County Council Meeting March 16, 2016 – 9:00 a.m.
Kingston Frontenac Rotary Auditorium, County Administrative Building,
2069 Battersea Road, Glenburnie
Council will resolve into Closed Meeting and will reconvene as regular Council at 9:30 am

AGENDA

Page

1. Call to Order

2. Closed Session

a) **Resolved That** Council resolve itself into Committee of the Whole closed session as authorized under Section 239 of The Municipal Act, to consider:

a. Adoption of Closed Minutes of Meetings held January 20, 2016
b. A proposed or pending acquisition or disposition of land by the municipality or local board - as it relates to the acquisition of lands along the K&P Trail between Tichborne and Sharbot Lake.
c. Advice that is subject to solicitor-client privilege, including communications necessary for that purpose - as it relates to the County's proposal for the tax sale property located at Pt Lot 5 - Pt Lot 6 - Pt Lot 7- Pt Lot 8 -Pt Lot 9; Pt Lot 10 W/S Frontenac St and N/S of River PL 35 Pt 1

b) **Resolved That** Council rise from Committee of the Whole closed session with/without reporting.

3. Approval of Addendum

4. Disclosure of Pecuniary Interest and General Nature Thereof

5. Adoption of Minutes

17 - 27 a) Minutes of Meeting Held January 20, 2016

Resolved That the minutes of the regular Council meeting held January 20, 2016 be adopted.

6. Deputations and/or Presentations

a)

Mr. Richard Schooley, Chair, Perth and Smiths Falls District Hospital will address County Council with respect to Recommend Reports from the Chief Administrative Officer Report 2016-015 – Perth and Smiths Falls Hospital Community Health Hub Committee – Request for Representation

28 - 36

b) **Mr. Matthew Rennie** will address County Council regarding Recommend Report from the Chief Administrative Officer, clause l) 2016-032, Frontenac County response to the Ontario Municipal Board (OMB) hearing regarding Johnston Point Draft Plan of Vacant Land Condominium – County File 10CD-2014-002

c) **Mr. Mike Keene**, Fotenn Consultants will address County Council regarding Recommend Report from the Chief Administrative Officer, clause l) 2016-032, Frontenac County response to the Ontario Municipal Board (OMB) hearing regarding Johnston Point Draft Plan of Vacant Land Condominium – County File 10CD-2014-002

7. Proclamations

a) **United Way Success By 6 Week**
[See Communications x)]

THAT the Council of the County of Frontenac do hereby proclaim May 1 to May 8, 2016 as United Way Success By 6 Week;

AND THAT the proclamation be posted on the County's official web site at www.frontenaccounty.ca.

b) **Accessibility Awareness Week**

Whereas approximately 1.8 million Ontarians (15.5%) are persons with disabilities, with this number increasing annually as the population ages; and,

Whereas 2015 marked a significant milestone on the path to an accessible Ontario, with accessibility increasingly becoming a part of day-to-day life across the province; and,

Whereas across the broader public sector, organizations that provide vital services to Ontarians — including hospitals, school boards, colleges, universities and municipalities — have been leading the way; and

Whereas creating an inclusive Ontario — a place where everyone can participate, contribute and succeed — requires leadership from government, the broader public sector, business and not-for-profit

organizations;

Therefore Be It Resolved That the Council of the County of Frontenac hereby proclaim the week of April 3 to April 9, 2016 as Accessibility Awareness week in the County of Frontenac to increase awareness of the importance of accessibility and of complying with the accessibility requirements of the *Accessibility for Ontarians with Disabilities Act* (AODA);

And Further That a copy of this proclamation be forwarded to the Accessibility Directorate of Ontario and the Association of Municipal Managers, Clerks and Treasurers of Ontario.

8. Move into Committee of the Whole

a) **That** Council adjourn and meet as Committee of the Whole Council, with the Deputy Warden in the Chair.

9. Briefings

37 - 52

a) **Mr. Kelly Pender**, Chief Administrative Officer, will provide Council with his monthly CAO briefing.

10. Unfinished Business

11. Recommend Reports from the Chief Administrative Officer

53 - 56

a) **2016-015**
Corporate Services
The Mississippi Rideau Tay Rural Health Hub Committee - Request for Representation

Recommendation

Resolved That Frances Smith be appointed to represent the County of Frontenac at the Mississippi Rideau Tay Rural Health Hub Organizing Committee for the period from April 1, 2016 to April 1, 2018 or until such time as the committee is replaced by a rural health hub management structure;

And Further That By-law 2014-0051, being a by-law to appoint Members of Council and Members of the Community to External Boards and Committees for the Term of Council be amended accordingly to reflect this appointment.

57 - 59 b) **2016-016**
Corporate Services
Amendments to Section 239 of the Municipal Act - Amendments to Procedural By-law 2013-0020 regarding meetings closed to the public

Recommendation

Resolved That the Council of the County of Frontenac receive the Corporate Services – Amendments to Section 239 of the Municipal Act - Amendments to Procedural By-law 2013-0020 regarding meetings closed to the public report;

And Further That Procedural By-law 2013-0020 as amended be further amended as follows:

That Section 6 – Meetings of Council, 6.6 be amended by deleting:

A Meeting shall be closed to the public if the subject matter relates to the consideration of a request under the Municipal Freedom of Information and Protection of Privacy Act if the Council is the head of the institution for the purposes of the Act.

And replacing with:

Other criteria

A meeting or part of a meeting shall be closed to the public if the subject matter being considered is,
(a) a request under the Municipal Freedom of Information and Protection of Privacy Act, if the council, board, commission or other body is the head of an institution for the purposes of that Act; or
(b) an ongoing investigation respecting the municipality, a local board or a municipally-controlled corporation by the Ombudsman appointed under the Ombudsman Act, an Ombudsman referred to in subsection 223.13 (1) of the Municipal Act, or the investigator referred to in subsection 239.2 (1) of the Municipal Act.

60 - 63 c) **2016-017**
Corporate Services
Designation of Head for the Purposes of the Municipal Freedom of Information and Protection of Privacy Act and the Ombudsman Act

Recommendation

Resolved That the Council of the County of Frontenac receive the Corporate Services – Designation of Head for the Purposes of the

Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and the Ombudsman Act report;

And Further That the Warden of the County of Frontenac be designated as Head of the Municipality for the Purposes of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and the Ombudsman Act;

And Further That the Warden be authorized to delegate the power or duty granted or vested in the head to the County Clerk, pursuant to Section 49(1) of the Municipal Freedom of Information and Protection of Privacy Act;

And Further That the Clerk be authorized to bring forward a by-law later in the meeting designating the Warden as Head of the Municipality for the Purposes of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and the Ombudsman Act.

64 - 66 d) **2016-018**
Corporate Services - Finance
2015 Frontenac Howe Islander Petition for Subsidy

Recommendation

Resolved That the Council of the County of Frontenac receive the Corporate Services – Finance - 2015 Frontenac-Howe Islander Ferry Petition for Subsidy report;

And Further Council authorize the Clerk to petition the Ministry of Transportation for $762,243.

67 - 68 e) **2016-019**
Corporate Services
2015 Federal Gas Tax Allocation

Recommendation

Resolved That Council of the County of Frontenac accept the Corporate Services – 2015 Federal Gas Tax Distribution By-law report;

And Further That Bylaw 2015-047 be rescinded;

And Further That the Clerk be directed to bring forward a by-law to amend By-law 2015-0013 to authorize the additional distribution of Federal Gas Tax to the Townships in 2015.

69 - 72 f) **2016-031**
Corporate Services

Delegated Authority for Final Approval of Plan of Subdivision and Plan of Condominium

Recommendation

Resolved That the Council of the County of Frontenac receive the Land Use Planning - Delegated Authority for Final Approval of Plan of Subdivision and Plan of Condominium Applications report information;

And Further That Council pass a by-law authorizing the delegation of authority for Final Approval of Plans of Subdivision and Plans of Condominium to the Director of Planning and Economic Development;

73 - 85 g) **2016-020**
Corporate Services
Policy on the Delegation of Authority of Certain Powers and Duties under the *Municipal Act* and *Planning Act*

Recommendation

Resolved That the Council of the County of Frontenac receive the Corporate Services – Delegation of Authority By-law report;

And Further That the Clerk be authorized to bring forward a by-law later in the meeting to adopt a Delegation of Authority Policy and to authorize the delegation of certain powers and duties under the Municipal Act, 2001, the Planning Act and other Acts, attached to this report as Appendix A;

And Further That By-law 2007-0039 being a by-law to adopt a delegation of authority policy be hereby repealed.

86 - 121 h) **2016-021**
Corporate Services
One Fund Authorization

Recommendation

Resolved That the Council of the County of Frontenac receive the Corporate Services – One Fund Authorization report;

And Further That Council pass a By-law later in the meeting to authorize the Treasurer to enter into and execute the Agency Agreement, attached as Appendix A and any other necessary documents in connection with facilitating the Agency Agreement.

122 - 165 i) **2016-022**
Fairmount Home
2016-2019 Long-Term Care Home Service Accountability Agreement (L-SAA)

Recommendation

Resolved That Council of the County of Frontenac receive the Fairmount Home – 2016-2019 Long-Term Care Home Service Accountability Agreement report for information;

And Further That the Council of the County of Frontenac direct the Clerk to sign the 2016-2019 Long-Term Care Home Service Accountability Agreement and return to the Local Health Integration Network as required under the Local Health System Integration Act.

166 - 172 j) **2016-030**
Corporate Services
Administrative Office (Old House) – Space Review and Analysis

Recommendation

Resolved That the Council of the County of Frontenac accept the Administrative Office (Old House) – Space Review and Analysis Report;

And Further select Option(s) _____ and direct the Chief Administrative Officer to prepare a more detailed analysis including costs for future consideration by Council.

k) **Staff Briefing:** Mr. Joe Gallivan**,** Director of Planning and Economic Development, will provide Council with a briefing on the Frontenac County response to the Ontario Municipal Board (OMB) hearing regarding Johnston Point Draft Plan of Vacant Land Condominium – County File 10CD-2014-002

173 - 209 l) **2016-032**
Planning and Economic Development
Frontenac County response to the Ontario Municipal Board (OMB) hearing regarding Johnston Point Draft Plan of Vacant Land Condominium – County File 10CD-2014-002

Recommendation

Resolved That the Council of the County of Frontenac receive the Planning and Economic Development – Frontenac County response to the Ontario Municipal Board (OMB) hearing regarding Johnson Point Draft Plan of Vacant Land Condominium – County File 10CD-2014-002

And Further That Council endorse the approval of the Johnston Point residential development, including Draft Conditions of Approval and Zoning By-law Amendment as attached to this report as Appendix B and Appendix C;

And Further That staff be directed staff to retain legal counsel to prepare for and represent the County at the upcoming OMB hearing.

210 - 211 m) **2016-034**
Corporate Services
Office of the CAO - Big Data for Small Places - Grant Application

Recommendation

That the County of Frontenac support the application for a grant for the "Big Data for Small Places" project;

And Further that, if required act as the lead agency for the project, subject to adequate compensation being received for the staff time required to administer the grant.

212 - 259 n) **2016-035**
Planning and Economic Development
Willowbrook Estates Plan of Subdivision Final Approval– County File 10T-2013/001

Recommendation

Resolved That the Council of the County of Frontenac receive the Planning and Economic Development – Willowbrook Estates Plan of Subdivision Final Approval – County File 10T-2013/001 report;

And Further That the Council of the County of Frontenac grant Final Approval to the Willowbrook Estates Plan of Subdivision – County File 10T-2013/001;

And Finally That the Clerk be authorized to issue Final Approval and approve the plan for registration by executing the required documents.

260 - 278 o) **2016-036**
Planning & Economic Development
Hartington Plan of Subdivision – County File # 10T-2013/002

Recommendation

Resolved That the Council of the County of Frontenac direct staff to prepare a planning report for the Hartington Plan of Subdivision, County File # 10T-2013/002;

And Further That Council direct staff to deliver a report for the April 20, 2016 Council meeting in order for Council to provide the Ontario Municipal Board (OMB) with its position on the Hartington development prior to the Hearing

And Further That staff be directed to retain legal counsel to prepare for

and represent the County at the upcoming OMB hearing.

