next phase requires every municipality to prepare an asset management plan in respect of its core municipal infrastructure assets on or before July 1, 2022.

**Discussion:**

The proposed timeline roadmap for the development of the Asset Management Plan (AM Plan) for our core assets is updated. A copy of the updated roadmap is enclosed with this report.

- Asset inventory update: we are on track in updating our asset inventory.
- LOS documentation: defined LOS and their targets were approved by Council.
- Risk management: a framework to evaluate risk following the principles of ISO 31000 is under development.

In addition, to support components of the plan update, Projects No. 17-2021 and 19-2021 were executed to assess road and stormwater assets.

**Next Steps:**

- Track current performance of approved Customer and Technical LOS.
- Finalize developing the risk management framework.
- Explorer different AM solutions to support development of AM Plan (Lifecycle management, risk management, and financial strategy) - ONGOING.

*Prepared by:*

*Mohammed Alsharqawi, Asset Management Program Coordinator*

**Development of the AM Plan for Core Assets Timeline**

	Q3/2021									Q4/2021									Q1/2022									Q2/2022								
	Jul			Aug			Sep			Oct			Nov			Dec			Jan			Feb			Mar			Apr			May			Jun		
1. Asset Inventory Update																																				
2. Levels of Service Documentation																																				
3. Future Demand																																				
4. Lifecycle Management																																				
5. Risk Management																																				
6. Financial Summary																																				
7. Submission & Approval of AMP																																				
<div> <div></div>Planned           <div></div>Actual           <div></div>Completed         </div>																																				





# Development of Risk Management Framework

Mohammed Alsharqawi

October 27<sup>th</sup>, 2021

# Importance of Risk Management in Asset Management

Risk Management improves AM planning in many ways:

- ▶ Improves understanding on the state of the infrastructure
- ▶ Validates selection of reasonable & sustainable LOS targets
- ▶ Informs emergency response planning
- ▶ **Provides evidence for establishing asset priorities**

# What is Risk?

**Risk = Probability of Failure X Consequence of Failure**

Score	Risk	Probability of Failure	Consequence of Failure
1	Insignificant	Very Unlikely	Very Low
2	Negligible	Unlikely	Low
3	Moderate	Possible	Medium
4	Extensive	Likely	High
5	Significant	Very Likely	Very High

# Criteria to Evaluate Risk

In the proposed Risk framework, the following criteria are considered:

- ▶ Physical condition of the asset
- ▶ Criticality (impact of failure)
- ▶ Cost (value of the asset)
- ▶ Traffic count

# Criteria to Evaluate Risk

## Example for Roads

Probability of failure			
Risk Criteria	Criteria Weighting	Value/Range	Chances of Failure Score
Condition	80%	> 85	1
		71 - 85	2
		51 - 70	3
		31 - 50	4
		00 - 30	5
Traffic count	20%	801+	5
		401-800	4
		201-400	3
		51-200	2
		1-50	1



Consequence of failure			
Risk Criteria	Criteria Weighting	Value/Range	Consequence of Failure Score
Criticality Rating (Asset Class)	60%	Class 1 - Freeway	5
		Class 2 - Arterial	4
		Class 3 - Collector	3
		Class 4 - Local	2
		Class 5 - Lanes, alleys, and Other i.e., Sidewalks	1
Replacement Cost	40%	65,698 and below	1
		129,667 and below	2
		259,333 and below	3
		639,689 and below	4
		639,690 and above	5



# Applying Risk to Asset Management

The proposed framework is a consistent, objective, evidence-based approach to uniformly assess all assets & AM priorities across the Township

The framework can support the Township in prioritizing capital planning decisions based on Risk

# Thank You!

**Township of South Stormont**  
KEY INFORMATION REPORT  
Public Works Operations



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**To:** Council  
**From:** Ross Gellately, Director of Public Works  
**Date of Meeting:** October 27, 2021  
**Subject:** Shaver Road Bridge Closure–Status Update

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**Background:**

In August, staff were made aware by the consultant completing OSIM Bridge Inspections that the recent inspection of the Shaver Road Bridge indicated the south bearing abutment had further deteriorated and required immediate repairs. It was also suggested that the bridge be closed to vehicular traffic until the repairs were completed.



**Discussion:**

To provide an update:

- Further structural review to determine the extent of deterioration has been completed. This has confirmed the south abutment requires immediate repairs while the north abutment does require repairs though not as critical or extensive as the south.



South Abutment



North Abutment

- A plan for shoring of the bridge structure has been completed.
- The contractor intends to start work next week with the installation of the structural shoring and then complete the rehabilitation of the south abutment. Weather and time permitting the north side will be complete this fall.
- The bridge will be closed to all traffic while rehabilitation is ongoing.
- Users of the bridge will be notified once a final schedule is received.
- Repairs should extend the life of the bridge 20 years.



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**To:** Council  
**From:** Ross Gellately  
**Date of Meeting:** October 27, 2021  
**Subject:** RFQ No. 20-2021 Long Sault Wastewater Treatment Plant HVAC Replacement

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**Recommendation:**

That Council award RFQ No. 20-2021 Long Sault Wastewater Treatment Plant HVAC Replacement to Marleau Mechanical for the amount of \$139,710.00 (applicable taxes excluded) and further, authorize the Director of Public Works to execute the necessary documents to complete the transaction.

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**Executive Summary:**

RFQ No. 20-2021 Long Sault Wastewater Treatment Plant HVAC Replacement closed October 19, 2021 with 5 bids received.

Scope of work includes removal of existing HVAC units and supply/installation of new HVAC units including power, controls and commissioning.

Results were as follows:

• Marleau Mechanical	\$139,719.00
• Oscar Ladouceur	\$181,700.00
• Climate Works	\$249,000.00
• SK Sheet Metal Ltd.	\$161,613.00
• Propipe Construction	\$343,850.00

Review of submissions and reference checks have been completed by the Township's consultant with recommendation to award to Marleau Mechanical as per the attached.

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**Alignment with Community Strategic Plan:**

Goal 2: Sustainable Infrastructure  
Objective 2.1: Servicing Capacity

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**Risk and Asset Management Considerations:**

Failure to replace/repair this equipment could result in negative impact to discharge emissions from wastewater treatment plant.

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**Options:**

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1. That Council award RFQ No. 20-2021 to Marleau Mechanical for the amount of \$139,719.00 (applicable taxes excluded). This is the recommended option.
2. Other as suggested by Council.

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**Financial Impact:**

Replacement of equipment is included in 2021 Capital Budget and the recommended quotation is within budgeted amounts for this project.

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**Others Consulted:**

EVB Engineering  
Caneau Water and Sewer Operations Inc.

*Prepared by:*  
*Bailey McBride, Public Works Coordinator*



Ross Gellately  
Director of Public Works  
Township of South Stormont  
2 Milles Roches Road  
Long Sault, ON K0C 1P0

October 20, 2021  
by email: [ross@southstormont.ca](mailto:ross@southstormont.ca)

Subject: **RFQ 20-2021**  
**Long Sault WTP Permeate Header Replacement Recommendation**

Dear Mr. Gellately,

EVB has reviewed the five (5) tenders submitted for the above noted project. The official quotation results are as follows (excluding HST):

<b>Bidder</b>	<b>Total Quoted Amount</b>
1. Marleau Mechanical	\$139,719.00
2. Oscar Ladouceur	\$181,700.00
3. Climate Works	\$249,000.00
4. SK Sheet Metal Ltd.	\$161,613.00
5. Propipe Construction	\$343,850.00

All tenders received were compliant with the mandatory quotation requirements including: the complete Form of Quotation, Agreement to Bond, and acknowledgement of the addendum. The quotation submitted by Marleau Mechanical was the low tender, and after review of the tender submission, we find their tender submission to be complete.

An itemized comparison of the items and prices for each of the tenderers is attached. The Marleau quotation is approximated 16% lower than the next low bidder SK Sheet Metal. The Tenders appear to be accurately distributed and very competitively priced for the scope of work; project references provided with the Marleau quotation indicate their experience to complete this work in addition to the maintenance experience the Township currently has with Marleau Mechanical.

Based on the information provided and in accordance with the RFQ documents, we recommend the Public Works Tender 21-2021 be awarded to Marleau Mechanical. Please do not hesitate to contact the undersigned should you have any questions regarding the tenders and our recommendation.

Yours Truly,  
**EVB ENGINEERING**

A handwritten signature in black ink, appearing to read 'Jamie Baker', is written over a light blue rectangular stamp area.