279 - 307 p) **2016-038**
Planning and Economic Development
Applewood Plan of Vacant Land Condominium Final Approval – County File 10T-2014/001

Recommendation

Resolved That the Council of the County of Frontenac receive the Planning and Economic Development – Applewood Plan of Vacant Land Condominium Final Approval – County File 10T-2014/001 report;

And Further That the Council of the County of Frontenac grant Final Approval to the Applewood Plan of Vacant Land Condominium – County File 10T-2014/001;

And Finally That the Clerk be authorized to issue Final Approval and approve the plan for registration by executing the required documents.

308 - 313 q) **2016-039**
Emergency Services
Lennox and Addington County - Denbigh Ambulance Base

Recommendation:

Whereas, the County of Lennox and Addington currently maintains a 12 hour Paramedic Station in Denbigh, Ontario that provides a valuable service to citizens and visitors to the region;

And Whereas, Lennox and Addington Council is considering closing the station and move resources to higher demand locations unless the Counties of Hastings, Renfrew and Frontenac assume a larger share of the cost of operating the Denbigh station citing cross border call volume;

And Whereas, the delivery of Paramedic Service in Ontario was established based upon a seamless network of service delivery to patients based upon the closest available resource;

And Whereas, the request from Lennox and Addington would represent a fundamental shift in the funding model for Paramedic Services in Ontario and set a precedent for future requests;
And Whereas the closure of the Denbigh station would put a strain on Paramedic resources in surrounding Counties;

Now Therefore _____ County Council hereby respectfully declines to financially support the Denbigh Paramedic Station in the

form currently contemplated by Lennox and Addington County Council;

And Further that collectively the Counties of Hastings, Renfrew and Frontenac offer to work with Lennox and Addington Council and staff to investigate alternative service delivery models that would meet their desire to contain costs and enhance service delivery, while maintaining services in the area currently serviced by the Denbigh Paramedic Station.

12. Information Reports from the Chief Administrative Officer

314 - 315 a) **2016-023**
Planning and Economic Development
K&P Trail Update

316 - 320 b) **2016-024**
Planning and Economic Development
Marysville Seniors Housing Project Update

321 - 419 c) **2016-025**
Emergency and Transportation Services
Community Paramedicine - Queen's University Research Project

420 - 439 d) **2016-026**
Fairmount Home
Fairmount Home - Quarterly Update Activity Report

440 - 453 e) **2016-027**
Corporate Services
Four Month Attendance Management Report Card

454 - 458 f) **2016-033**
Financial Services
2015 Remuneration and Reimbursement of Expenses to Council Members and Non-Council Appointees

459 - 461 g) **2016-037**
Planning and Economic Development
Dog Lake Plan of Condominium – County File # 10CD-2016/001

13. Reports from Council Liaison Appointees

a) Emergency and Transportation Services - Councillor Nossal

b) Long Term Care (Fairmount Home) - Councillor Inglis

c) Corporate Services - Councillor Dewey

d) Planning and Economic Development - Councillor McDougall

14. Reports from External Boards and Committees

a) Kingston Frontenac Library Board Update - Deputy Warden Vandewal

b) KFL&A Public Health Board Update - Councillor Doyle

c) RULAC, LSR and Other Updates

d) Algonquin Land Claim Update - Councillor Inglis

e) Frontenac County Youth Justice Advisory Committee Update - Councillor Nossal

f) Housing and Homelessness Committee Update - Councillor McDougall

462 g) Rideau Corridor Landscape Steering Committee Update - Councillor McDougall

h) Eastern Ontario Warden's Caucus Update - Warden & CAO

15. Reports from Advisory Committees of County Council

16. Return to Council

a) **That** Council revert from Committee of the Whole Council, to Council.

17. Adoption of the Report of the Committee of the Whole Council

a) **That** the report of the Committee of the Whole Council be adopted and that the necessary actions or by-laws be enacted.

18. Motions, Notice of Which has Been Given

a) **Resolution to support AMO/LAS Request for Broader Municipal Investment Powers**
[See Communications u)]

Moved by: Councillor Doyle
Seconded by: Councillor McDougall

Whereas municipalities are required to invest their reserves in accordance with the Municipal Act, 2001 and Ontario Regulation 438/97 (as amended), which specifically outlines allowable investments; and,

Whereas to ensure the sustainability and sound stewardship of the municipality's investments, the municipality is of the opinion that changes should be made to the *Municipal Act, 2001* and Ontario Regulation 438/97 (as amended), to allow for the prudent investment of reserves, if those investments are professionally managed and part of a broader investment strategy; and,

Whereas the Prudent Investor Standard is an industry accepted best practice in effectively managing a portfolio of investments, and the Standard applies to investments, not in isolation, but in the context of the portfolio of investments and as part of an overall strategy, that should incorporate acceptable risk and return objectives suitable to the stakeholders; and,

Whereas the Province is conferring “Prudent Investor” status on the City of Toronto to enable greater diversification in portfolio management; and,

Whereas the Association of Municipalities of Ontario (AMO), Local Authority Services (LAS), and the Municipal Finance Officers Association of Ontario (MFOA), have long requested that the Prudent Investor Standard apply to all municipal investments that are invested with The One Investment Program; and,

Whereas in 2005, municipalities were granted the ability to invest in longer-term corporate bonds and Canadian equity investments via only the One Investment Program, and the One Investment Program has demonstrated strong investment returns for municipalities within these ‘new’ investment sectors; and,

Whereas the institutional portfolio managers utilized by the One Investment Program recommend that the Prudent Investor Standard approach is a more appropriate approach to investing; and,

Whereas operating municipal investments under the Prudent Investor Standard is precluded by the *Municipal Act*, Eligible Investments, in its current form;

Therefore Be It Resolved That Council of the County of Frontenac support the request of AMO, LAS, and MFOA to amend Ontario Regulation 438/97 (as amended) of the *Municipal Act, 2001*, to allow municipalities to invest consistent with the Prudent Investor Standard, if such investments are through the One Investment Program.

19. Giving Notice of Motion

20. Communications

That Council consent to the following communications of interest to Council listed below be received and filed:

a) From KFL&A regarding the Food Security White Paper
[Distributed to Members of County Council on January 22, 2016]

b) From the Town of Goderich, an Invitation to the 63rd Annual Ontario Small Urban Municipal Conference
[Distributed to Members of County Council on January 22, 2016]

c) From the Rural Ontario Institute seeking municipal sponsorship
[Distributed to Members of County Council on January 22, 2016]

d) From Community Information Centre of Ottawa
[Distributed to Members of County Council on January 22, 2016]

e) From the EOWC advising of its 2016 Chair and Priorities
[Distributed to Members of County Council on January 22, 2016]

f) From Kelly Pender announcing the appointment of Dr Katherine Kilpatrick as the new Medical Director at Fairmount Home
[Distributed to Members of County Council on January 29, 2016]

g) KFL&A Public Health Board Minutes of Meeting held November 25, 2016
[Distributed to Members of County Council on January 29, 2016]

h) Kingston Frontenac Public Library Board Minutes of Meeting held December 16 2015
[Distributed to Members of County Council on January 29, 2016]

i) From Allan & Partners Regarding The Audit Planning Report for the Year Ending December 31st 2015
[Distributed to Members of County Council on February 5, 2016]

j) From AMCTO Announcing The Recipient of Certified Municipal Officer CMO Accreditation
[Distributed to Members of County Council on February 5, 2016]

k) From EOWC Welcoming Warden Smith
[Distributed to Members of County Council on February 5, 2016]

l) From Limestone District School Board Inviting a Councillor to be on the Board
[Distributed to Members of County Council on February 5, 2016]

m) From Northern Frontenac Community Services advising of Rural Summit Request for Proposal
[Distributed to Members of County Council on February 5, 2016]

n) From the Township of Wainfleet to the Honourable Kathleen Wynne regarding Resolution to Cancel RFP for Added Wind Power Generation
[Distributed to Members of County Council on February 5, 2016]

o) Unconfirmed Regular Council Minutes of Meeting held January 20, 2016
[Distributed to Members of County Council on February 5, 2016]

p) Unconfirmed Closed Council Minutes of Meeting held January 20, 2016
[Distributed to Members of County Council on February 5, 2016]

q) Memorandum from Marian VanBruinessen regarding 2016 Proposed Budget Timetable
[Distributed to Members of County Council on February 5, 2016]

r) From the Ministry of Agriculture Food and Rural Affairs regarding the 2016 Premiers Award for Agri-Food Innovation Excellence Program
[Distributed to Members of County Council on February 12, 2016]

s) Letter from Mark Gerretsen Thanking Council for congratulating him
[Distributed to Members of County Council on February 12, 2016]

t) Letter from the County of Lennox & Addington Regarding the Ambulance Service Review
[Distributed to Members of County Council on February 12, 2016]

u) From the Association of Municipalities of Ontario (AMO) requesting support for its request from the Province for broader municipal investment powers.
[Distributed to Members of County Council February 12, 2016]

v) From the Township of South Frontenac regarding resolution to County response for Closed meeting information.
[Distributed to Members of County Council February 12, 2016]

w) From Municipal Property Assessment Corporation (MPAC) regarding the 2016 Assessment Update
[Distributed to Members of County Council on February 19, 2016]

x) From the United Way requesting that May 1 to May 8 be Proclaimed United Way Success By 6 Week
[Distributed to Members of County Council on February 19, 2016]

y) RMFEO Introduction Presentation to ROMA Conference
[Distributed to Members of County Council on February 19, 2016]

z) RMFEO OPP Billing-small Rural Municipalities Presentation to the ROMA Conference
[Distributed to Members of County Council on February 19, 2016]

aa) From Chris Holmes of Concerned Citizens of Eastern Ontario requesting Council sign a petition regarding the Algonquin Land Claim
[Distributed to Members of County Council on February 26, 2016]

ab) From the Township of South Frontenac looking to acquire a portion of the K&P Trail, Harrowsmith
[Distributed to Members of County Council on February 26, 2016]

ac) From Tom Campbell, Royal Canadian Legion, Ontario Command requesting advertisement support for the Military Service Recognition Book
[Distributed to Members of County Council on February 26, 2016]

ad) Unconfirmed Minutes of the Community Development Advisory Committee meeting held January 6, 2016
[Distributed to Members of County Council on February 26, 2016]

ae) 2016-01 January 20 2016 KFLA Library Board Minutes
[Distributed to Members of County Council on March 4, 2016]

af) From Helen Bartsch, on behalf of concerned citizen group to SF Township and County Council opposing the Applewood Condominium Agreement
[Distributed to Members of County Council on March 4, 2016]

ag) From the Ministry of Municipal Affairs and Housing regarding Invitation to Regional Consultation Sessions
[Distributed to Members of County Council on March 4, 2016]

ah) From the Town of Amherstburg to Premier Wynne in Support of the Township of Wainfleet resolution the Request to cancel RFP on Wind Power
[Distributed to Members of County Council on March 4, 2016]

ai) From the Town of Minden Hills requesting MCSCC for review of OPP Billing Model
[Distributed to Members of County Council on March 4, 2016]

aj) From United Way Requesting Proclamation of National Volunteer Week
[Distributed to Members of County Council on March 11, 2016]

21. Other Business

a) **Appointment to the Seniors Housing Task Force**

That Councillor _____be appointed as the One (1) additional member of County Council;

22. Public Question Period

23. By-Laws – General By-laws and Confirmatory By-law

a) First and Second Reading

Resolved That leave be given the mover to introduce by-laws a) through i) that have been circulated to all Members of County Council and that by-laws a) through d) be read a first and second time.

b) Third Reading

Resolved That by-laws a) through i) be read a third time, signed, sealed

and finally passed.

By-Laws

Page		
463	a)	To amend By-Law 2014-0051 Appointments to External Boards and Committees (Proposed By-Law No. 2016-0005)
464 - 470	b)	To Establish a Delegation of Authority Policy and By-Law (Proposed By-Law No. 2016-0006)
471 - 472	c)	To Amend By-Law 2015-0013 - To Distribute Federal Gas Tax to the Township (Proposed By-Law No. 2016-0007)
473 - 474	d)	To Delegate the Warden as Head Pursuant to MFIPPA and Ombudsman Act (Proposed By-Law No. 2016-0008)
475 - 476	e)	To Authorize One Fund Agreement (Proposed By-Law No. 2016-0009)
477 - 478	f)	To Amend By-Law 2013-0020 (Closed Meeting Requirements) (Proposed By-Law No. 2016-0010)
479 - 480	g)	To amend By-Law 2013-0020 (Appointment to Seniors Housing Task Force) (Proposed By-Law No. 2016-0011)
481	h)	Delegation of Final Approval of Plans of Subdivision-Condominium (Proposed By-Law No. 2016-0012)
482 - 483	i)	To Confirm all Actions and Proceedings of Council (Proposed By-Law No. 2016-0013)

24. Adjournment

Minutes of the Regular Meeting of Council
January 20, 2016

A regular meeting of the Council of the County of Frontenac was held in the Kingston Frontenac Rotary Auditorium at the County Administrative Office, 2069 Battersea Road, Glenburnie on Wednesday, January 20, 2016 and was called to order at 9:06 a.m. Regular business commenced at 9:36 a.m.

There was a "Closed Meeting" of the Committee of the Whole from 9:06 a.m. to 9:28 a.m.

Present:	Warden Frances Smith, Deputy Warden Ron Vandewal, Councillors Ron Higgins, Denis Doyle, Natalie Nossal, Tom Dewey, John Inglis and John McDougall
Also Present:	**County:** Kelly Pender, Chief Administrative Officer Paul Charbonneau, Director of Emergency & Transportation Services/Chief of Frontenac Paramedic Services Joe Gallivan, Director of Planning and Economic Development Marian VanBruinessen, Director of Corporate Services/Treasurer Lisa Hirvi, Acting Administrator-Fairmount Home Jannette Amini, Manager of Legislative Services/Clerk Marco Smits, Communications Officer Anne Marie Young, Manager of Economic Development Reid Shepherd, Community Planner **Media:** Jeff Green, The Frontenac News, Elliot Ferguson, The Kingston Whig Standard and Craig Bakay, Frontenac EMC

1. Closed Session

Motion #: 1-16	Moved By:	Councillor McDougall
	Seconded By:	Deputy Warden Vandewal

Resolved That Council resolve itself into Committee of the Whole closed meeting as authorized under Section 239 of The Municipal Act, to consider:

1. Adoption of Closed Minutes of Meetings held December 16, 2015
2. Labour Relations or Employee Negotiations as it relates to the Labour Relations Strategy for OPSEU
3. Personal matters about an identifiable individual, including municipal or local board employees as it relates to the state of a current department within the Corporation

4. Labour Relations or employee negotiations, as it relates to the Wolfe Island Volunteers.

Carried

Motion #: 2-16 Moved By: Councillor Dewey
Seconded By: Councillor Nossal

Resolved That Council rise from Committee of the Whole closed session without reporting.

Carried

2. Approval of Addendum

Motion #: 3-16 Moved By: Councillor Inglis
Seconded By: Councillor McDougall

That the Addendum for the January 20, 2016 County Council meeting be approved.

Carried

3. Disclosure of Pecuniary Interest and General Nature Thereof

There were none declared.

4. Adoption of Minutes

a) Minutes of Meeting held December 16, 2015

Motion #: 4-16 Moved By: Deputy Warden Vandewal
Seconded By: Councillor Higgins

Resolved That the minutes of the regular Council meeting held December 16, 2015 be adopted.

Carried

5. Deputations and/or Presentations

6. Proclamations

7. Move into Committee of the Whole

Motion #: 5-16 Moved By: Councillor Doyle
Seconded By: Councillor Nossal

That Council adjourn and meet as Committee of the Whole Council, with the Deputy Warden in the Chair.

Carried

8. Briefings

a) **Mr. Kelly Pender**, Chief Administrative Officer, provided Council with his monthly CAO briefing.

9. Unfinished Business

10. Recommend Reports from the Chief Administrative Officer

a) **2016-003**
Corporate Services
2016 Vendor of Record List

Motion #: 6-16 Moved By: Councillor Dewey
Seconded By: Councillor McDougall

Resolved That County Council receive this Corporate Services – Finance- 2016 Vendor of Record List report;

And Further That Council approve the 2016 Vendor of Record List attached as Appendix A.

Carried

b) **2016-004**
Corporate Services
Investment Policy Revised

Motion #: 7-16 Moved By: Councillor Inglis
Seconded By: Councillor Higgins

Resolved That County Council receive this Corporate Services – Finance- Investment Policy Revised report;

And Further That the Clerk be directed to bring forward a by-law to establish an Investment Policy attached to this report as Appendix A;

And Further That By-law 2007-0031 be hereby repealed.

Carried

c) **2016-005**
Corporate Services
2016 Temporary Borrowing By-Law

Motion #: 8-16 Moved By: Warden Smith
Seconded By: Councillor Doyle

Resolved That the Council of the County of Frontenac accept the Corporate Services – Finance - 2016 Temporary Borrowing By-law report;

And Further That the Clerk be directed to introduce a by-law later in the meeting to authorize current borrowings from time to time during 2016.

Carried

d) **2016-006**
Corporate Services
2016 User Fees and Charges By-Law

Motion #: 9-16 Moved By: Councillor Nossal
Seconded By: Councillor Dewey

Resolved That County Council receive the Corporate Services – 2016 User Fees and Charges for Services By-law report;

And Further That By-law 2013-0010, being a By-law to Impose User Fees and Charges for Services, as amended be further amended by deleting Schedules A through F in their entirety and replacing with Schedules A through F attached to this report.

Carried

e) **2016-008**
Planning and Economic Development
Bridgen's Island Plan of Subdivision Final Approval – County File 10T-2008/001

Motion #: 10-16 Moved By: Councillor McDougall
Seconded By: Councillor Inglis

Resolved That the Council of the County of Frontenac receive the Planning – Bridgen's Island Plan of Subdivision Final Approval– County File 10T-2008/001 report;

And Further That the Council of the County of Frontenac grant final approval to the Planning – Bridgen's Island Plan of Subdivision Final Approval– County File 10T-2008/001

And Finally That the Clerk be authorized to issue final approval and approve the plan for registration by executing the required documents upon revision of the subdivision agreement by the Township to implement condition 13d).

Carried

f) **Staff Briefing:** Mr. Joe Gallivan, Director of Planning and Economic Development, briefed the Committee of the Whole with respect to Report 2016-007, Matias Willowbrook Estates Revised Plan of Subdivision – County File 10T-2013/001

g) **2016-007**
Planning and Economic Development
Matias Willowbrook Estates Revised Plan of Subdivision – County File 10T-2013/001

Motion #: 11-16 Moved By: Councillor Higgins
Seconded By: Councillor Doyle

Resolved That the Council of the County of Frontenac approve the revised conditions of draft plan approval for the property known as the Willowbrook Estates Subdivision located in the hamlet of Inverary, South Frontenac Township, County File #10T-2013/001; subject to the revised Conditions of Draft Approval contained in the County Planning & Economic Development report dated January 20, 2016, noted as Appendix B to this report;

And Further That these revised conditions supersede the previous conditions approved by County Council September 17, 2014;

And Finally That the Clerk be authorized to issue revised draft approval by signing the required documents and making any technical corrections to the conditions as needed.

Carried

h) **Staff Briefing:** Mr. Joe Gallivan, Director of Planning and Economic Development briefed the Committee of the Whole with respect to Report 2016-009, Johnson Point Draft Plan of Vacant Land Condominium – County File 10CD-2014-002 Direction to Prepare Planning Report

i) **2016-009**
Planning and Economic Development
Johnson Point Draft Plan of Vacant Land Condominium – County File 10CD-2014-002 Direction to Prepare Planning Report

Motion #: 12-16 Moved By: Warden Smith
Seconded By: Councillor Nossal

Resolved That the Council of the County of Frontenac direct staff to prepare a planning report for the Johnson Point vacant land condominium, County File #10CD-2014/002;

And Further That Council direct staff to deliver a report for the February 17, 2016 Council meeting in order for Council to provide the Ontario Municipal Board (OMB) with its position on the Johnson Point development prior to the Hearing scheduled for April 4, 2016;

And Further That Council request the Township of South Frontenac to provide the County with the most recent plan that was considered In Camera by Township Council

so that County planning staff may comment on a plan that will likely be presented to the OMB;

And Further That staff be directed to retain legal counsel to prepare for and represent the County at the upcoming OMB hearing.

Carried

Councillor McDougall exited the meeting at 11:01 a.m.

j) **2016-014**
Fairmount Home
Long Term Care Homes Accountability Planning Submission (LAPS) Report

Motion #: 13-16 Moved By: Councillor Dewey
Seconded By: Councillor Inglis

Resolved That the Council of the County of Frontenac receive the Fairmount Home – Long-Term Care Homes Accountability Planning Submission (LAPS) Report;

And Further That Council of the County of Frontenac approve the LAPS documents as appended to this report;

And Finally That the Council of the County of Frontenac authorize the Interim Administrator to submit the approved LAPS documents to the South East Local Health Integration Network.

Carried

11. Information Reports from the Chief Administrative Officer

a) **2016-010**
Corporate Services – Finance
Capital Asset Management Review

b) **2016-011**
Corporate Services
2016 Budget – Council Survey Results

c) **2016-012**
Corporate Services
County of Frontenac Accessibility Compliance Audit

12. Reports from Council Liaison Appointees

a) Emergency and Transportation Services - Councillor Nossal

Councillor Nossal provided an overview of the Emergency and Transportation Services Department liaison activities since the last Council meeting.

b) Long Term Care (Fairmount Home) - Councillor Inglis

Councillor Inglis provided an overview of Long Term Care (Fairmount Home) Department liaison activities since the last Council meeting.

c) Corporate Services - Councillor Dewey

Councillor Dewey provided an overview of the Corporate Services Department liaison activities since the last Council meeting.

d) Planning and Economic Development - Councillor McDougall

In the absence of Councillor McDougall, Ms. Young, Manager of Economic Development provided an overview of the RED application submitted by the County.

13. Reports from External Boards and Committees

a) Kingston Frontenac Library Board Update - Deputy Warden Vandewal

A meeting has taken place in Central Frontenac regarding the Parham Library and with public concerns over the closing of the Kingscourt Library, a Library Kiosk is now being considered inside the new school that is to be built on the Q.E.C.V.I. site.

b) KFL&A Public Health Board Update - Councillor Doyle

The next Board meeting is scheduled for next week; however members have been updated that the Rural Health Care budgets are being cut. There is also a Paper that suggests Health Units be part of the LHIN's. This week is "Butt out Week".

c) RULAC, LSR and Other Updates

These updates were covered in the CAO monthly briefing.

d) Algonquin Land Claim Update - Councillor Inglis

Nothing has been received from the Negotiators.

e) Frontenac County Youth Justice Advisory Committee Update - Councillor Nossal

There have been no meetings of this Committee.

f) Housing and Homelessness Committee Update - Councillor McDougall

There have been no meetings of this Committee.

g) Rideau Corridor Landscape Steering Committee Update - Councillor McDougall

No update.

h) Eastern Ontario Warden's Caucus Update - Warden & CAO

These updates were covered in the CAO monthly briefing.

14. Reports from Advisory Committees of County Council

15. Return to Council

Motion #: 14-16 Moved By: Councillor Inglis
Seconded By: Councillor Higgins

That Council revert from Committee of the Whole Council, to Council.

Carried

16. Adoption of the Report of the Committee of the Whole Council

Motion #: 15-16 Moved By: Deputy Warden Vandewal
Seconded By: Councillor Doyle

That the report of the Committee of the Whole Council be adopted and that the necessary actions or by-laws be enacted.