Jamie Baker, P.Eng.  
Sr. Municipal Engineer



**RFQ 20-2021 LONG SAULT WWTP  
HVAC REPLACEMENT  
RFQ EVALUATION**

ITEM #	ITEM DESCRIPTION	MARLEAU MECHANICAL	OSCAR LADOUCEUR	CLIMATE WORKS	SK SHEET METAL Ltd.	PROPIPE CONSTRUCTION
1	Mobilization and Demobilization	\$5,000.00	\$18,000.00	\$20,000.00	\$19,800.00	\$8,050.00
2	Removal of Existing HVAC Units and prepare power and controls wiring for new units	\$5,000.00	\$10,975.00	\$30,000.00	\$17,500.00	\$18,975.00
3	Supply and Installation of New HVAC Units including power, controls and commissioning	\$125,000.00	\$152,725.00	\$170,000.00	\$124,313.00	\$307,625.00
4	Lump Sum for Other Requirements	\$4,719.00	\$0.00	\$29,000.00	\$0.00	\$9,200.00
<b>Total Tendered Amount:</b>		<b>\$139,719.00</b>	<b>\$181,700.00</b>	<b>\$249,000.00</b>	<b>\$161,613.00</b>	<b>\$343,850.00</b>
Difference Compared to Low Tender (\$)		\$0.00	\$41,981.00	\$109,281.00	\$21,894.00	\$162,150.00
Difference Compared to Low Tender (%)		0%	30%	78%	16%	116%

**Sub-Contractors and Equipment Sup.**

Mechanical Contractor	Marleau Mechanical	Ladouceur	Climate Works	SK Sheet Metal	ProPipe
Electrical Contractor	ELCO Electric	Bergeron Electric	Robert's Electrical	CH Electric Inc.	IECBL Electrical
HVAC Equipment Supplier	EH Price (Greenheck)	Engineered Air	Total HVAC	Total HVAC	Engineered Air

## Township of South Stormont

### ACTION REQUEST

Public Works Operations



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**To:** Council  
**From:** Ross Gellately  
**Date of Meeting:** October 27, 2021  
**Subject:** RFQ No. 21-2021 – Long Sault Water Treatment Plant  
Permeate Header Replacement

---

#### **Recommendation:**

That Council award RFQ No. 21-2021 Long Sault Water Treatment Plant Permeate Header Replacement to Propipe Construction for the amount of \$108,799.60 (applicable taxes excluded) and further, authorize the Director of Public Works to execute the necessary documents to complete the transaction.

---

#### **Executive Summary:**

RFQ No. 21-2021 Long Sault Water Treatment Plant Permeate Header Replacement closed October 19, 2021 with 3 bids received.

Scope of work includes removal/replacement of existing stainless steel piping, supply/installation of new valves and appurtenances and commissioning at the permeate (filtration) header.

Results were as follows:

- |                        |              |
|------------------------|--------------|
| • Eastern Welding      | \$111,500.00 |
| • Oscar Ladouceur      | \$122,025.00 |
| • Propipe Construction | \$108,799.60 |

Review of submissions and reference checks have been completed by the Township's consultant with recommendation to award to Propipe Construction as per the attached.

---

#### **Alignment with Community Strategic Plan:**

Goal 2: Sustainable Infrastructure

Objective 2.1: Servicing Capacity

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#### **Risk and Asset Management Considerations:**

Failure to replace/repair this equipment could result in negative impact to operations at the water treatment plant.

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#### **Options:**

That Council award RFQ No. 21-2021 to Propipe Construction for the amount of \$108,799.60 (applicable taxes excluded). This is the recommended option.

1. Other as suggested by Council.

---

**Financial Impact:**

Replacement of equipment is included in 2021 Capital Budget and recommended quotation exceeds budgeted amounts (\$60,000) for this project due to the project exceeding the original scope.

Surplus from another 2021 project at the Long Sault Water Treatment Plant covers these costs.

---

**Others Consulted:**

EVb Engineering

Caneau Water and Sewage Operations Inc.

*Prepared by:*

*Bailey McBride, Public Works Coordinator*





Ross Gellately  
Director of Public Works  
Township of South Stormont  
2 Milles Roches Road  
Long Sault, ON K0C 1P0

October 19, 2021  
by email: [ross@southstormont.ca](mailto:ross@southstormont.ca)

Subject: **RFQ 21-2021**  
**Long Sault WTP Permeate Header Replacement Recommendation**

Dear Mr. Gellately,

EVB has reviewed the three (3) tenders submitted for the above noted project. The official quotation results are as follows (excluding HST), and a tender evaluation spreadsheet is attached for your information:

<b>Bidder</b>	<b>Total Quoted Amount</b>
1. Eastern Welding	\$111,500.00
2. Oscar Ladouceur	\$122,025.00
3. Propipe Construction	\$108,799.60

All tenders received were compliant with the mandatory tender requirements including: the complete Form of Tender, Agreement to Bond, and acknowledgement of the addendum. The tender submitted by Propipe Construction was the low tender, and after review of the tender submission, we find their tender submission to be complete.

An itemized comparison of the items and prices for each of the tenderers is attached. The Propipe quotation is approximated 2% lower than Eastern Welding. The Tenders appear to be accurately distributed and very competitively priced for the scope of work. EVB has extensive experience working with Propipe on many municipal infrastructure projects and have no reluctance in recommending acceptance of their bid and award of the contract.

Based on the information provided and in accordance with the RFQ documents, we recommend the Public Works Tender 21-2021 be awarded to Propipe Construction. Please do not hesitate to contact the undersigned should you have any questions regarding the tenders and our recommendation.

Yours Truly,  
**EVB ENGINEERING**

A handwritten signature in black ink, appearing to read 'J. Baker', is written over a light blue rectangular background.

Jamie Baker, P.Eng.  
Sr. Municipal Engineer

Attch. : Tender Evaluation



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**To:** Council  
**From:** Kevin Amelotte – Director of Parks and Recreation  
**Date of Meeting:** October 27, 2021  
**Subject:** Request for Outdoor Rink – Parkway Estates

---

**Recommendation:**

That staff be directed to prepare options for the operation of an outdoor rink in Parkway Estates to be considered as part of the 2022 budget deliberations; Further, that correspondence be forwarded to Mr. Beaudry expressing appreciation for his interest in collaborating with the Township in this regard.

---

**Executive Summary:**

Staff received a request from Mr. Fred Beaudry regarding the possibility of the Township supporting an outdoor rink in Parkway Estates for Fall 2021. Staff met with Mr. Beaudry and have exchanged information through several email conversations.

After reviewing the request, it is the opinion of staff that the current 2021 budget and staff time allocated for outdoor rinks (wages, materials, and supplies) will not support the addition of another facility at this year. Currently the Township is providing outdoor rink support to seven (7) facilities across the Township at an average annual operating cost of \$15,000, not including any capital projects.

Staff would like to prepare comparisons with other local municipalities before Council commits to approving an additional facility that will require an increase to the annual budget and an increased level of service for Parks and Recreation staff.

---

**Background:**

The initial request was for an investment of boards, nets, hoses, nozzles, and shovels. Mr. Beaudry has indicated that to get started even a yard hydrant with hoses would be appreciated for 2021, and that he could seek donations or in-kind support to perform some of the work.

Mr. Beaudry expressed that he has spoken with a number of families in Parkway Estates that are excited about this project and support his request.

---

**Alignment with Community Strategic Plan:**

Goal 1: Corporate Capacity

## Objective 2.1: Servicing Capacity

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### **Risk and Asset Management Considerations:**

Staff expressed concerned regarding the proximity of the rink to residential properties. Many of our outdoor rinks have been strategically placed in community parks with proper spacing, parking, and services. Other rinks that are located closer to residential properties have been a concern in the past due to the potential for pucks leaving the rink, additional vehicles parking along the street, and the noise level generated by users.

The development of an additional outdoor rink with municipal services becomes another asset that needs to be considered for annual maintenance and repairs in the future.

---

### **Options:**

1. That staff be directed to prepare options for the operation of an outdoor rink in Parkway Estates to be considered as part of the 2022 budget deliberations and that correspondence be forwarded to Mr. Beaudry expressing appreciation for his interest in collaborating with the Township in this regard.
2. Council direct staff to get approval from Trans Norther Pipelines and install a yard hydrant on that property (west side of Dale Street) for approximately \$3,000 and provide volunteers with hoses, nozzles, and shovels to get a rink started in 2021.
3. Other.

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### **Financial Impact:**

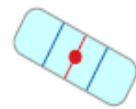
The cost to purchase and install a yard hydrant on the west side of David Street (pipeline property) would cost approximately \$3,000 and would require approval from Trans Northern Pipelines before digging at this location. The cost to add the water service on the east side of David Street in the designated parkland would cost approximately \$10,000 as this property is not currently serviced with municipal water.

Electrical considerations should also be explored as proper lighting for rinks are required as they are likely going to be utilized in the evenings. Costs unknown at this time.

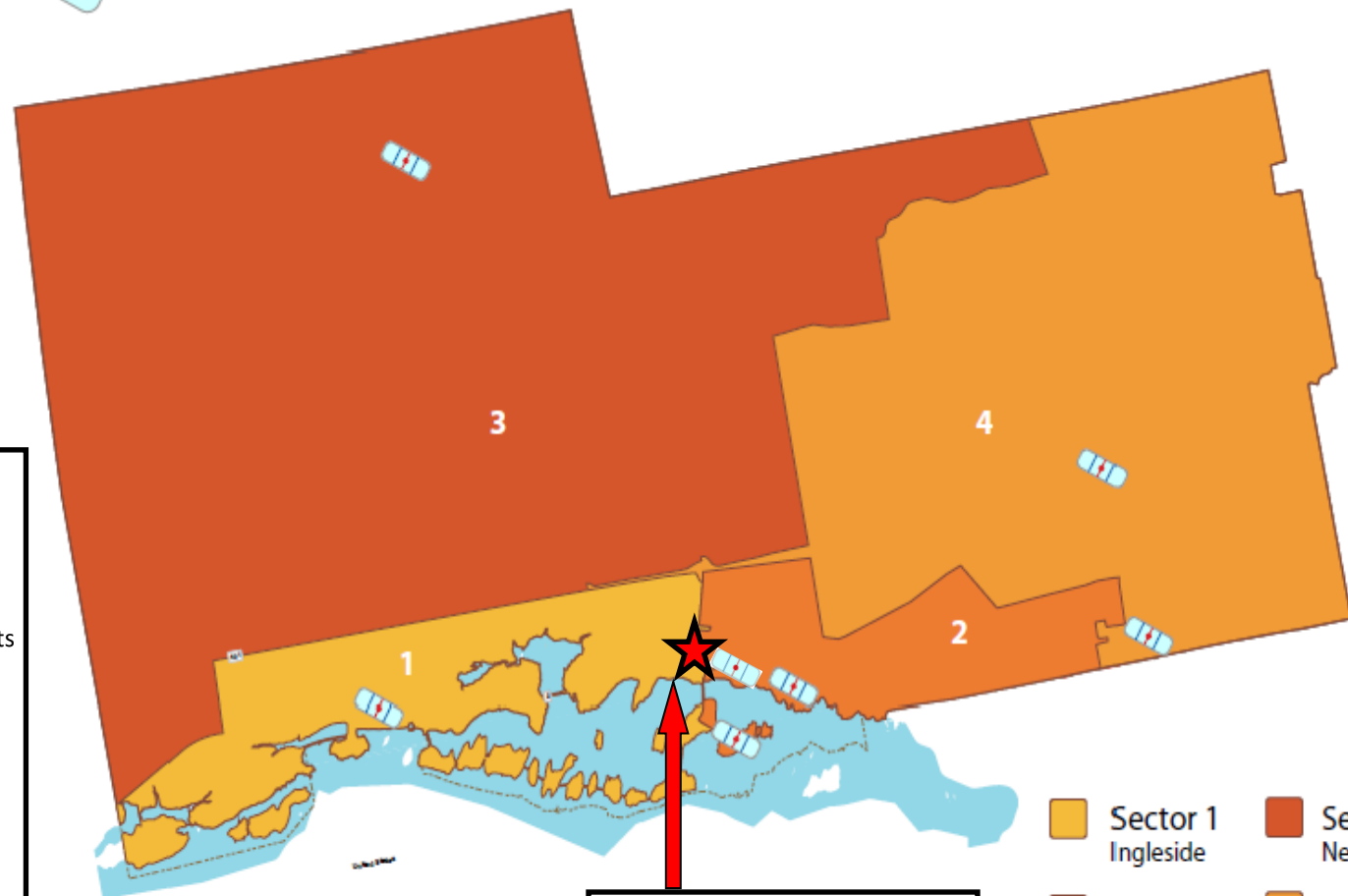
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### **Others Consulted:**

Parks and Recreation Operators  
Public Works Lead Hands



## Outdoor Rinks in the Township of South Stormont



### Permanent Board Systems:

Fairground Drive—Newington  
Highway 138—St. Andrews W.  
Columbia Ave.—Lakeview Heights  
Johnson Cres.—Long Sault

### Removable Board Systems:

Hoople Street—Ingleside  
Sunset Dr. —Moulinette Island  
Marydale Ave.—Rosedale Terrace

### Proposed locations for NEW rink:

Dale Street—Ingleside/Long Sault

- |                        |                         |
|------------------------|-------------------------|
| Sector 1<br>Ingleside  | Sector 3<br>Newington   |
| Sector 2<br>Long Sault | Sector 4<br>St. Andrews |





**Two Options for Proposed Locations of Outdoor Rink on  
Township Owned Land in Parkway Estates (Dale Street)**





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**To:** Council  
**From:** Debi LucasSwitzer, CAO  
**Date of Meeting:** October 27, 2021  
**Subject:** Amend Vaccination Verification Policy Coronavirus (COVID-19)

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**Recommendation:**

That the Vaccination Verification Policy Coronavirus (COVID-19), previously adopted on October 13, 2021, be amended to provide for the acceptance of visual verification for the purposes of confirming a worker's vaccination status.

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**Executive Summary:**

Council passed and approved the Vaccination Verification Policy Coronavirus (COVID-19) at the October 13, 2021 Council Meeting. Since the approval of this policy, staff has received a request to accept the visual verification of a paper or downloaded proof of verification for the purposes of confirming a worker's vaccination status. Currently, the policy required workers to submit a paper or electronic copy of their proof of vaccination in order to provide proof of their vaccination status.

The Township recognizes the importance of confidentiality and the privacy of worker's personal information as such, staff recommends that the policy be amended to add that the enhanced method or original method will be accepted for the purposes of confirming a worker's vaccination status.

Staff recommends that the Township accept the enhanced method or original method in order to confirm a worker's vaccination status. The Enhanced Method is based on new vaccine certificates with QR codes that can be scanned by Ontario's new Verify Ontario app. This enhanced approach to verifying proof of vaccination provides greater security and privacy protection. The QR code contains only necessary personal and health information: first name, last name, date of birth and vaccine dose information to the reader. The app will assess their vaccine record and immediately confirm whether the record is approved. The original method requires the submission or visual verification of a paper or downloaded proof of vaccination documents. Both are acceptable proof of vaccine documentation. Proof of vaccination of both methods can only be confirmed by the Human Resources Coordinator or the Chief Administrative Officer.

These methods are similar to those outlined in the Proof of Vaccination Guidance for Businesses and Organizations under the *Reopening Ontario Act* provided by the Ontario Ministry of Health.

This will provide workers with the option of both methods in order to verify their compliance with the policy. Accepting both does not affect the legitimacy of the Vaccination Verification Policy.

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**Background:**

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.

Council passed and approved the Vaccination Verification Policy - Coronavirus (COVID-19) at the October 13, 2021 Council Meeting. The policy outlines how personal information provided by workers will be kept. The policy states: 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.

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**Alignment with Community Strategic Plan:**

Goal 1: Corporate Capacity

Objective 1.3: Human Resources

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**Options:**

1. That Council approve the policy attached to this report and direct the CAO to implement the policy.
2. 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

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

	<b>TOWNSHIP OF SOUTH STORMONT</b>
	Title: Vaccination Verification Policy Coronavirus (COVID-19)
	Policy Category: Human Resources
	Effective Date: October 13, 2021 Amended: October 27, 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 vaccine certificate or receipt. Individuals with an Ontario photo health card can log into the provincial portal to download or print an enhanced COVID-19 vaccine receipt (PDF with QR code) at <https://covid19.ontariohealth.ca>.

Staff recommends that the Township accept the enhanced method or original method in order to confirm a worker's vaccination status. The Enhanced Method is based on new vaccine certificates with QR codes that can be scanned by Ontario's new Verify Ontario app. This enhanced approach to verifying proof of vaccination provides greater security and privacy protection. The QR code contains only necessary personal and health information: first name, last name, date of birth and vaccine dose information to the reader. The app will assess their vaccine record and immediately confirm whether the record is approved. The original method requires the submission or visual verification of a paper or downloaded proof of vaccination document. Both are acceptable proof of vaccine documentation. Proof of vaccination of both methods can only be confirmed by the Human Resources Coordinator or the Chief Administrative Officer.

Paragraph  
added:  
Oct 27/21



Workers who fail to provide proof of their vaccination status by October 28th, 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 28th, 2021 must receive a second dose of vaccine by November 25th and provide proof of full vaccination status by no later than December 9th, 2021.

## **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 28th, 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, 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:** Ross Gellately, Director of Public Works  
**Date of Meeting:** October 27, 2021  
**Subject:** By-law No. 2021-079 Authorize Agreement with Xplornet Communications Inc. (St. Andrews West and Ingleside Water Towers)

---

**Recommendation:**

That By-law No. 2021-079, being a by-law to authorize an agreement with Xplornet Communications Inc., be read and passed in open Council, signed and sealed the 27th day of October, 2021.

---

**Executive Summary:**

Xplornet Communications has upgraded equipment on the Ingleside Water Tower. At the request of staff, a new equipment list was provided for each of the two tower locations.

The number of pieces of equipment remains the same, therefore no change in the compensation received by the Township is required.

---

**Background:**

In 2013 the Township of South Stormont entered an agreement with Xplornet Communications Inc. to place communication equipment on both the St. Andrews West and Ingleside water towers.

An equipment list was provided at the time, though somewhat ambiguous. This has been corrected with this revision.

---

**Alignment with Community Strategic Plan:**

Goal 1: Corporate Capacity  
Objective 1.4: Tools and Technology

---

**Risk and Asset Management Considerations:**

It is necessary to amend the by-law to ensure the agreement accurately reflects past amendments and the equipment located at each site.

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**Options:**

1. That Council adopt the amending by-law to ensure the accuracy of information.
2. Other.

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**Financial Impact:**

There is no financial impact with this change.

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**Others Consulted:**

Director of Corporate Services

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW NO. 2021-079

BEING a by-law authorize an Agreement with Xplornet Communications Inc.

---

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

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

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

AND WHEREAS By-law No. 2013-004 has since been revised or amended by By-law Nos. 2016-008 and 2020-008;

AND WHEREAS the Township of South Stormont and Xplornet Communications Inc. are desirous of consolidating the amendments into a new current Agreement.

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 Xplornet Communications Inc. to erect and maintain telecommunication equipment on the water towers located in St. Andrews West and Ingleside.
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. That By-law Nos. 2013-004, 2016-008, 2020-008 and any other by-laws inconsistent with this by-law are hereby repealed.

READ AND PASSED in open Council, signed and sealed this 27<sup>th</sup> day of October, 2021.

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Mayor

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Clerk

Schedule "A" to By-law No. 2021-079

THIS Agreement is made in duplicate effective this 27th day of October, 2021.