Carried

17. Motions, Notice of Which has Been Given

18. Giving Notice of Motion

19. Communications

That Council consent to the following communications of interest to Council listed below be received and filed:

a) From AMCTO thanking Susan Brant for her recent presentation and making a charitable donation on her behalf
[Distributed to Members of County Council on December 18, 2015]

b) From Patrick Brown and the Ontario PC Caucus wishing Council a Merry Christmas
[Distributed to Members of County Council on December 18, 2015]

c) From the Honourable Bob Chiarelli sending Christmas Best Wishes
[Distributed to Members of County Council on December 18, 2015]

d) From the Lieutenant Governor of Ontario Inviting Council to her New Year's Levee
[Distributed to Members of County Council on December 18, 2015]

e) From the Ministry of Municipal Affairs and Housing regarding the government's 2015 Budget commitment
[Distributed to Members of County Council on December 18, 2015]

f) From the Ministry of the Environment providing the Ministers Annual Report on Drinking Water
[Distributed to Members of County Council on December 18, 2015]

g) Kingston Frontenac Public Library Board Minutes of Meeting held November 25 2015
[Distributed to Members of County Council on December 18, 2015]

h) Unconfirmed Community Development Advisory Committee Minutes of Meeting held November 19, 2015
[Distributed to Members of County Council on December 18, 2015]

i) From City of Kingston Resolution with Respect to the Basic Income Guarantee
[Distributed to Members of County Council on December 31, 2015]

j) From the Ontario Ombudsman providing the Ombudsman's 2014-2015 Annual Report
[Distributed to Members of County Council on December 31, 2015]

k) From the Ontario Ombudsman regarding Materials relating to the Ontario Ombudsman's oversight of Municipalities
[Distributed to Members of County Council on December 31, 2015]

l) From the Township of North Dundas Wishing Council Merry Christmas & Happy New Year
[Distributed to Members of County Council on December 31, 2015]

m) From AMO providing AMO's 2016 Strategic Objectives
[Distributed to Members of County Council on January 8, 2016]

n) From the Ministry of the Environment providing its Annual Report on Drinking Water
[Distributed to Members of County Council on January 8, 2016]

o) From the Kingston & Area Ice Stock Club requesting support for its members who reside in the County competing in the World Championships

[Distributed to Members of County Council on January 8, 2016]

p) Invitation from the Ontario Ground Water Association to Expo 2016
[Distributed to Members of County Council on January 15, 2016]

q) From the County of Lennox & Addington congratulating Warden Smith on her appointment as Frontenac County Warden for 2016
[Distributed to Members of County Council January 15, 2016]

r) From Loving Spoonful regarding a Submission of Good Food, A Community Consultation and Plan
[Distributed to Members of County Council on January 15, 2015]

s) From the Ministry of Municipal Affairs and Housing providing a Notice of Decision of the County of Frontenac Official Plan
[Distributed to Members of County Council January 15, 2015]

20. Other Business

Councillor Dewey announced that the Heritage Festival in Sharbot Lake will be taking place from February 12 to February 15 and welcomed everyone to attend.

21. Public Question Period

22. By-Laws – General By-laws and Confirmatory By-law

a) First and Second Reading

Motion #: 16-16 Moved By: Councillor Dewey
Seconded By: Councillor Nossal

Resolved That leave be given the mover to introduce by-laws a) through d) that have been circulated to all Members of County Council and that by-laws a) through d) be read a first and second time.

Carried

b) Third Reading

Motion #: 17-16 Moved By: Councillor Nossal
Seconded By: Councillor Dewey

Resolved That by-laws a) through d) be read a third time, signed, sealed and finally passed.

Carried

By-Laws

a) To Adopt an Investment Policy
[Proposed By-Law No. 2016-0001]

b) To Amend By-law 2013-0010 (User Fees and Charges for Services)
[Proposed By-Law No. 2016-0002]

c) To Authorize Temporary Borrowing for 2016
[Proposed By-Law No. 2016-0003]

d) Confirmation of Actions and Proceedings
[Proposed By-Law No. 2015-0004]

23. Adjournment

Motion #: 18-16 Moved By: Councillor Inglis
Seconded By: Councillor Higgins

That the meeting hereby adjourn at 11:25 a.m.

Carried

Frances Smith, Warden

Jannette Amini, Clerk





Johnston Point Development

Loughborough Lake , South Frontenac Township



Johnston Point Development Issues

- Not Compliant with South Frontenac Township Official Plan (OP) and Provincial Policy Statement (PPS)
- Inadequate Environmental Impact Assessment (EIA)
  - Inconsistencies in the March 1, 2012 Severance EIA and the June 12, 2014 EIA for the Proposed Plan of Condominium
- Incorrect Assessment of Species at Risk Habitat (SAR)
- Unrealistic Mitigations

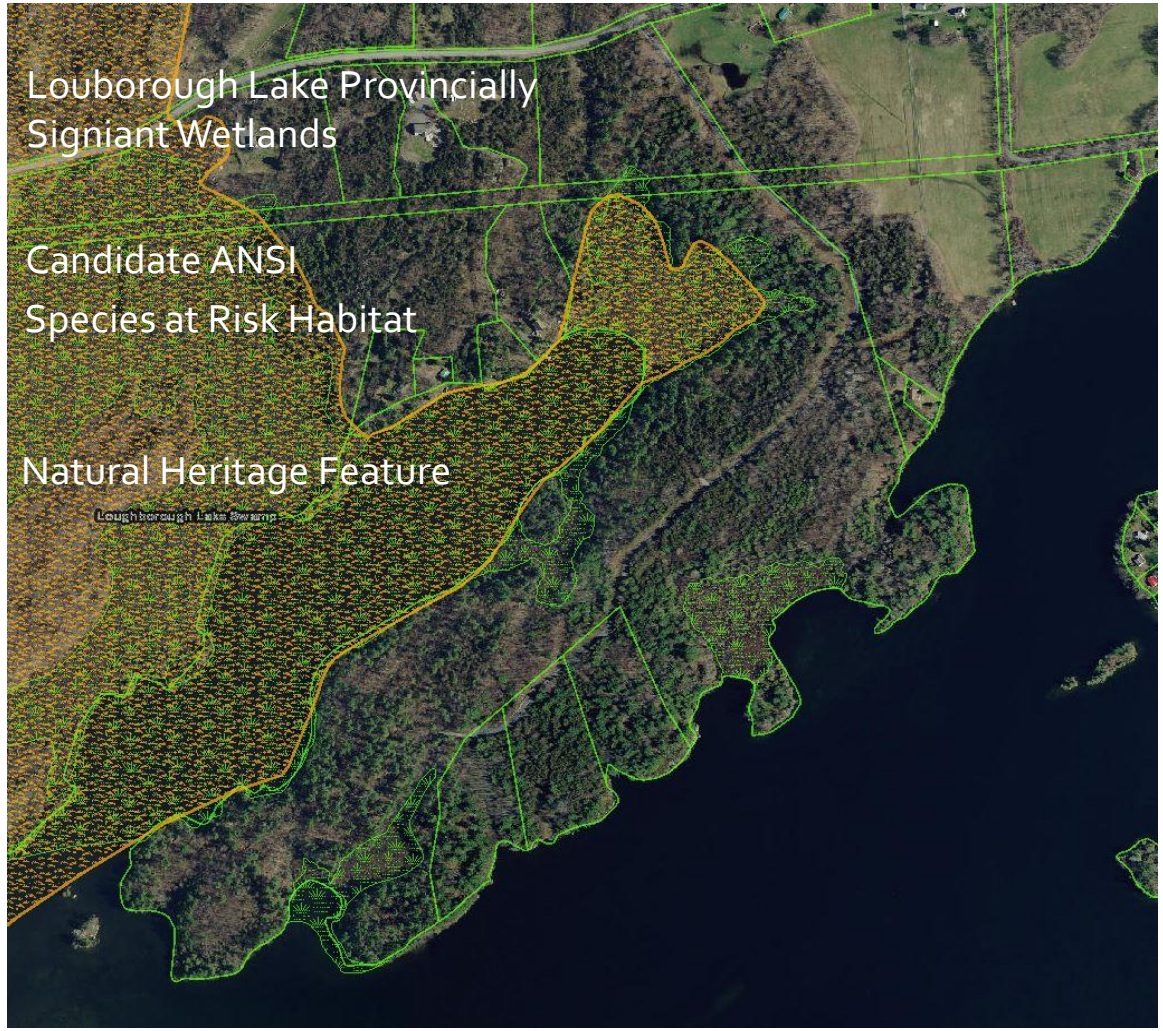
Provincial Policy Statement Violations

Development: means the creation of a new lot, a change in land use, or the construction of buildings and structures requiring approval under the *Planning Act*, but does not include:

a) activities that create or maintain *infrastructure* authorized under an environmental assessment process;
b) works subject to the *Drainage Act*; or
c) for the purposes of policy 2.1.4(a), underground or surface mining of *minerals* or advanced exploration on mining lands in *significant areas of mineral potential* in Ecoregion 5E, where advanced exploration has the same meaning as under the *Mining Act*. Instead, those matters shall be subject to policy 2.1.5(a). [PPS 2014 , Page 41]

2.1.8 *Development* and *site alteration* shall not be permitted on *adjacent lands* to the *natural heritage features and areas* identified in policies 2.1.4, 2.1.5, and 2.1.6 unless the *ecological function* of the *adjacent lands* has been evaluated and it has been **demonstrated that there will be no *negative impacts* on the natural features** or on their *ecological functions*.

[PPS 2014]



Not Compliant with South Frontenac Township Official Plan

- Contrary to SFT OP policy 5.7.4 shown opposite
- Proposed Development is not separated from the natural heritage features at all
- In fact 13 of the 15 newly proposed units are directly adjacent the Provincially Significant Wetland
- Incompatible adjoining land uses

5.7.4 Rural Residential Policies (excluding Limited Service Residential)

It is the general intent of this Plan that the majority of permanent non-agricultural residential development be encouraged to locate in the Township's Settlement Areas.

TOWNSHIP OF SOUTH FRONTENAC OFFICIAL PLAN

45

However, limited non-agricultural residential development may also be permitted within the Rural area so as to provide a variety of living accommodation for the residents of the Township. Subdivisions and severances to permit new residential uses shall be appropriately separated from incompatible agricultural areas, existing and proposed waste disposal, mineral extraction site and resource areas, natural heritage features and areas and natural hazards.

Inadequate Environmental Impact Assessment

- Incorrect assessment of Species at Risk (SAR) Habitat
- Did not include Consultation with Ministry of Natural Resources and Forestry
- Area of Natural and Scientific Interest Candidate not reported
- 30 year old OWES used in EIA when there was a 2014 OWES available
- McIntosh Perry Peer Review Concluded the EIA was inadequate (See Report July 28,2015)
- Hutchinson Environmental Sciences Ltd. Peer Review Quotation comments
  - EIA was “very thin for this type of development”
  - No assessment of the effects of drainage into the Provincially Significant Wetlands

Inconsistent Environmental Impact Assessments

- 2011 EIA for the initial severance recommended that no DEVELOPMENT take place in the areas shown in red