BETWEEN:

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

-AND~

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

RECITALS

1. The Licensor owns:
  - i. the Water Tower and the land it is erected on, in the hamlet of St. Andrews West, described as Concession 5, East Part Lot 12, Reference Plan 52R-3939 Parts 4 and 5, being all of PIN No. 60141-0203; and
  - ii. the Water Tower and the land it is erected on, in the hamlet of Ingleside, described as Part Block Q, Plan 230, being all of PIN No. 60239-0502 (collectively, the "Water Towers").
2. The Licensee wishes to erect Equipment (the "Equipment") for telecommunications purposes on the Licensor's Water Towers.
3. The parties entered into an Agreement authorized by By-law No. 2007-57 dated May 27, 2007 (the "Original Agreement"); the Agreement has since been revised or amended by By-law Nos. 2013-004, 2016-008 and 2020-008, and the parties now wish to consolidate amendments into a new current Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the license fees, covenants and agreements hereinafter reserved and contained on the part of the Licensee to be paid, observed and performed, the Licensor hereby demise and license unto the Licensee space on the Water Towers located in the hamlet of St. Andrews West in the Township of South Stormont and space on the Water Tower located in the hamlet of Ingleside in the Township of South Stormont along with any right of way access required therein.

## WATER TOWERS APPROVAL

1. The Licensee shall be entitled to erect and maintain the Equipment together with its appurtenances as described in Schedule "A" attached to and forming part of this agreement on the Water Towers, at its own cost, and at a location to be approved by the Licensor subject to the Licensee mutually agreeing with all other or subsequent licensees on technical requirements with regards to transmission, receiving and interference. It is understood by the Licensee that its use of the Licensor's Water Towers is not exclusive. The Licensee covenants that the Licensee's operation of the Equipment shall not cause interference or degradation of any other signals transmitted or received within or on the premises (including any existing equipment). If such interference or degradation is reasonably demonstrated to the Licensee, the Licensee forthwith upon receiving notice from the licensor shall immediately correct the problem, at Licensee's sole cost and expense. If any such interference necessitates a visitation to the premises by a representative of the Licensor to correct the problem or if any other related costs are incurred by the Licensor, all costs of and relating to such visitation and all such other costs shall be reimbursed by the Licensee to the Licensor forthwith upon request.

Further, the Licensee agrees to install all the Equipment in accordance with the engineered specifications and any required third party review, as applicable. Costs incurred by the Licensor for third party reviews shall be paid by the Licensee.

2. Any maintenance work to the Equipment shall only .be carried out with the consent of the Licensor, or its agents, which consent shall not to be unreasonably withheld, however, maintenance work shall be entirely at the risk of the Licensee and the indemnification of the Licensor by the Licensee as provided in this License Agreement will apply.



### TERM

3. The term of this Agreement shall be for 5 (five) years commencing on the 1<sup>st</sup> day of August, 2021 (the "Commencement Date"), ending on the day prior to the 5<sup>th</sup> (fifth) anniversary from the Commencement Date unless terminated earlier pursuant to the terms of this Agreement.
4. The Licensor grants to the Licensee, the option to extend the term for two (2) additional terms of five (5) years each without notice. Each option to extend the term shall take effect automatically unless the Licensee provides written notice of their decision not to renew the Agreement for an additional term, prior to the expiration of that term.

### MONIES PAYABLE BY LICENSEE

5. The License Fee to the Licensor for the use of each Water Tower is \$800.00 (the "License Fee") per month adjusted annually in accordance with the Consumer Price Index (CPI). In addition, the Licensee agrees to make minimum payment of \$300.00 per month for each Water Tower for hydro consumption. A check meter will be installed at each Water Tower at the Licensee's cost. Until such check meter(s) are in place, 25% per month of hydro cost will be allocated to the Licensor. The Licensor shall annually invoice the Licensee for any additional consumption based on actual hydro costs. Accumulations of refunds, at each Water Tower, in excess of more than one (1) year in advance of the payment hydro, will be refunded.

### ADDITIONAL LICENSEE OBLIGATIONS

#### 6. The Licensee Shall:

- i) At their own expense obtain and maintain satisfactory insurance until the termination or expiry of the Agreement and provide the Licensor with evidence of Commercial General Liability Insurance issued on an occurrence Basis for an amount of not

less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate from and against all claims which might arise from the services performed by the Licensee, its officers, employees, and agents under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property and operations; non-owned automobile; broad form property damage; owners and contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employers liability; cross liability and severability of interest clause.

Such insurance shall add the Township of South Stormont as Additional Insured with respect to the operations of the Licensee. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Licensor.

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000 inclusive for each and every loss.

The Policies shown above shall not be cancelled unless the insurer notifies the Licensor in Writing at least thirty (30) days prior to the effective date of the cancellation. The Licensee shall not amend any existing policy of insurance nor change providers without the prior approval of the Licensor which consent shall not be unreasonably withheld. The Licensee agrees to deliver certificates of insurance or certified copies of policies to, the Licensor acceptable to the Licensor.

- ii) During the term of this Agreement pay the License Fee and applicable hydro costs; as per clause 5 of the Agreement;
- iii) Remove the Equipment if the Licensee is in breach of this Agreement upon sixty (60) days written notice of breach from Licensor and failure by Licensee to remedy;
- iv) Maintain the Equipment in a good state of repair;
- v) The Licensee agrees that the Licensor shall not be liable for any injury or damage (including death) to the person or any officer, employee or agent of the Licensee for loss of or damage to the Equipment of the Licensee or its officers, employees or agents in any manner based upon, occasioned by or in any way attributable to the Licensee's services under this Agreement unless the injury, loss or damage is caused by the negligence of an officer or employee of the Licensor while acting within the scope of employment.
- Vi) The Licensee agrees that it will at all times indemnify and save harmless the Licensor, its officers, employees and agents from and against all claims, demands, losses, costs, damages actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Licensee, its officers, employees or agents in connection with services performed, purportedly performed or required to be performed by the Licensee under this Agreement.
- vii) Upon removal of the Equipment, repair any damage to the Water Towers caused by the presence of the Equipment, regular wear and tear excepted;
- viii) Immediately repair any damage occasioned by the Equipment be it to the Water Towers or the surrounding area when possible; in event that immediate repair to surrounding area is not possible, repairs shall be made within sixty (60)

- days from receipt of written notice;
- ix) Remove the Equipment, if it interferes with the operation of the Water Towers, or the Licensor deems it in the best interests of the public that it should be removed, upon providing the Licensee with sixty (60) days written notice if an alternate placement of the Equipment cannot be agreed upon between the parties;
  - x) Prepare and submit to the Licensor for its approval, prior to any initial or subsequent installation, engineered drawings and specifications pertaining to the Equipment and associated equipment;
  - xi) Not to assign any right under this agreement without leave of the Licensor, acting reasonably, except to an affiliate or an entity acquiring all or substantially all of the assets of the Licensee;
  - xii) Agree to and abide by the terms and conditions contained in any policy and/or regulations for use of radio transmission sites, as amended;
  - xiii) The Licensee shall comply with the regulations of the Workplace Safety and Insurance Board of Ontario and shall provide proof of coverage to the Licensor prior to the commencement of work.  
All access to the Water Towers and surrounding area shall meet the minimum requirements of the Occupational Health and Safety Act and regulations.  
All specifications (design and installation) must be approved by a qualified engineer.

#### HEADINGS

- 7. The headings of the sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement and shall not affect the interpretation or construction of this Agreement.

#### JURISDICTION

- 8. This Agreement shall be construed and enforced in

accordance with, and rights of the parties shall be governed by, the laws of the Municipality, the Province of Ontario and the laws of Canada applicable thereto. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

#### FURTHER DOCUMENTATION

9. Each of the parties, hereto covenants and agrees that such party and its heirs, executors, administrators, successors and assigns will sign such further agreements, assurances, papers and documents, do and perform or cause to be done and performed such further and other acts and things as may be necessary or desirable from time to time in order to give full effect to this Agreement and every part thereof.

#### NOTICE PROVISIONS

10. Any notice, report, direction, request or other documentation required or permitted to be given to either party hereto shall be in writing and shall be given by personal service, email or regular mail to be addressed as follows:

**To the Licensee:**

"Xplornet Communications Inc"

Attention: Bev Smith Build Coordinator- Contracts

300 Lockhart Mill Road

Woodstock, NB E7M 5C3

Telephone: (506) 328-1349

Email: bev.smith@corp.xplornet.com or  
vre@corp.xplornet.ca

With copy to:

Attention: Chief Legal Officer

Xplornet Communications Inc.

625 Cochrane Drive, Suite 1000 300 Lockhart Mill Road

Markham, ON L3R 9R9

Email: xplornet.legal@coxplornet.com or  
xplornet.legal@corp.xplornet.com

**To the Licensor:**

Township of South Stormont  
Attention: Director of Corporate Services/Clerk  
P.O Box 84  
Long Sault, ON K0C 1P0

Telephone: (613) 534-8889  
Email: info@southstormont.ca

Either party may, by notice in writing, advise the other parties hereto, of a new address for notice, which shall then be used by the party to whom it is addressed.

11. Any notice, report, direction, request, or other document delivered personally, mail, or by email in accordance herewith shall be deemed to have been received by and given to the addressee on the day of delivery or transmission. If such day is not a business day, then the notice is deemed to have been given and received on the next business day.