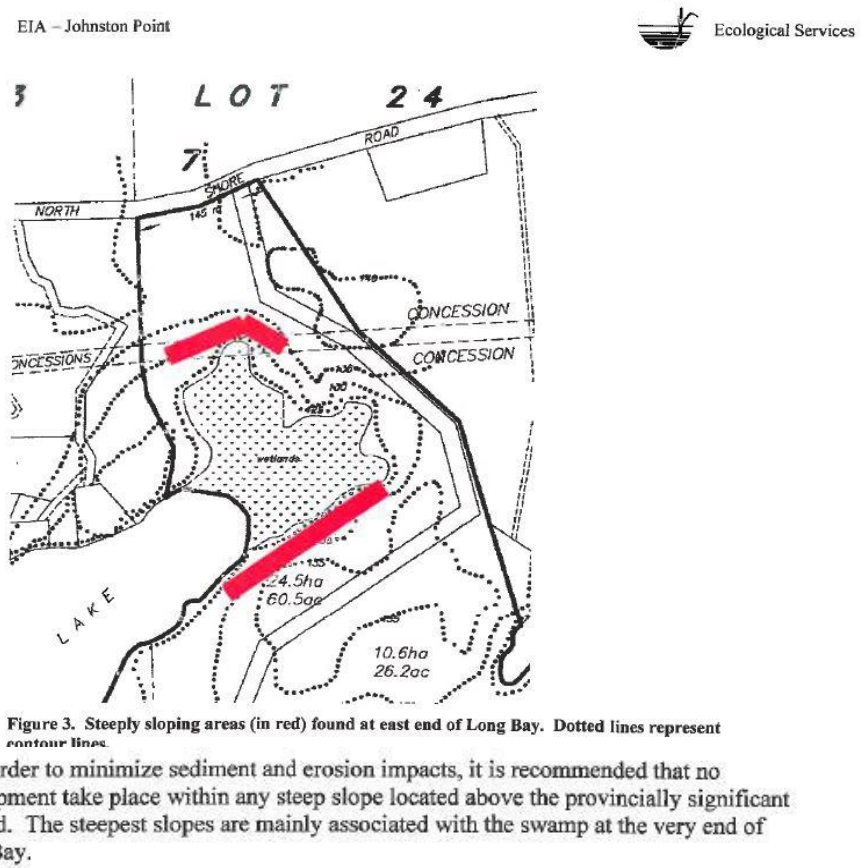
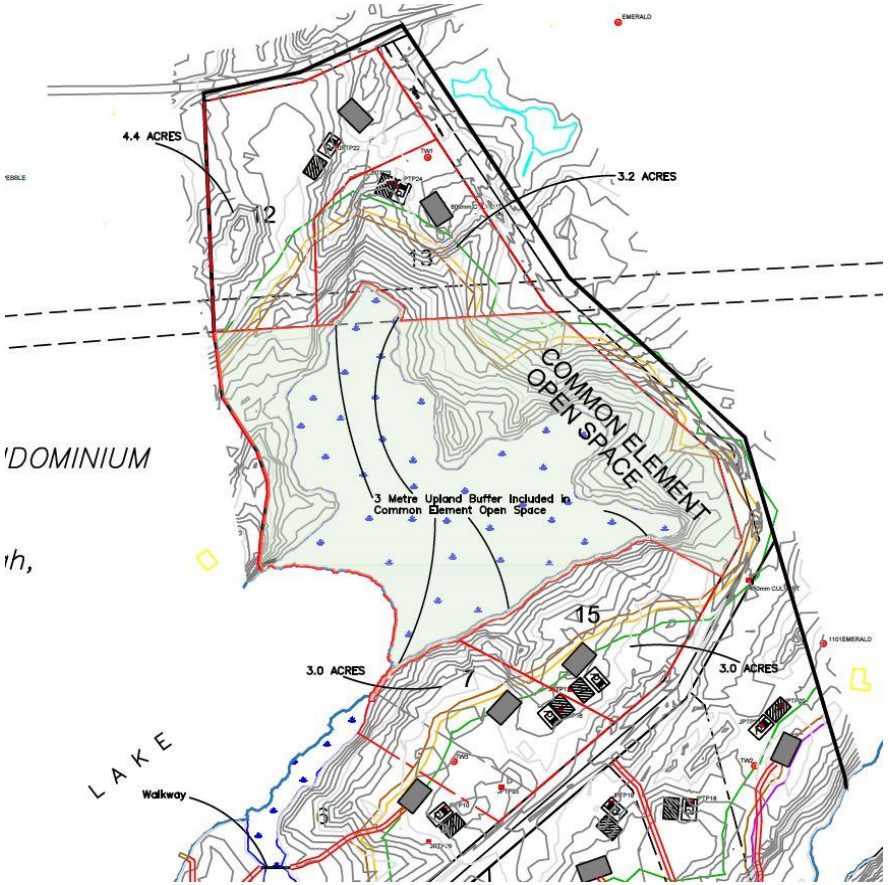


Figure 3. Steeply sloping areas (in red) found at east end of Long Bay. Dotted lines represent contour lines.

2. In order to minimize sediment and erosion impacts, it is recommended that no development take place within any steep slope located above the provincially significant wetland. The steepest slopes are mainly associated with the swamp at the very end of Long Bay.

- 2015 Draft Plan, 5 Units (12,13,15,7,6) and a Common Element are proposed to be created in this area



Incorrect Assessment of Species at Risk Habitat

- Blandings Turtle
- Gray Rat Snake
- Whippoorwill

In an email to SFT on 15th of Oct. 2016 the Ministry of Natural Resources and Forestry stated:

"After reviewing the Environmental Impact Assessment and peer review, we have determined that there are several species at risk as well as species at risk habitat know to occur in the area of the proposed condominium development "

"There is however a strong possibility that the proposed condominium development will impact species at risk and their habitat. **MNRF should be involved in the review of further documents and proposals for the condominium development** to determine if an authorisation under the *Endangered Species Act* is required."









Unrealistic Mitigations

There will be no negative impacts to the adjacent Natural Heritage features IF these mitigations are followed:

- No vegetation is removed within 30m of wetlands and waterbodies
- Fences are installed along access road
- Road and Drainage system is properly maintained by Condo Corp.
- Leaves are cleaned out of the roadside swales by the Condo Corp.
- Turtle Crossing and Education signs are placed on road
- Speed Limit Signs are posted on the Roads and in the Wetlands
- Docks are limited to 8m in length
- No vegetation is removed from around docks
- A land owner education program and environmental sensitivity information package is given to every owner of a Unit and passed on to subsequent owners
- Developer takes a weekend course on amphibians and reptiles……..

Closing Statement

- Any further development of Johnston Point will have negative impacts on the adjacent Provincially Significant Wetlands, and therefore we ask Council to oppose the Draft Plan at the upcoming OMB hearing so the entire parcel of Land remains zoned Rural.



Administrative Report

February 17, 2016

Subject to Change

COUNTY of Frontenac

Report 2016-02

Meeting Schedule

- February 8 and 10 – Lean Implementation Frontenac Team (LIFT) Team Days - Planning Applications and Work Order Software
- February 12 – Frontenac CAOs meeting
  - Fire Services Report, Treasurers – Shared Services, Library Board Policy By-law, Public Works Managers Report, Municipal Broadband RFP
- February 16 – Seniors Housing Task Force – South Frontenac Project
- February 16 – Emergency Management Meeting
- February 21 to 24 – EOWC meetings at the 2016 OGRA / ROMA Combined Conference, Toronto

COUNTY of Frontenac



Meeting Schedule

- March 3 – Frontenac CAO's Meeting
- March 7 – Frontenac Accessibility Advisory Committee
- March 16 – County Council
- March 17 – Community Development Advisory Committee Meeting
- March 18 – EOWC CAO's Planning Meeting



Activity

- Meeting re Denbigh Paramedic Station - February 2
- Ontario East Economic Development Day, Brockville – February 11
- Key Performance Indicators Workshop - February 18
- Tour of new Providence Care Hospital Redevelopment Site - March 11



Denbigh Base

- Lennox & Addington Council budget meeting re Paramedic Services – Feb 10
- Pending L&A budget, joint staff report (Hastings, Renfrew, Frontenac) to each Council in March



Legislative Update

Ontario Legislature resumed on Tuesday, February 16th

COUNTY of Frontenac



Planning Act Changes

What is the Planning Act?

The Planning Act sets out the ground rules for land use planning in Ontario and describes how land uses may be controlled, and who may control them.

The Act is legislation passed by your elected provincial representatives to:

- promote sustainable economic development in a healthy natural environment within a provincial policy framework
- provide for a land use planning system led by provincial policy
- integrate matters of provincial interest into provincial and municipal planning decisions by requiring that all decisions shall be consistent with the Provincial Policy Statement when decision-makers exercise planning authority or provide advice on planning matters
- provide for planning processes that are fair by making them open, accessible, timely and efficient
- encourage co-operation and coordination among various interests
- recognize the decision-making authority and accountability of municipal councils in planning

COUNTY of Frontenac

http://www.mah.gov.on.ca/Page1760.aspx



Planning Act Changes

- Requirement for a County Planning Advisory Committee (Bill 73)
  - Anticipate public meetings for Plans of Subdivision, Plans of Condominium, County OP updates/OPAs, regional planning issues
  - Will require public appointees
  - Procedural by-law changes
  - Subject of one of our Lean projects
  - Staff report this spring

COUNTY of Frontenac

http://www.mah.gov.on.ca/Page1760.aspx



Policy Updates

Municipalities Will Not Have Access to Land Transfer Tax: Minister of Municipal Affairs and Housing Ted McMeekin confirmed in December that municipalities in Ontario (with the exception of Toronto) will not be given the option of using a land transfer tax.

Ombudsman's Office Getting New Resources for Bill 8 Oversight: The Office of the Ontario Ombudsman is in the midst of a significant expansion of both budget and staff as it prepares for its new oversight responsibilities under Bill 8.

COUNTY of Frontenac



Information and Privacy Commissioner

IPC Rules Councillor's Email Official City Record

In a decision that may set a precedent for municipalities across the province, Ontario's Information and Privacy Commissioner (IPC) has ordered the release of a councillor's *personal* email account, something traditionally withheld under the *Municipal Freedom of Information and Protection of Privacy Act*. It ruled that the City of Oshawa must consider an email sent by a sitting councillor from her personal email address an official city record.



AMO Update

Provincial PTSD Strategy for First Responders

On February 2, 2016 the Minister of Labour, the Honourable Kevin Flynn, announced the government's prevention-focused strategy to address Post-Traumatic Stress Disorder (PTSD) for police, firefighters, and paramedics.

COUNTY of Frontenac



AMO Update

Provincial PTSD Strategy for First Responders

The government's preventative approach to PTSD reflects advice that AMO and municipal employers provided at the 2015 Minister's Summit on Work-Related Traumatic Mental Stress and after the Summit. Best practices, resources for municipal employers, and further scientific research are much needed to help prevent and reduce PTSD in the workplace. Helping workers return to work is also part of the need.

AMO will have an opportunity to seek additional information from the Minister on how the government's intent will be actioned. They are particularly interested in the reference to potential provincial legislation and what this may or may not mean for **Private Members' Bill 2** on this matter sponsored by Ms. Cheri DiNovo, MPP Parkdale-High Park.

COUNTY of Frontenac



2016 Ontario Budget
AMCTO Update

On Wednesday January 20th AMCTO President Chris Wray presented the Association's recommendations for the 2016 Ontario Budget before the Standing Committee on Finance and Economic Affairs during its hearings in Thunder Bay. AMCTO released its full 2016 Pre-Budget Submission. This submission is policy advice to the government on behalf of the local government professionals who manage local services and bear the responsibility for translating provincial direction and legislation into action.

http://amcto.informz.net/amcto/data/images/LEG/AMCTOPreBudgetReport6.pdf

COUNTY of Frontenac



2016 Ontario Budget
AMCTO Update

Within this submission, AMCTO recommends provincial action on the following items:

1. Take the lead on a regulatory approach to the sharing economy
2. Continue to invest in infrastructure
3. Modernize and streamline regulation and provincial reporting
4. Invest in capacity building and succession planning in rural, remote and northern municipalities
5. Give municipalities access to new revenue tools

COUNTY of Frontenac



Twitter Stats- January

Jan 2016 • 31 days

TWEET HIGHLIGHTS

JAN 2016 SUMMARY

Tweets	Tweet impressions
89	25.6K
Profile visits	**Mentions**
1,289	70
New followers	**Followers on JAN 31, 2016**
54	1,199

Top Tweet earned 1,249 impressions

Please share current snowmobile, xcountryski, snowshoe pics of Frontenac K&P trail with us @KPTRAIL @LARidgeRunners @thetraildotca @ontrails

View Tweet activity | View all Tweet activity

Top Follower followed by 5,084 people

Geodesign
@GeoDesignSummit FOLLOWS YOU

Design informed by geographic contexts, melding architecture, engineering, planning, public engagement, and science. Tweets by @mattartz and @geozenn.

View profile | View followers dashboard

Top mention earned 169 engagements

Frontenac Paramedics
@FPSParamedics · Jan 12

Please be careful out there. Battersea Rd. snow covered in front of @FrontenacCounty office 11am @YGKTraffic #ygk pic.twitter.com/ca1Ry3PmCV

View Tweet

Top media Tweet earned 573 impressions

Packed room at @CFKingstonArea Welcoming Syrian Refugees speaker series @Immigrate_Ktown #ygk #frontenaccounty pic.twitter.com/RdzOx2DFLT

View Tweet activity | View all Tweet activity

Jan 2016 • 31 days

TWEET HIGHLIGHTS

JAN 2016 SUMMARY

Tweets	Tweet impressions
93	148K
Profile visits	**Mentions**
6,512	100
New followers	**Followers on JAN 31, 2016**
241	1,073

Top Tweet earned 12.4K impressions

Frontenac #paramedics responded to stuck arborist 4pm Mid air assesment. collaboration between #ygk 1st responders pic.twitter.com/HOT6CxlyPu

View Tweet activity | View all Tweet activity

Top Follower followed by 7,431 people

Quick Med Claims
@QuickMedClaims1 FOLLOWS YOU

A National Leader in Emergency Medical Transportation Billing/Reimbursement for EMS and the Air Medical Industry. QMC Tweets EMS, Healthcare and Company News.

Top mention earned 758 engagements

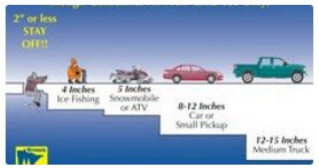
Make It Home YGK
@YGKTraffic · Jan 9

Bath Rd closed just east of Collins Bay Rd due to MVC. @kingstonpolice/@FPSParamedics/@KtownFire on scene. #ygk pic.twitter.com/KGbQjrHZHM

View Tweet

Top media Tweet earned 7,310 impressions

Frontenac paramedics attended scene. Reminder inconsistent temperatures make for unsafe ice twitter.com/OPP_ER/status/... pic.twitter.com/HUHLLtLgKK



View Tweet activity | View all Tweet activity

COUNTY of Frontenac

Staff Announcements

- Human Resources Manager

  Barbara McCulloch starts on February 22

- Fairmount Home Medical Director

  Dr. Katherine Kilpatrick starts on March 7

- Congratulations



Report 2016-015

Council Recommend Report

To: Warden and Council Members of the County of Frontenac

From: Kelly J. Pender, Chief Administrative Officer

Date of meeting: March 16, 2016

Re: Office of the CAO – The Mississippi Rideau Tay Rural Health Hub – Request for Representation

Recommendation

Resolved That Frances Smith be appointed to represent the County of Frontenac at the Mississippi Rideau Tay Rural Health Hub Organizing Committee for the period from April 1, 2016 to April 1, 2018 or until such time as the committee is replaced by a rural health hub management structure;

And Further That By-law 2014-0051, being a by-law to appoint Members of Council and Members of the Community to External Boards and Committees for the Term of Council be amended accordingly to reflect this appointment.

Background

On January 20, 2016, Warden Smith met with Richard Schooley to discuss the proposed Mississippi Rideau Tay Rural Health Hub. A copy of the *Draft* terms of references for the organizing committee are attached to this report Schedule 'A'.

Mr. Richard Schooley will appear as a delegation before Council to provide further background and answer questions regarding this initiative. Mr. Schooley is the current Chair of the Perth and Smiths Falls District Hospital, but this initiative is intended to be a community initiative.

Comment

While this proposed health hub is targeted at North and Central Frontenac, the health hub concept is a growing movement in Ontario and will likely have impacts on the balance of Frontenac County. Having a representative on the organizing committee and receiving regular input/updates will assist the County in helping us to achieve better integration of health services in our communities.

Of particular interest to County operations is the impact of aging in place strategies on demands for rural transportation and declining length of stay/acuity of residents in Fairmount Home.

Warden Smith is interested in representing the County for the two year term. As such the recommendation refers to the individual as a member of Frontenac County Council, rather than her current position as Warden.

Sustainability Implications

Access to rural healthcare is a quality of life issue for our citizens. This initiative will assist with our strategic objective of dealing with the aging tsunami.

Financial Implications

Attendance will be eligible for a per diem and mileage. The terms of reference state there will be monthly meetings, or at the call of the Chair.

Organizations, Departments and Individuals Consulted and/or Affected

Mr. Richard Schooley
Warden Frances Smith

The Mississippi Rideau Tay Rural Health Hub

Organizing Committee Terms of Reference

Mission:

To determine the utility, costs, benefits and willingness to establish a rural health hub covering the area served by the three hospitals and three community health centres in the Lanark, North Leeds & Grenville, Central and North Frontenac and rural Ottawa west; and if found to be appropriate, to establish the Mississippi Rideau Tay Rural Health Hub or alternatively, to formalize a process for intra-operational collaborative programming, resource access, development and utilization.

Objectives:

1. To build understanding and a shared perspective on the potential for a Rural Health Hub through consultation with health care providers and entities affecting social determinants of health within the area.
2. To carry out consultations and research to determine the utility and net benefits of a Rural Health Hub for the defined area.
3. To maintain full and open lines of communication with the South East LHIN, the Champlain LHIN and the Ministry of Health and Long Term Care.
4. To present and develop support for a business case evaluating the merits of establishing a Rural Health hub among all relevant local organizations.
5. If justified by the business case, to advocate for the establishment of a Rural Health Hub.
6. To undertake all work precedent to the establishment of a Rural Health Hub; or alternatively,
7. To formalize a Collaborative Governance process between contributing Health Service Providers to ensure the successful delivery of high quality health services for our community.

Committee Composition:

To succeed the ad hoc group that conducted the initial activities towards a rural health hub, up to 18 members, appointed at the pleasure of the appointing body, as follows:

- 2 by Lanark County Council
- 1 by Frontenac County Council
- 1 by Leeds and Grenville County Council
- 1 by the City of Ottawa
- 1 by the separated town of Smiths Falls
- Up to 12 members at large selected in consultation with the ad hoc group, the three hospitals and four community health centres

DRAFT

Officers: Chair, vice chair, secretary appointed by the members for terms as specified

Effective Date: Apr 1/16 - Apr 1/18 unless replaced by a rural health hub management structure

Meetings:

- Organizing Meeting – transfer of information from the ad hoc group
- Monthly meetings as needed, or at call of the chair
- Sub committees and work groups may be organized by the committee by majority decision and may meet as decided from time to time

Finances and Rules:

The committee will initially operate without a budget and on the consensus of members. It may choose to raise funds and pending incorporation, will utilize a trust account operated on its behalf by an entity approved by the committee. The committee may choose to incorporate and operate as a legal entity, and supplant these terms of reference with appropriate by-laws.

DRAFT

Report 2016-016

Recommend Report to Council

To: Warden and Members of County Council

From: Kelly Pender, Chief Administrative Officer

Prepared by: Jannette Amini, Manager of Legislative Services/Clerk

Date of meeting: March 16, 2016

Re: Corporate Services – Amendments to Section 239 of the *Municipal Act* - Amendments to Procedural By-law 2013-0020 regarding meetings closed to the public

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Recommendation

Resolved That the Council of the County of Frontenac receive the Corporate Services – Amendments to Section 239 of the *Municipal Act* - Amendments to Procedural By-law 2013-0020 regarding meetings closed to the public report;

And Further That Procedural By-law 2013-0020 as amended be further amended as follows:

That Section 6 – Meetings of Council, 6.6 be amended by deleting:

A Meeting shall be closed to the public if the subject matter relates to the consideration of a request under the *Municipal Freedom of Information and Protection of Privacy Act* if the Council is the head of the institution for the purposes of the *Act*.

And replacing with:

Other criteria

A meeting or part of a meeting shall be closed to the public if the subject matter being considered is,

(a) a request under the *Municipal Freedom of Information and Protection of Privacy Act*, if the council, board, commission or other body is the head of an institution for the purposes of that Act; or

(b) an ongoing investigation respecting the municipality, a local board or a municipally-controlled corporation by the Ombudsman appointed under the *Ombudsman Act*, an Ombudsman referred to in subsection 223.13 (1) of

the *Municipal Act*, or the investigator referred to in subsection 239.2 (1) of the *Municipal Act*.

Background

On January 1, 2016, the day named by proclamation of the Lieutenant Governor, Section 239, subsection (3) of the *Municipal Act, 2001* was repealed and the following substituted:

> **Other criteria**
>
> (3) A meeting or part of a meeting shall be closed to the public if the subject matter being considered is,
>
> (a) a request under the *Municipal Freedom of Information and Protection of Privacy Act*, if the council, board, commission or other body is the head of an institution for the purposes of that Act; or
>
> (b) an ongoing investigation respecting the municipality, a local board or a municipally-controlled corporation by the Ombudsman appointed under the *Ombudsman Act*, an Ombudsman referred to in subsection 223.13 (1) of this Act, or the investigator referred to in subsection 239.2 (1). 2014, c. 13, Sched. 9, s. 22.

Comment

Section 6.6 of the County of Frontenac Procedural By-law 2013-0020 sets out that all regular meetings and special meetings of Council shall be open to the public, except when the matter relates to certain subjects. These exceptions reflect those exceptions laid out in Section 239 of the *Municipal Act*.

Prior to the Proclamation of Bill 8, the *Municipal Act* permitted a municipal Council with the discretionary authority to close a meeting to the public for 8 specific reasons, those being:

a) The security of the property of the municipality or local board;
b) Personal matters about an identifiable individual, including municipal or local board employees;
c) A proposed or pending acquisition or disposition of land by the municipality or local board;
d) Labour relations or employee negotiations;
e) Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
f) Advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
g) A matter in respect of which a council, board, committee or other body may hold a closed Meeting under another Act;
h) The Meeting is held for the purposed of educating or training the members and at the Meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee;

However the Act mandated that a meeting be closed to the public when considering:

> subject matter that relates to the consideration of a request under the *Municipal Freedom of Information and Protection of Privacy Act* if the Council is the head of the institution for the purposes of the *Act*.

On January 1, 2016, an additional mandatory requirement for closing a meeting to the public was added, that being:

> an ongoing investigation respecting the municipality, a local board or a municipally-controlled corporation by the Ombudsman appointed under the Ombudsman Act, an Ombudsman referred to in subsection 223.13 (1) of this Act, or the investigator referred to in subsection 239.2 (1). 2014, c. 13, Sched. 9, s. 22.

It should be noted that pending Council approval of Report 2016-017, Designation of Head for the Purposes of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and the Ombudsman Act, clause (a) of the recommendation would not apply to the County of Frontenac; however staff are recommending to amend the County of Frontenac Procedural By-law 2013-0020 to accurately reflect the amendments made with respect to the mandatory closure requirement under the *Municipal Act, 2001*.

Sustainability Implications

Good governance is critical to the sustainability of a community. A Procedure By-law that provides the necessary framework to guide members of council fairly and courteously through meetings of council and committees aids good decision-making.

Financial Implications

There are no financial implications directly associated with the adoption of a revised procedure by-law.

Organizations, Departments and Individuals Consulted and/or Affected

Report 2016-017

Recommend Report to Council

To: Warden and Members of County Council

From: Kelly Pender, Chief Administrative Officer

Prepared by: Jannette Amini, Manager of Legislative Services/Clerk

Date of meeting: March 16, 2016

Re: Corporate Services – Designation of Head for the Purposes of the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and the Ombudsman Act

Recommendation

Resolved That the Council of the County of Frontenac receive the Corporate Services – Designation of Head for the Purposes of the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and the *Ombudsman Act* report;

And Further That the Warden of the County of Frontenac be designated as Head of the Municipality for the Purposes of the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and the *Ombudsman Act*;

And Further That the Warden be authorized to delegate the power or duty granted or vested in the head to the County Clerk, pursuant to Section 49(1) of the *Municipal Freedom of Information and Protection of Privacy Act*;

And Further That the Clerk be authorized to bring forward a by-law later in the meeting designating the Warden as Head of the *Municipality for the Purposes of the Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and the *Ombudsman Act*.

Background

Section 3 of MFIPPA sets out who is considered to be the Head of the municipality for the purposes of the Act.

On January 1, 2016 the Ombudsman Act was amended to expand the Acts jurisdiction to investigations in respect of public sector bodies. Various amendments were made to the Act in order to reflect this expanded jurisdiction. For the purposes of this report, Sections 1.1 to 1.3 were added to the Act which set out who is considered to be the head of public sector bodies that are not governmental organizations.

Comment

For the purposes of the *Municipal Freedom of Information and Protection of Privacy Act,* Section 3 of the Act states:

Designation of head

3. (1) The members of the council of a municipality may by by-law designate from among themselves an individual or a committee of the council to act as head of the municipality for the purposes of this Act. R.S.O. 1990, c. M.56, s. 3 (1); 2002, c. 17, Sched. F, Table.

Idem

(2) The members elected or appointed to the board, commission or other body that is an institution other than a municipality may designate in writing from among themselves an individual or a committee of the body to act as head of the institution for the purposes of this Act. R.S.O. 1990, c. M.56, s. 3 (2); 2002, c. 17, Sched. F, Table.