Any notice, report, direction, request or other document mailed shall be deemed to have received by and given to the addressee on the third (3rd) business day following the date of mailing, provided that for such purposes no day during which there shall be a strike or other occurrence which shall interfere with normal mail service shall be considered a business day.

TIME OF ESSENCE

12. Time shall be of the essence of this License Agreement and every part hereof.

BREACH OF TERMS

13. No waiver on behalf of any party of a breach of any of the covenants, conditions and provisions herein contained shall be effective or binding upon such party unless the same shall be expressed in writing and any waiver so expressed shall not limit or affect such party's rights with respect to any other future breach.



#### FINAL LICENSE AGREEMENT

14. This Agreement expresses the final Agreement between the parties hereto with respect to all matters herein and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, including without limitation the original Agreement. Its execution has not been induced by, nor do any of the parties hereto rely upon or regard as material any representations or promises whatsoever not incorporated herein or made a part hereof, and any alteration, amendment or qualification thereof shall be null and void and shall not be binding upon any such party unless made and recorded as aforesaid.

#### AMENDMENTS TO BE IN WRITING

15. No amendment or variation of this Agreement or any of the terms herein contained shall be binding upon the parties unless it is in writing and signed by all the parties. Similarly, any waiver of rights by any party shall be in writing.

#### NOT TRANSFERABLE

16. No transfer of this License Agreement may be made by the Licensee without the prior written consent of the Licensor not to be unreasonably withheld, except to an affiliate or an entity acquiring all or substantially all of the assets of the Licensee.

#### TERMINATION

17. Except as otherwise provided herein, the termination of this License Agreement may be initiated by either party with one hundred and eighty (180) days written notice served to the parties as outlined in section 10, at which time all obligations of the Licensee shall be null and void upon termination of the Agreement.

## ACCESS

18. The Licensee, its employees, agents, servants or contractors shall have the right of access to its fixtures, erections and equipment, 24 hours per day, 7 days per week, throughout the entire term of this Agreement except when the licensed premises are inaccessible due to acts of God, acts of the Queen's enemies, riot, military or usurped power, sabotage, vandalism, wanton or negligent acts or accidents on the part of persons not under, or by causes beyond the control of the Licensor. The Licensee shall be given the right of access under the above noted circumstances at the sole liability of the Licensee, and at the reasonable discretion of the Licensee. Sufficient notification by the Licensee to the Licensor shall be provided for any scheduled repairs or maintenance as required.

Notwithstanding the foregoing, the Licensee acknowledges the right of the Licensor to maintain and repair the Water Towers or surrounding areas, without any right to compensation, on the part of the Agreement which may interrupt the delivery and/or access of the Licensee's service upon at least 30 days prior notice by the Licensor, save in the case of emergency. The Licensor shall give immediate notification of any plans to maintain or repair the Water Towers or the surrounding area in order to ensure minimal disruption of service to the Licensee's clients or to limit non-accessibility to the Licensee's Equipment in case of emergency maintenance.

## REPAIR OF DAMAGE

19. Any damage or injury to the Water Towers, shelters, or lands or any other covenant as agreed to for the purpose of this Agreement, which was directly caused by the Licensee, its employees, agents, servants or contractors, for the duration of this Agreement, shall be repaired by the Licensee within thirty (30) days written notice from the

Licensor, and be repaired, rebuilt, replaced and/or restored by a qualified engineer as provided by the Licensee to the reasonable satisfaction of the Licensor, and in default of which the Licensor may take measures necessary to acquire quotes from qualified personal as approved by the Licensee, to repair such damage or injury and the Licensee shall give final consent to costs of repairs and upon the receipt of appropriate documentation from the Licensor, forthwith repay and reimburse the Licensor for all costs and expenses connected herewith or incidental thereto.

#### COMPLIANCE WITH ALL LAWS

20. The Licensee shall comply with all federal, provincial and municipal laws, regulations, rules and by-laws applicable to the installation, operation, maintenance or removal of the Equipment (including the obtaining of all necessary permits and licenses) and shall indemnify and save harmless the Licensor from and against Its failure to do so.

#### REMOVAL UPON TERMINATION

21. Upon termination of this Agreement, the Licensee shall at its own risk and expense remove the Equipment from the said lands within sixty (60) days from the date of such termination, leaving and restoring the Water Towers as nearly as possible in as neat and as clean a condition as originally found, regular wear and tear excepted. In the case of the failure of the Licensee to remove the Licensee's property, it shall become the property of and shall vest in the Licensor without any right to compensation on the part of the License Agreement.

#### LICENSE AGREEMENT ONLY

22. The permission herein granted is to operate solely as a License Agreement and does not transfer any exclusive possessory right or leasehold interest to the Licensee.

BINDING NATURE

23. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above written.

Licensor:  
THE CORPORATION OF THE TOWNSHIP OF SOUTH  
STORMONT

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Licensee:  
XPLORNET COMMUNICATIONS INC.

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Ingleside Water Tower				
Antenna	Number	Frequency	Azimuth	Status
VHLP3-15	1		7°	Existing
VHLP2-18	1		45°	Existing
VHLP3-18	1		241°	Existing

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



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**To:** Council  
**From:** Loriann Harbers, Director of Corporate Services/Clerk  
**Date of Meeting:** October 27, 2021  
**Subject:** By-law No. 2021-080 Authorize Alternate Voting Method for Municipal Elections

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**Recommendation:**

That By-law No. 2021-080, being a by-law to authorize alternate voting methods for School Board and Municipal Elections, be read and passed in open Council, signed and sealed this 27<sup>th</sup> day of October, 2021.

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**Executive Summary:**

The *Municipal Elections Act* (MEA) authorizes Municipal Councils to pass by-laws providing for the use of alternative voting methods and vote counting equipment on or before May 1 in the year of the Election. A Key Information Report with statistics, budget and four options was presented to Council during the October 13, 2021 meeting.

The purpose of this report is to confirm Council's direction as a result of discussions held and present the required by-law.

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**Background:**

During the October 13, 2021 regular meeting, an overview of a Key Information Report summarizing statistics of previous elections, estimated budget and planned improvements for Council's consideration was provided.

Four options were presented based on the most basic approach to the most user friendly and accessible approach.

Council directed staff to proceed with School Board and Municipal Elections using the most accessible and public friendly choice. As a result, the 2022 School Board and Municipal Elections will be conducted via internet, throughout the entire voting period, with paper composite ballots available for the public during the advance vote at Town Hall. In addition, the option to vote via paper composite ballot will be available at 4 locations on Election day.

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**Alignment with Community Strategic Plan:**

Goal 5: Strong Community  
Objective 1.3: Human Resources

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**Risk and Asset Management Considerations:**

n/a



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**Options:**

1. That Council authorize alternate voting methods for School Board and Municipal Elections.
2. That Council suggest alternate options for consideration.
3. Other.

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**Financial Impact:**

The cost associated with Municipal Elections are budgeted for and alternative methods have been incorporated into this budget.

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**Others Consulted:**

SDG Clerks

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW No. 2021-080

BEING a by-law to authorize the use of alternate voting methods for South Stormont School Board and Municipal Elections.

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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 *Municipal Elections Act, 1996*, s. 42 as amended, provides that the council of a local municipality may pass by-laws authorizing the use of voting and vote counting equipment such as voting machines, voting records or optical scanning vote tabulators and authorizes electors to use alternative voting methods that do not require electors to attend at a voting place in order to vote.

AND WHEREAS the *Municipal Elections Act, 1996*, s. 89 clauses (a) to (m) as amended provides that a person is guilty of an offence if he or she attempts to do something described in that section.

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

1. That the use of electronic voting by internet as an alternative voting method in respect of School Board and Municipal Elections in the Township of South Stormont is hereby authorized, pursuant to the provisions of the *Municipal Elections Act*.
2. That the use of optical scanning vote tabulators for the purpose of counting votes in respect of School Board and Municipal Elections in the Township of South Stormont is hereby authorized, pursuant to the provisions of the *Municipal Elections Act*.
3. That the Municipal Clerk/Returning Officer shall establish procedures and required forms for the alternative voting methods and electronic vote counting equipment in accordance with Section 3 of the *Municipal Elections Act*.
4. That the Municipal Clerk/Returning Officer is authorized to enter into agreements with selected vendors necessary for the election.
5. That all previous by-laws relating to authorizing alternative voting methods are hereby rescinded.

6. That any by-law inconsistent with this by-law is hereby repealed.

READ and passed in open Council, signed and sealed this 27<sup>th</sup> day of October, 2021.

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Mayor

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Clerk



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**To:** Council  
**From:** Gilles Crepeau, Fire Chief  
**Date of Meeting:** October 27, 2021  
**Subject:** By-law No. 2021-081 Authorize a Fire Dispatch Agreement

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**Recommendation:**

That By-law No. 2021-081 being a by-law to authorize a Fire Dispatch Agreement, be read and passed in open council, signed and sealed this 27th day of October 2021.

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**Executive Summary:**

The Township of South Stormont has procured Fire Dispatch services from the Cornwall Police Services (CPS) since 2017. The five (5) year agreement expires on December 31, 2021.

Staff recommends moving forward with the agreement to maintain service levels to people and property in South Stormont.

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**Background:**

The CPS supplies dispatch services to Cornwall Police, the Cornwall Fire Service, and the Fire Services of South Glengarry, North Glengarry, North Stormont and South Stormont. South Stormont continues to be provided excellent service from the CPS.