If no designation

(3) If no person is designated as head under this section, the head shall be,

(a) the council, in the case of a municipality; and

(b) the members elected or appointed to the board, commission or other body in the case of an institution other than a municipality. R.S.O. 1990, c. M.56, s. 3 (3); 2002, c. 17, Sched. F, Table.

Further to this, Section 49 states:

Delegation of head's powers

49. (1) A head may in writing delegate a power or duty granted or vested in the head to an officer or officers of the institution or another institution subject to such limitations, restrictions, conditions and requirements as the head may set out in the delegation. R.S.O. 1990, c. M.56, s. 49 (1); 2006, c. 34, Sched. C, s. 19.

The purpose of MFIPPA is to provide a right of access to information under the control of institutions in accordance with the principle that information should be available to the public. When requests for access to information are made by the public, it then becomes the responsibility of the Head and not the institution itself to determine if such records are in the institution's custody or control. If the records are not within the institution's custody or control, it is the Head's responsibility to make reasonable efforts to determine if the records are within another institution's custody or control and if so to forward or transfer the request. This must be done within 15 days of receiving the request. If it is found that the records are within the institution's custody or control, the Head then has 30 days to respond. If the records contain third party information, notices must be sent to the affected parties within that 30 day time period.

In the absence of a designated Head, and subsequently delegation to the Clerk, all such requests must go to Council (as the Head) and responses must be through formal resolutions as resolutions demonstrate a municipal council's intention to take a certain action. The delegation of power to an officer ensures that requests made under the Act

meet their stringent legislated response times to requests, along with meeting the required deadline for the municipality's annual report to the Information and Privacy Commissioner. As noted in Section 49(1) of MFIPPA, delegation may only be made to an officer or officers of the institution. As the secretariat to Council as well as the records keeper of the municipality, this function is typically delegated to the Clerk of the municipality; however a review of the County's By-laws had found that this delegation has never been done at the County. (The recommendation that Warden be designated as Head and that the Warden be authorized to delegate the power or duty granted or vested in the head to the County Clerk, have been incorporated into the proposed by-law to establish a Delegation of Authority Policy and to authorize the delegation of certain powers and duties under the Municipal Act, 2001, the Planning Act and other Acts for Council's consideration later in the meeting).

For the purposes of the *Ombudsman Act* Section 1.1 of the Act states:

Head of public sector body, municipal sector entity

Municipality

1.1 (1) For the purposes of this Act, the head of a public sector body that is a municipality is,

(a) a member of the council of the municipality, or a committee of the council, designated by by-law of the municipality as head; or

(b) if no member or committee is designated, the council. 2014, c. 13, Sched. 9, s. 2.

Unlike Section 49 of MFIPPA, the *Ombudsman Act* does not appear to have an express clause to delegate the "head" of the public sector body that is a municipal sector entity to staff.

The Act further states:

S.18(1) Before investigating any matter, the Ombudsman shall inform the **head of the public sector body** affected of his or her intention to make the investigation.

S.25(2) Before entering any premises under this section, the Ombudsman shall:

(a) Notify the **head of the public sector body**; and

(b) Provide the **head** a reasonable opportunity to give reasons why entry to the premises is not appropriate

As a result of these increased powers to the Ombudsman, staff are recommending that the Warden be designated Head of the municipality for the purposes of this Act should an investigation arise.

As stated by Acting Ombudsman Barbara Finlay during a Press Conference to deliver the Office's latest report, "The Ombudsman is an office of last resort. We are not here to replace local complaint mechanisms or accountability officers," she said. "In fact, all municipalities should have their own. We will be there to ensure local mechanisms operate fairly, follow best practices and are operating as intended. We will be able to

step in where local officers fail or simply cannot go, as well as tackle broader systemic issues, just as we do at the provincial level."

Sustainability Implications

Good governance is critical to the sustainability of a community and provides the necessary framework to guide members of council fairly and courteously through meetings of council and committees aids good decision-making.

Financial Implications

There are no financial implications directly associated with the adoption of a revised procedure by-law.

Organizations, Departments and Individuals Consulted and/or Affected

Marian VanBruinessen, Director of Corporate Services/Treasurer

Report 2016-018

Recommend Report

To: Warden and Council Members of the County of Frontenac

From: Kelly J. Pender, Chief Administrative Officer

Prepared by: Susan Brant, Deputy Treasurer

Date of meeting: March 16, 2017

Re: Corporate Services – Finance- 2015 Frontenac Howe Islander Petition for Subsidy

Recommendation

Resolved That the Council of the County of Frontenac receive the Corporate Services – Finance - 2015 Frontenac-Howe Islander Ferry Petition for Subsidy report;

And Further Council authorize the Clerk to petition the Ministry of Transportation for $762,243.

Background

The operating agreement with the Ministry of Transportation (MTO) for the Frontenac-Howe Islander Ferry came into effect in January 2004.

The terms of the agreement require the County of Frontenac to prepare and deliver a statement reconciling the actual operating costs and revenues for each calendar year by February 15th of the following year.

Comment

The financial information forwarded to MTO is presented in Appendix A to this report.

The contract with MTO authorizes the County to retain a reserve to which ticket and pass revenue over the 20% of expenditures can be allocated annually. The reserve balance cannot exceed 5% of the operating expenditures.

Sustainability Implications

The operation of the Frontenac-Howe Islander Ferry ensures the long term viability of the community on Howe Island.

Financial Implications

In accordance with the agreement, the Provincial subsidy totals $762,243 for 2015. This is calculated as 80% of the gross expenditure in 2015 of $951,690, plus prior year adjustment of $1,114.

Organizations, Departments and Individuals Consulted and/or Affected

Marine Services
Township of Frontenac Islands
Ministry of Transportation

Appendix A

Operating Costs	Eligible Expenditures
Salaries, Wages & Benefits	
Wages	674,360.50
Benefits	164,420.69
WSIB / EHT	47,492.42
Materials & Supplies:	
Repairs/Maintenance Supplies	24,257.39
Tickets	4,004.36
Fuel (Diesel)	384.57
Cables	
Services:	
Hydro	
Phone, Cell Phones	2,559.23
Insurance	7,131.79
Audit Fee	1,620.00
Legal Costs	
Sundry, Health & Safety	4,383.96
Machine Rental	
Mileage	2,414.04
Lease	
Subtotal **	**933,028.95**
Administration costs **	18,660.58
Total Operating Costs **	951,689.53
Prior year	1,113.71
80% of Eligible Operating Costs **	761,351.62
80% of Eligible prior year variance Ope	890.97
	762,242.59
Revenues:	
Ferry Passes	107,564.65
Ferry Fares	101,389.84
Other Revenue	
Total Revenues **	**208,954.49**
20% of Operating Costs **	190,337.91
Revenues in excess of 20%	
of operating costs **	18,616.59
FERRY REVENUE RESERVE:	
To Revenue Reserve 2015	18,616.59
Balance in Reserve	0.00
TOTAL FERRY RESERVE **	18,616.59
5%OF OPERATING COSTS **	47,584.48
Ferry Revenue Reserve	18,616.59
in excess of 5% of Operating **	0.00
Subsidy Payable:	
80% of Operating Costs **	761,351.62
Less:	
Revenues in excess of 20% of	
Operating Costs	0.00
Total Annual Subsidy	761,351.62
Prior year adjustment	890.97
TOTAL SUBSIDY PAYABLE -	**762,242.59**

Report 2016-019

Council Recommend Report

To: Warden and Council Members of the County of Frontenac

From: Kelly J. Pender, Chief Administrative Officer

Prepared by: Marian VanBruinessen, Director of Corporate Services/Treasurer

Date of meeting: March 16, 2016

Re: Corporate Services – 2015 Federal Gas Tax Allocation

Recommendation

Resolved That Council of the County of Frontenac accept the Corporate Services – 2015 Federal Gas Tax Distribution By-law report;

And Further That Bylaw 2015-047 be rescinded;

And Further That the Clerk be directed to bring forward a by-law to amend By-law 2015-0013 to authorize the additional distribution of Federal Gas Tax to the Townships in 2015.

Background

The County is bound by the terms and conditions of the Federal Gas Tax Agreement with the Association of Municipalities of Ontario (AMO).

In March 2015 Council authorized the distribution 2015 Federal Gas Tax funds to be received: $763,699, to be distributed to the Township by weighted assessment as follows.

2015 Federal Gas Tax Distribution		$763,699
Township of Frontenac Islands	9.91%	$75,719
Township of South Frontenac	57.78%	$441,296
Township of Central Frontenac	16.44%	$125,581
Township of North Frontenac	15.86%	$121,103

Comment

In addition, other Federal Gas Tax funds are forwarded to the Townships for Community Improvement Plans, Eco-tourism projects and Smaller Scale sustainability projects. As the total amounts of those distributions are not known until later in the year the Bylaw must be amended to address those additional transfers.

In November Council passed Bylaw 2015-0047 to authorize the additional distribution of Federal Gas Tax to the Townships. However since that time, additional invoices related to 2015 have been submitted by the Townships which require an allocation from the Federal Gas Tax Reserve. For that reason Bylaw 2015-0047 will be rescinded and replaced with a new Bylaw presenting the revised transfer amounts.

The amended bylaw should include the following transfers;

Central Frontenac:	$50,348.50 – Community Improvement Plan $6,848 – Support for Small Scale Community Sustainability Initiatives (septic inspections and signage)
Frontenac Islands:	$3,000 - Community Improvement Plan (General Wolfe) $15,000 – Support for Small Scale Community Sustainability Initiatives (Tourist Information Centre) $8848.50 – Eco-Tourism (Wolfe Island Canal Dock) $53,000 – Eco-Tourism (Wolfe Island Fuel Dispensing) $2419.82 – Community Improvement Plan (Marysville)
South Frontenac:	$500.00 – Small Events – (Tour De South Frontenac Cycle Fest) $13,455.89 – Small Scale Community Sustainability Initiatives
North Frontenac:	$13,174.38 – Eco Tourism – Installed Privies at various locations $20,046.72 – Eco Tourism – Arcal lighting system for Plevna helipad $245.81 – Community Improvement Plan – Ad in Frontenac News. $4713.45 – Small Scale Community Sustainability Initiatives – Mississagagon Boat Launch installed outhouse, signage, picnic tables and information board.

Sustainability Implications

Governance – appropriate stewardship of County resources.

Financial Implications

A transfer from the Federal Gas Tax Reserve to the Townships as identified in the bylaw is required.

Organizations, Departments and Individuals Consulted and/or Affected

Township Treasurers
Anne Marie Young, Manager of Economic Development

Report 2016-031

Recommend Report to Council

To: Warden and Members of County Council

From: Kelly J. Pender, Chief Administrative Officer

Prepared by: Joe Gallivan, Director of Planning and Economic Development
Jannette Amini, Manager of Legislative Services/Clerk

Date of meeting: March 16, 2016

Re: Planning and Economic Development – Delegated Authority for Final Approval of Plan of Subdivision and Plan of Condominium

Recommendation

Resolved That the Council of the County of Frontenac receive the Land Use Planning - Delegated Authority for Final Approval of Plan of Subdivision and Plan of Condominium Applications report information;

And Further That Council pass a by-law authorizing the delegation of authority for Final Approval of Plans of Subdivision and Plans of Condominium to the Director of Planning and Economic Development;

Background

Since August 2000, the County of Frontenac has been the approval authority for plans of subdivision and condominium applications in all four Townships. The plan of subdivision and plan of condominium application processes involves an extensive review of development proposals based on a number of factors including consistency with the Provincial Policy Statements, conformity with Township Official Plans and zoning, stormwater management, hydrogeology, servicing, transportation, the effect on the natural environment, accessibility, and emergency services. County planning staff process and review the application with input from the Township and a number of agencies. Staff then make recommendations for draft approval (or refusal) to County Council along with a number of conditions. County Council then makes a decision to issue or not issue draft approval with a number of conditions.

After receiving draft approval, the applicant will seek to fulfill each condition of draft approval through clearance letters from the Township and each of the agencies who requested a condition. Once a final plan is submitted in conformity with the approved draft plan and the conditions of approval have been or will be fulfilled, the applicant requests Final Approval from the County and Staff prepares a report to Council

recommending Final Approval under Section 51(58) of the *Planning Act*. After receiving Final Approval the applicant may tender the plan for registration and sell the newly created lots.