Service delivery fees for the period of 2017-2021 were as follows:

Implementation fee - \$10,000

2017 - \$35,000

2018 - \$35,700

2019 - \$36,414

2020 - \$37,142

2021 - \$37,885

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**Alignment with Community Strategic Plan:**

Goal 1: Corporate Capacity

Objective 1.4: Tools and Technology

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**Risk and Asset Management Considerations:**

Should Council decide not to enter into the agreement for Fire Dispatch Services provided by the Cornwall Police Service the Township would have to investigate

other dispatch service providers. This could affect the fire service delivery to people and property owners in South Stormont as the current agreement expires at the end of the year. If the Township were to enter into a similar agreement with another dispatch provider, it would also incur additional setup fees.

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**Options:**

1. That Council approve the agreement for Fire Dispatch Services to the Cornwall Police Service.
2. That Council provide alternative direction in relation to the agreement with CPS.
3. Other.

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**Financial Impact:**

Entering into the proposed agreement with the Cornwall Police Service would result in increased fees as outline below for the years 2022-2026:

2022 - \$51,450  
2023 - \$52,480  
2024 - \$53,530  
2025 - \$54,600  
2026 - \$55,690

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**Others Consulted:**

Director, Corporate Services

*Prepared by:*

*Lizann Grant, Administrative Assistant*

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW No. 2021-081

BEING a by-law to enter into a Memorandum of Agreement with the Cornwall Police Services Board for Communication Services.

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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 Council of the Township of South Stormont did, on the 7th day of September, 2006, pass By-law No. 2016-071, to enter into a Memorandum of Agreement with the Cornwall Police Services Board for Communication Services for a five-year term ending December 31, 2021;

AND WHEREAS the Township of South Stormont is desirous of entering into a Memorandum of Agreement with the Cornwall Police Services Board for Communication Services for a new term.

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

1. That the Township of South Stormont enter into a Memorandum of Agreement with the Cornwall Police Services Board.
2. The Mayor and the Director of Corporate Services/Clerk of the municipality are hereby authorized and directed on behalf of the Township of South Stormont to execute the Memorandum of Agreement attached hereto as Schedule "A" and forming part of this by-law.
3. That any by-law inconsistent with this by-law is hereby repealed.

READ AND PASSED in open Council, signed and sealed this 27<sup>th</sup> day of October, 2021.

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Mayor

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Clerk



## MEMORANDUM OF AGREEMENT

**THIS AGREEMENT** is made effective this ("The **Effective Date**")

**BETWEEN:**

**CORNWALL POLICE SERVICES BOARD**

(The "**Board**")

**-and-**

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

(The "**Municipality**")

**WHEREAS** the Board presently operates a twenty-four hour communications and dispatch center for the purpose of providing service to emergency agencies.

**AND WHEREAS** the Board and the Municipality desire to enter into an Agreement whereby the Municipality's fire service (hereinafter referred to as the "Fire Service") would be serviced by the Board's dispatch center for answering and dispatching of the Fire Service for emergency purposes.

**NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:**

### **1.0 DEFINITIONS**

- 1.1 "Cornwall Police Services Board"** means the Police Services Board as established under the authority of the ***Police Services Act***, R.S.O. 1990 for the City of Cornwall;
- 1.2 "Chief of Police" (Cornwall Police Service)** means the Chief of Police of the Cornwall Police Services appointed pursuant to section 31(1)(d) of the ***Police Services Act***, R.S.O. 1990 c. P-15 as amended. The Chief of Police is responsible for administering and overseeing the operation of the Cornwall Police Service pursuant to Section 41 of the ***Police Services Act***, R.S.O. 1990 c. P-15 as amended.

**1.3 "City"** means either the geographical area of the municipality of Cornwall or the municipal corporation of Cornwall, as the context herein requires.

**1.4 "Communication Services"** means and includes the following:

- a) Receipt of all calls through 911 or other telecommunications means from the Municipality;
- b) Dispatch of required personnel, apparatus and equipment of the Municipalities' Fire Service;
- c) Radio communications, during emergency responses, with responding apparatus and crews from the Municipality.

**1.5 "Fire Service"** means the Fire Service of the Township of South Stormont.

## **2.0 BACKGROUND**

**2.1** The Board presently operates a 24 hour-a-day, seven days a week, 365 days of the year communications and dispatch center for the purpose of providing service to emergency agencies (the "Communications Centre").

**2.2** The Communications Centre is supervised by the Communication Supervisor who is supported by highly-trained full-time and part-time civilian communicators/dispatchers

**2.3** The primary function of Communications Centre communicators is to answer emergency calls for service received from the public, and maintain two way communications with police officers who are on patrol and/or fire units responding to emergency calls using data and voice transmissions. The Communications Centre also receives and processes non-emergency calls for service.

## **3.0 RESPONSIBILITIES OF THE CORNWALL POLICE SERVICES BOARD**

**3.1** All calls received by the Board's Dispatch Centre through 911 or other telecommunications means will be promptly acknowledged and dispatched.

**3.2** The Board will page/dispatch the Fire Service at a level of service equal to or exceeding the standards of dispatch services, as agreed.

**3.3** The Board's dispatchers shall follow the protocols provided by the Fire Service when paging firefighters for emergencies and for training activities.

**3.4** The Board and the Fire Service will cooperatively develop and

implement contingency plans for utilization in the event dispatch is unsuccessful after two attempts.

- 3.5** The Board will be responsible to install and maintain the necessary equipment as required in their contingency plan.
- 3.6** The Board's dispatcher/communicator will, in the event of a failure to successfully dispatch firefighters to a reported emergency, initiate the contingency plan.
- 3.7** Any defect or condition that may cause a failure in this system shall be reported to the Chief of Police and/or designated alternate of the Cornwall Police Service immediately.

#### **4.0 RESPONSIBILITIES OF THE TOWNSHIP OF SOUTH STORMONT**

- 4.1** The Board and the Fire Service will cooperatively develop and implement contingency plans for utilization in the event dispatch is unsuccessful after two attempts.
- 4.2** The Fire Service will be responsible to install and maintain the necessary equipment as required in their contingency plan.
- 4.3** The Fire Service will provide the Board with current information regarding the Fire Service's office phone number, fax number, e-mail address, and any emergency contact numbers required for staff required in activation of all contingency plans, registered Radio Call Sign and current S.D. &G. County generated 911 maps.

#### **5.0 SYSTEM AND EQUIPMENT**

- 5.1** Equipment related to the system and presently owned or hereafter acquired by the Board or Fire Service and installed in its buildings or vehicles or carried by its staff shall be properly maintained and kept in good working order at the expense of the party owning the equipment.
- 5.2** Any defect or condition that may cause a failure in this system shall be reported to the Chief of Police and/or designated alternate of the Cornwall Police Service immediately.

#### **6.0 EXPENSES**

- 6.1** The Township of South Stormont agrees to pay for the cost of any telephone lines required, long distance calls made on behalf of the Fire Service, costs incurred to the Board to provide any updated mapping

within the service area of the Fire Service during the term of this Agreement, including travel and wages and any changes made to the coverage area whereby Bell Canada 911 or other agency Geographic Information Services invoice the Board relative to emergency dispatch services. Such costs will become due and payable upon receipt of an invoice. The Municipality shall be notified in advance of any such cost being incurred.

- 6.2** Any additional applications and features acquired and maintained by the Township of South Stormont such as "Who's Responding" shall be at their cost.
- 6.3** The annual cost to the Township of South Stormont for the dispatch service is as set out in Schedule "A" hereto attached. The fee for any part of a calendar year will be pro-rated on a monthly basis.
- 6.4** The Board agrees to provide the service covered by this Agreement for the stated fees until December 31st, 2026. The parties agree to review the terms of the Agreement and negotiate any revisions, additions or deletions in the terms of the Agreement deemed appropriate by either party before June 30th, 2025.
- 6.5** Billing for this service will be provided by the Cornwall Police Service quarterly of each year, on March 31st, June 30th, September 30th, and December 31st, and payable upon receipt of invoice by the Township of South Stormont.

## **7.0 DUE DILIGENCE**

- 7.1** The Board will, during the term of this Agreement, exercise due diligence in providing the agreed upon level of service and operation of the service.

## **8.0 TRAINING**

- 8.1** The Board will ensure each communicator/dispatcher receives training that reflects the unique nature of fire service communications.
- 8.2** While a number of agencies provide training for dispatchers, fire service dispatchers/communicators will also be trained to the standard of **NFPA 1061 Standard for Professional Qualifications for Public Safety Telecommunications Personnel**, and more specifically:

- Support the incident management system used by the Fire Service;
- Support the accountability and entry control systems used by the

Fire Service;

- Support the functions of the safety officer at an emergency incident; and
- Support personnel working in a potentially violent situation.

## **9.0 TERMINATION**

- 9.1** If either party to this Agreement wishes to terminate the Agreement they shall give a minimum of six (6) months' notice prior to current calendar year end in writing of their intention to do so.
- 9.2** Termination shall become effective on the date specified in the notice and may only be extended on mutual consent of the parties and in monthly increments. Both parties to the Agreement are bound by the terms of this Agreement until date of termination.
- 9.3** In the event of termination of this Agreement by either party, the Board shall retain all equipment purchased by it to perform services under the terms of this Agreement and the Municipality shall have no claim or entitlement to reimbursement for any part thereof. Capital equipment paid for by the Township of South Stormont shall be the property of the Township of South Stormont.
- 9.4** Copies of all records including voice records pertaining to the business of the Township of South Stormont and its Fire Service including but not limited to emergency response and training shall be provided to the Township of South Stormont upon termination of this Agreement. With written Agreement from the Township of South Stormont, the original records maintained on file by the Board shall be deemed to satisfy provision of copies.

## **10.0 INSURANCE**

- 10.1** Each party shall maintain for the duration of the Agreement, the following insurance:

Municipal Liability Insurance issued on an occurrence basis for an amount of not less than \$10,000,000 per occurrence / \$10,000,000 annual aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and

severability of interest clause.

- 10.2** The Cornwall Police Board shall add the Township of South Stormont as an Additional Insured with respect to the operations of the Cornwall Police Board. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township of South Stormont.
- 10.3** The Township of South Stormont shall add the Cornwall Police Board as an Additional Insured with respect to the operations of the Township of South Stormont. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Cornwall Police Board
- 10.4** Cornwall Police Board shall carry Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$10,000,000 inclusive for each and every loss.
- 10.5** The policies shown above shall not be cancelled unless the Insurer notifies the Municipality/ Cornwall Police Board in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Municipality/ Cornwall Police Board.
- 10.6** Each party shall provide the other party with a certificate of insurance evidencing the above noted coverage prior to execution of service.

## **11.0 INDEMNIFICATION**

- 11.1** The Township of South Stormont shall indemnify and hold the Cornwall Police Board harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions whether willful or otherwise by the Municipality, their officers, employees or other persons for whom the Municipality is legally responsible arising out of this Agreement.
- 11.2** The Cornwall Police Board shall indemnify and hold the Township of South Stormont harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions whether willful or otherwise by Cornwall Police Board, their officers, employees or other persons for whom the Police Board is legally responsible arising out of this Agreement.



## **12.0 AMENDMENTS, ALTERATIONS AND ADDITIONS**

- 12.1** Neither party may assign this Agreement without the express written consent of the other.

## **13.0 DISPUTE RESOLUTION**

- 13.1** In the event of any dispute, claim, question or difference arising out of or relating to the Agreement or the breach of it (a "Dispute"), the parties shall use their best endeavours to settle such Disputes. To this end, they shall consult and negotiate with each other, in good faith and understanding of their mutual interests, to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such a solution within a period of thirty (30) days of the issuance of a notice of a Dispute by either party, either party may refer the matter to arbitration by giving notice to the other party of its intent to do so, in which case the parties hereby agree that the Dispute shall be resolved by binding arbitration pursuant to the *Arbitration Act, 1991* (Ontario), as amended from time to time.
- 13.2** After one party has given notice of its intent to refer the matter to arbitration, the parties shall appoint a mutually acceptable arbitrator. If the parties are unable to agree within thirty (30) days of notice being given of one party's intent to refer the matter to arbitration, either party may bring an application or a motion, as the case may be, to a judge of the Ontario Superior Court of Justice to appoint a single arbitrator who shall be the arbitration tribunal. The arbitrator shall be qualified by education and training to pass upon the particular matter to be decided.
- 13.3** An arbitration pursuant to this Article 13 will take place in Ottawa, Ontario, or such other place as the parties may mutually agree.
- 13.4** A decision from the arbitration tribunal pursuant to the Article 13 shall be given in writing, shall be final and binding on the parties, shall not be subject to any appeal, and shall deal with the question of costs of arbitration and all matters related to it. Judgement upon the award rendered may be entered into any court having jurisdiction or application may be made to any such court for judicial recognition of the award or an order of enforcement of it, as the case may be.
- 13.5** Notwithstanding anything to the contrary contained herein, and even if a Dispute arises between the parties, in no event nor for any reason shall the Board interrupt the provision of the services the Municipality contemplated herein to unless:

- a) Authority to do so is granted by the Municipality or conferred by a

- court of competent jurisdiction; or
- b) This Agreement has been terminated or has expired pursuant to Article 9.

#### **14.0 ENTIRE AGREEMENT**

- 14.1** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior representations, understandings and Agreements, whether verbal or written.
- 14.2** This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

#### **15.0 GENERAL CLAUSES**

- 15.1** This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and each party hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Ontario.
- 15.2** Any notice or other communication, with the exception of invoices required or permitted under this Agreement to be given or sent by a party shall be written and shall be deemed to have been sufficiently given or sent 5 business days after such notice shall have been mailed postage prepaid, or 24 hours after such notice shall have been delivered by hand or by facsimile transmission. Any notice shall be addressed or delivered as follows:

In the case of the Board to:

Cornwall Police Services Board  
Attention: Chief of Police  
340 Pitt Street, Second Floor  
P.O. Box 875  
Cornwall, ON K6H 5T7  
Fax (613)932-9317

And in the case of the Municipality, to:

Corporation of the Township of South Stormont  
Attention: Director of Finance  
2 Mille Roches Rd.  
Long Sault, ON  
K0C 1P0

- 15.3** If any of the provisions contained in this Memorandum of Agreement are determined to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the parties hereto agree that the invalid, illegal, or unenforceable provision(s) shall be severable and that the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, to the extent possible.
- 15.4** This Agreement may be executed in separate counterparts and together such counterparts shall form the original copy of the Agreement.

[Remainder of page intentionally left blank; signature page to follow.]

**IN WITNESS WHEREOF**, this Memorandum of Agreement has been signed on behalf of the Cornwall Police Services Board and the Corporation of the Township of South Stormont, by the duly authorized officers of both agencies.

**Dated at** \_\_\_\_\_, 2021.

\_\_\_\_\_  
Cornwall Police Services Board

\_\_\_\_\_  
Corporation of the Township of  
South Stormont

\_\_\_\_\_  
Chair, Cornwall Police Services  
Board

\_\_\_\_\_  
Mayor, Township of South Stormont

\_\_\_\_\_  
Chief of Police, Cornwall  
Police Service

\_\_\_\_\_  
Director of Corporate Services/Clerk,  
Township of South Stormont

CORNWALL POLICE SERVICES BOARD, and  
THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

SCHEDULE "A" to the  
**MEMORANDUM OF AGREEMENT**

Payment for Communications Services (Fire Dispatch) will be remitted to the Cornwall Police Service under the following schedule and in accordance with Article 6 herein:

2022 - \$ 51,450

2023 - \$ 52,480

2024 - \$ 53,530

2025 - \$ 54,600

2026 - \$ 55,690

## Township of South Stormont

### ACTION REQUEST

Chief Administrative Officer



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**To:** Council  
**From:** Debi LucasSwitzer, Chief Administrative Officer  
**Date of Meeting:** October 27, 2021  
**Subject:** By-Law No. 2021-082 Transfer Payment Agreement Under the Municipal Modernization Program Intake #2

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#### **Recommendation:**

That By-Law No. 2021-082, being a by-law to authorize a Transfer Payment Agreement Under the Municipal Modernization Program, Intake 2 – Implementation Stream, be read and passed in open Council, signed and sealed the 27th day of October, 2021.

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#### **Executive Summary:**

Staff completed application for project funding under the MMP Intake #2. In June 2021, staff and Council were notified by the Province of Ontario that South Stormont was successful in obtaining funding (\$316,290) for the project below:

#### Township of South Stormont Operations and Administration Modernization

This project includes various components of digital modernization and service integration/enhancements.

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#### **Background:**

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 1: Corporate Capacity

Objective 1.1: Implement Service Delivery and Policies Review

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#### **Options:**

1. That Council authorize a Transfer Payment Agreement Under the MMP Intake #2, Implementation Stream. This is the recommended option.
  2. Other.
- 

#### **Financial Impact:**

The MMP funding covers up to 65% of the total eligible costs to implement the project. \$170,310 was included in the 2021 budget for the Township portion of these initiatives.

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#### **Others Consulted:**

Province of Ontario

Township Staff

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THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW NO. 2021-082

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 Municipal Affairs and Housing.

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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 Municipal Affairs and Housing to receive funding under the Municipal Modernization Program Intake 2, Implementation 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 Municipal Affairs and Housing to receive funding under the Municipal Modernization Program Intake 2, Implementation Stream.
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 27<sup>th</sup> day of October, 2021.

---

Mayor

---

Clerk



## ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

### B E T W E E N :

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Municipal Affairs and  
Housing**

(the “Province”)

- and -

**The Corporation of the Township of South Stormont  
(the “Recipient”)**

### 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 form part of the Agreement:

Schedule “A” -	General Terms and Conditions
Schedule “B” -	Project Specific Information and Additional Provisions
Schedule “C” -	Project
Schedule “D” -	Budget
Schedule “E” -	Payment Plan
Schedule “F” -	Reports.

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## **2.0 CONFLICT OR INCONSISTENCY**

**2.1 Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

## **3.0 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.

## **4.0 AMENDING THE AGREEMENT**

**4.1 Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

## **5.0 ACKNOWLEDGEMENT**

**5.1 Acknowledgement.** The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- 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  
Municipal Affairs and Housing**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Steve Clark  
Title: Minister

**The Corporation of the Township of South  
Stormont**

\_\_\_\_\_  
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**

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**A1.0 INTERPRETATION AND DEFINITIONS**

**A1.1 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 headings do not form part of the Agreement; they are for 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; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

**“Additional Provisions”** means the terms and conditions set out in Schedule “B”.

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

**“Budget”** means the budget attached to the Agreement as Schedule “D”.

**“Business Day”** means any working day, 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 has elected to be closed for business.