Comment

The issue of delegating Final Approval has arisen as a result of applications which faced potential delays based on the timing of Council meetings. It should be noted that once Council issues Draft Plan of Subdivision/Condominium, this is a legally binding document and once conditions of the Draft Approval have been met, Final Approval cannot be denied by the County. As such, the Final Approval stage of the planning approvals process is administrative in nature and implements a decision Council has made previously through issuing draft approval to the applicant after a comprehensive review. Applicants may have submitted the paperwork showing all conditions have been cleared, but must still wait until the next scheduled Council meeting for this to be confirmed by Council. In order to streamline the planning approvals process it is proposed that the authority for Final Approval be delegated to the Director of Planning and Economic Development.

Staff surveyed a number of other Eastern Ontario Counties and all municipalities surveyed had delegated the authority for Final Approval to staff, including Peterborough County, Renfrew, Hastings, SD&G, Prescott-Russell, and Leeds and Grenville. Recommendations for Refusal are still taken to Council or the applicable land division committee.

It should be noted that every proposed plan of subdivision or condominium would continue to go through the extensive and public draft plan approvals process, and this draft plan approvals process would continue to be under the direct authority of Council.

Delegating authority for the Final Approval stage of the development approvals process will make the process more efficient and reduce delays to applicants for what are mainly administrative tasks. If any issues arise during the Final Approvals process, an applicant would still be able to refer the decision to Council. Council would also have the ability to lift delegated authority if desired, and any report recommending Refusal would continue to remain under the direct authority of County Council.

Under this recommendation, the applicant could request to take the application before Council if there was a disagreement regarding whether all conditions had been cleared, and any reports recommending Refusal would be referred to County Council for the decision. Requests to change conditions and requests to extend lapsing provisions would also continue to be brought before Council. Further to this, any member of Council bring forward a Notice of Motion requesting that Final Approval for a specific plan of subdivision/condominium be referred to Council. Any Final Approval to be considered by Council would be considered through a report by the Director providing advice and direction to Council with respect to the status of the draft conditions.

Sustainability Implications

One of the key focus areas of Directions for Our Future, the County's Sustainability Plan, is 'Land Use Planning and Management'. From a sustainability perspective, this involves an approach that ensures a clean and healthy environment, a strong economy, and long term viability. Streamlining the planning approvals process will reduce costs and delays for applicants developing subdivisions and condominium developments in the County.

Financial Implications

There are no financial implications associated with this report.

Organizations, Departments and Individuals Consulted and/or Affected

By-Law No. 2016-0012

of

The Corporation of the County of Frontenac

A by-law to delegate certain powers and duties under the Planning Act to the Director of Planning and Economic Development

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Whereas Section 23.1 of the Municipal Act, S.O. 2001, as amended, and Section 51.2(1) of the Planning Act, R.S.O. 1990, Chapter P.13, permit certain limited legislative and administrative matters to be delegated to one or more members of Council, a Council Committee or a municipal officer, employee or agent;

And Whereas the Council of the County of Frontenac deems it appropriate to extend the approval authority to the staff for routine and minor types of development applications in order to streamline Council meetings, expedite planning approvals and separating administrative decisions from policy;

And Whereas the Council of the County of Frontenac adopted By-law 2016-0006, being a being a by-law to establish a Delegation of Authority Policy and to authorize the delegation of certain powers and duties under the Municipal Act, 2001, the Planning Act and other Acts on February 17, 2016;

And Whereas the Council of the County of Frontenac deems it appropriate to amend By-law 2016-006;

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

1. **That** the Director of Planning be delegated the authority to authorize Final Approval of Plans of Subdivision and Plans of Condominium;

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

Read a first and second time this 16th day of March, 2016.

Read a third time and finally passed this 16th day of March, 2016.

The Corporation of the County of Frontenac

Frances Smith, Warden

Jannette Amini, Clerk

Report 2016-020

Recommend Report to Council

To: Warden and Members of County Council

From: Kelly J. Pender, Chief Administrative Officer

Prepared by: Jannette Amini, Manager of Legislative Services/Clerk

Date of meeting: March 16, 2016

Re: Corporate Services – Policy on the Delegation of Authority of certain Powers and Duties under the *Municipal Act* and *Planning Act*

Recommendation

Resolved That the Council of the County of Frontenac receive the Corporate Services – Delegation of Authority By-law report;

And Further That the Clerk be authorized to bring forward a by-law later in the meeting to adopt a Delegation of Authority Policy and to authorize the delegation of certain powers and duties under the Municipal Act, 2001, the Planning Act and other Acts, attached to this report as Appendix A;

And further That By-law 2007-0039 being a by-law to adopt a delegation of authority policy be hereby repealed.

Background

As identified in the Legislative Services Business Plan under Major Policy Review, a review of the County's Delegated Authority By-law and requirement for Policy (By-law 2007-0039) was to be reviewed. This review was prompted by as a result of Bill 8 which came into force January 1, 2016.

Comment

Section 23.1 of the *Municipal Act* and Section 51.2(1) of the *Planning Act* permit certain limited legislative and administrative matters to be delegated to one or more members of Council, a Council Committee or a municipal officer, employee or agent.

Section 270 (1) 6 of the *Municipal Act* requires that a municipality adopt and maintain a policy with respect to the delegation of its powers and duties.

On November 21, 2007, County Council passed By-law 2007-0039, being a by-law to adopt a Delegation of Authority policy. The Policy sets out the requirements around delegating authority as well as the responsibilities of those whom authority has been delegated to. A copy of By-law 2007-0039 is attached to this report as Appendix B.

After a comprehensive review by staff of the existing Delegation of Authority Policy and in an effort to streamline and provide for more efficiency within the process, for Council's consideration, the following is a summary of proposed changes to be incorporated into a new Delegation of Authority Policy and By-law:

1. Schedule B has been added to the By-law which outlines all delegations of authority that have been approved by Council. Any future delegation will require a report to Council and a by-law to amend the new Delegation of Authority Policy and By-law, Schedule B. By incorporating a Schedule B into the new Delegation of Authority By-law, it allows all delegations of authority approved by Council to be contained in one location. Currently, they are in separate by-laws which make tracking and amendments difficult. Since the adoption of the Delegation of Authority Policy, there have been four (4) separate by-laws passed to delegate some matter of authority to staff; however these are no longer in effect.

2. **Section 3 – Policy Statement**

   A paragraph has been added to outline in simple language the intent of the policy which states, "This policy provides guidance regarding the scope of powers and duties that Council may delegate under its legislative and administrative authority and establishes principles governing such delegation."

3. **Section 4 – County Strategic Priorities**

   The first paragraph regarding the County's mission has been deleted and replaced with the County's current mission and vision statement.

   The three (3) Strategic Directions have been deleted and replaced with Council's three (3) Strategic Goals.

4. **Section 5 – Policy Requirements**

   - (i) has been amended to include, "and as set out in Schedule B and reviewed every term of Council." This incorporates the addition of Schedule B as noted above. It also now mandates that the Policy be reviewed during each term of Council which provides for greater accountability and transparency by staff to its elected body.

   - A new (ii) has been added to state, "All delegation of powers and duties may be revoked at any time without notice unless the delegation by-law specifically limits the municipality's power to revoke the delegation." This additional is pursuant to Section 23(2) of the *Municipal Act*.

- A new (iii) has been added to state, “No delegation pf powers and duties shall exceed the term of Council.” This addition is pursuant to Section 23(2) of the *Municipal Act* which states: “A delegation shall not limit the right to revoke the delegation beyond the term of the council which made the delegation”. Staff will bring forward a report each January of a new Council term to seek Council approval to continue with the current Delegations of Authority found in Schedule B until such time that Council conducts a comprehensive review of the Policy as noted in the first bullet.

- (iv) which states, “Unless a power, duty, or function of Council has been expressly delegated by by-law, all of the powers, duties and functions of Council remain with Council” has been removed as this is already mandated in the *Municipal Act* and as such, holds no purpose or authority in the policy.

5. **Section 6 – Description of Delegation**

   A paragraph has been added which states, ” Delegated Authority where dollar limits are specified do not form part of this By-law and may be found in the County’s Procurement Policy.” Delegated spending authority and dollar amounts are found under Appendix B of By-law 2013-0011, to adopt a Procurement Policy as required under the *Municipal Act*.

5. **Section 7 – Delegation Under the Planning Act**

   This new section incorporates the addition of the Delegated Authority to the Director of Planning for Final Approval of Plans of Subdivision/Condominium.

6. **Section 8 – Monitoring/Contravention**

   This section has been added for accountability and transparency purposes which places the responsibility on the Chief Administrative Officer to monitor those who been provided with delegated authority under this policy. If concerns are raised, the Chief Administrative Officer shall report to Council, and may make recommendations, up to and including that Council revoke such delegation.

Sustainability Implications

Good governance is critical to the sustainability of a community and provides the necessary framework to guide members of council fairly and courteously through meetings of council and committees aids good decision-making.

Financial Implications

There are no financial implications directly associated with the adoption of a revised procedure by-law.

Organizations, Departments and Individuals Consulted and/or Affected

Joe Gallivan, Director of Planning and Economic Development
Marian VanBruinessen, Director of Corporate Services/Treasurer
Susan Brant, Deputy Treasurer

By-Law No. 2016-0006

of

The Corporation of the County of Frontenac

A by-law to establish a Delegation of Authority Policy and to authorize the delegation of certain powers and duties under the Municipal Act, 2001, the Planning Act and other Acts

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Whereas the Council of the Corporation of the County of Frontenac has previously delegated authority to officers and employees of the Corporation in a number of areas through by-law and/or Council Resolution, in accordance with prevailing legislation;

And Whereas section 23.1 of the *Municipal Act, 2001,* S.O.2001,c. 25 confirms that a municipality has authority to delegate its powers and duties, subject to certain restrictions;

And Whereas section 51.2(1) of the *Planning Act* R.S.O. 1990 c. P.13 as amended authorizes the delegation of authority of all or any part of the authority to approve plans of subdivision to a committee of council or to an appointed officer identified in the by-law by name or position occupied and this authority is extended to approval of plans of condominium pursuant to subsection 9(2) of the *Condominium Act, 1998* S.O. 1998 c. 19, as amended;

And Whereas Section 270(1) of the *Municipal Act* provides that the County shall adopt and maintain a policy with respect to the delegation of its powers and duties;

And Whereas the Council of the Corporation of the County of Frontenac considers it appropriate to consolidate all existing delegation of authority into one by-law;

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

1. **That** the County of Frontenac Delegation of Authority Policy shall be as detailed in Schedule “A” attached hereto and forming part of this by-law;

2. **That** the delegation of certain powers and duties under the Municipal Act, 2001, the Planning Act and other Acts to certain officers and employees of the County of Frontenac shall be in accordance with Schedule “B” attached hereto and forming part of this by-law;

3. **That** By-law No. 2007-0039 be hereby repealed;

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

Read a first and second time this 16th day of March, 2016.

Read a third time and finally passed this 16th day of March, 2016.

The Corporation of the County of Frontenac

Frances Smith, Warden

Jannette Amini, Clerk

Schedule "A" to By-law No. 2016-0006

Delegation of Authority Policy

1. Purpose/ Application

The *Municipal Act, 2001, as amended,* (the Act) requires that all municipalities adopt and maintain a policy with respect to the delegation of Council's legislative and administrative authority. The purpose of this policy is to set out the scope of the powers and duties which Council may delegate its legislative and administrative authority and to establish principles governing such delegation. This policy has been developed in accordance with the *Act* in order to comply with its other applicable sections, including Section 270. This policy applies to all committees of Council, departments and staff.

2. Definition(s):

a. Legislative Powers – Includes all matters where Council acts in a legislative or quasi judicial function including enacting by-laws, setting policies, and exercising decision making authority.

b. Administrative Powers – Includes all matters required for the management of the corporation which do not involve discretionary decision making.

3. Policy Statement

The Council of the County of Frontenac as a duly elected municipal government is directly accountable to its constituents for its legislative decision making, policies, and administrative functions. Council's decisions are generally