**“Effective Date”** means the date set out at the top of the Agreement.

**“Event of Default”** has the meaning ascribed to it in section A12.1.

**“Expiry Date”** means the expiry date set out in Schedule “B”.

**“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 Expiry Date, whichever is first.

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

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

**“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 the Project or any other part of the Agreement.

**“Maximum Funds”** means the maximum set out in Schedule “B”.

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

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4.

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

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

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

**“Project”** means the undertaking described in Schedule “C”.

**“Records Review”** means any assessment the Province conducts pursuant to section A7.4.

**“Reports”** means the reports described in Schedule “F”.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (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 federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including 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.

**A2.2 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, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

**A2.3 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 the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the 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 A7.0; 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.

**A2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient’s council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will 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 in accordance with the Budget; and
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **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 from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will 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.

#### **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

#### **A6.0 CONFLICT OF INTEREST**

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) 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 relating to the Project, the use of the Funds, or both.

**A6.2 No Conflict of Interest.** The Recipient will carry out the 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;
  - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent 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.

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, “**Province**” includes any auditor or representative the Province may identify.

**A7.2 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1:
  - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule “F”;
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (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.

**A7.3 Record Maintenance.** The Recipient will keep and maintain for a period of

seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any other accounting principles that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four 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 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;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 **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 and documents referred to in section A7.3; and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, 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) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to

any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 INDEMNITY**

**A9.1 Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

**A10.1 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 the 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 the amount provided for in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to 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.

**A10.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

## **A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

## **A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A12.1 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 failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) carry out the Project;

- (b) use or spend Funds; or
- (c) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii).

**A12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, 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 the 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 further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds 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 payment 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 Record 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.

**A12.3 Opportunity to Remedy.** If, in accordance with section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and

- (b) the Notice Period.

**A12.4 Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice 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 Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A12.5 When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

### **A13.0 FUNDS AT THE END OF A FUNDING YEAR**

**A13.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

### **A14.0 FUNDS UPON EXPIRY**

**A14.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

### **A15.0 DEBT DUE AND PAYMENT**

**A15.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

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



A15.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, 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.

A15.3 **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.

A15.4 **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 as provided for in Schedule "B".

A15.5 **Fails to Pay.** 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.

## **A16.0 NOTICE**

A16.1 **Notice in Writing and Addressed.** Notice will be:

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

A16.2 **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 mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which

the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(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 give Notice by email, personal delivery, courier or fax.

## **A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A17.1 **Consent.** When the Province 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 may have attached to the consent.

## **A18.0 SEVERABILITY OF PROVISIONS**

A18.1 **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.

## **A19.0 WAIVER**

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 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.

## **A20.0 INDEPENDENT PARTIES**

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, 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.

## **A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **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.

## **A22.0 GOVERNING LAW**

A22.1 **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.

## **A23.0 FURTHER ASSURANCES**

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with 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.

## **A24.0 JOINT AND SEVERAL LIABILITY**

A24.1 **Joint and Several Liability.** Where the Recipient comprises of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A25.0 RIGHTS AND REMEDIES CUMULATIVE**

A25.1 **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.

## **A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

### **A26.1 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 may suspend the payment of Funds for such period as the Province determines appropriate.

## **A27.0 SURVIVAL**

**A27.1 Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE “B”**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

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<b>Maximum Funds</b>	Up to \$316,290
<b>Expiry Date</b>	December 30, 2025
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</b>	\$5,000.00
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<b>Name:</b> Brenda Vloet <b>Position:</b> Manager, Municipal Programs and Outreach Unit <b>Address:</b> 777 Bay Street, Toronto, Ontario M7A 2J3, 16 <sup>th</sup> Floor <b>Email:</b> Brenda.Vloet@ontario.ca
<b>Contact information for the purposes of Notice to the Recipient</b>	<b>Name:</b> <b>Position:</b> <b>Address:</b> <b>Fax:</b> <b>Email:</b>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<b>Name:</b> <b>Position:</b> <b>Address:</b> <b>Fax:</b> <b>Email:</b>

**Additional Provisions:**

- B1      **Section 4.2 of Schedule “A” is amended by adding the following subsection:**

- (e) the Province is not obligated to provide any Funds to the Recipient that exceed 65% of the incurred Project costs.

**B2      Section 4.3 of Schedule "A" is amended by adding the following subsection:**

- (e) not use the Funds for the purpose of paying the Recipient's regular salary costs.
- (f) not use the Funds for the purpose of purchasing land, buildings or vehicles.

**SCHEDULE “C”  
PROJECT**

<b>Project Title</b>
Township of South Stormont Operations and Administration Modernization
<b>Objectives</b>
The objective of the Project is to modernize the Recipient’s operational and administrative processes through purchasing software and hardware and a Work Order System, as well as developing strategies and policies, with the goals of achieving cost savings and efficiencies.
<b>Description</b>
<p>The Recipient will purchase and implement the following software systems: Human Resource Information System (HRIS);</p> <ul style="list-style-type: none"><li>• Work order system;</li><li>• Records management software;</li><li>• Planning software</li><li>• E-billing software, and;</li><li>• Worksite tablets to generate process efficiencies and cost savings.</li></ul> <p>The Recipient will also create strategies and policies related to the implementation of the software systems.</p>



**SCHEDULE "D"**  
**BUDGET**

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Item	Amount
Reimbursement of up to 65% of Project costs incurred between January 26, 2021 to the earlier of September 30, 2022 or the submission of the Final Report Back.	Up to \$316,290

**SCHEDULE “E”  
PAYMENT PLAN**

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Milestone	Scheduled Payment
<ul style="list-style-type: none"> <li>Execution of Agreement</li> </ul>	Initial payment of \$110,702 made to Recipient no more than thirty (30) days after the execution of the Agreement
<ul style="list-style-type: none"> <li>Submission of First and Second Interim Report Backs</li> </ul>	Interim payment made to the Recipient no more than thirty (30) days after the Province’s approval of the First Interim Report Back for costs incurred and submitted as part of the First Interim Report Back that exceed the initial payment.
<ul style="list-style-type: none"> <li>Submission of Final Report Back to the Province</li> </ul>	Final payment of up to \$205,588 less any amount paid as part of the interim payment made to the Recipient no more than thirty (30) days after the Province’s approval of the Final Report Back.

## **SCHEDULE “F” REPORTS**

<b>Name of Report</b>	<b>Reporting Due Date</b>
1. First Interim Report Back	January 31, 2022
2. Second Interim Report Back	April 29, 2022
3. Final Report Back	September 30, 2022
4. Annual Report Back	September 29, 2023

### **Report Details**

#### **1. Interim Report Backs (2)**

The Recipient will submit up to two (2) Interim Report Backs to the Province using the reporting template provided by the Province. If the Recipient submits the Final Report Back prior to the reporting due date for the Second Interim Report Back, the Recipient is not obligated to submit the Second Interim Report Back. The Interim Report Backs will include:

- A written description of what the Recipient has completed for the Project to date and what will be completed by the next Report Back,
- A list of actual costs to carry out the Project paid by the Recipient that have not been included as part of a previously submitted Interim Report Back, with supporting documentation, such as invoices or receipts, showing actual costs incurred.

#### **2. Final Report Back**

The Recipient will submit a Final Report Back to the Province once the Project is completed and by September 30, 2022 using the reporting template provided by the Province. The Final Report Back will include:

- A written description of the Project and the forecasted annual savings and other efficiency outcomes for the Recipient,
- The actual costs to carry out the Project that have not been included as part of a Quarterly Report Back paid by the Recipient with supporting documentation, such as invoices or receipts, showing actual costs incurred.
- A statement indicating an updated estimate of annual cost savings realized through the Project, which will be the performance measure.

#### **3. Annual Report Back**

The Recipient will submit an Annual Report Back to the Province using the reporting template provided by the Province. The Annual Report Back will include:

- A statement indicating the actual cost savings and efficiency outcomes from the Project over the course of the year.

**From:** Andrew Guindon <aguindon@southstormont.ca>

**Sent:** October 22, 2021 9:46 AM

**To:** Debi LucasSwitzer <debi@southstormont.ca>; Loriann Harbers <loriann@southstormont.ca>

**Cc:** Jennifer MacIsaac <jmacisaac@southstormont.ca>

**Subject:** Motion re: Waterfront - Oct 27 meeting

Good morning Debi and Loriann,

The following is from myself and Councillor MacIsaac.

At the next meeting (October 27<sup>th</sup>), I would like Council to consider the following motion: "That Council hereby directs staff to work with the St. Lawrence Parks Commission to create a partnership for the creation of a dog park in Long Sault and to create a kayak launch in Ingleside in 2022. Further, that (sufficient funds) be put aside in the 2022 budget for these projects, which are deemed a priority by Council."

I believe all Council members support improvements to the waterfront. Small projects like these will be a great value to our residents who have been anticipating positive recreational changes be made to the waterfront since the Waterfront Development Master Plan was adopted, and the St. Lawrence Parks Commission endorsed it. I believe this would signal to the Province that we are willing to make the necessary investments to complete these projects and show our eagerness to work in a mutually beneficial partnership with the St. Lawrence Parks Commission, while we continue to pursue the transfer of lands from the Province to the Township.

Thank you and have a great day,

Andrew

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW NO. 2021-083

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 October 13, 2021 are hereby adopted.
2. That the actions of the Council of the Township of South Stormont at the meeting of October 27, 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 27<sup>th</sup> day of October, 2021.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk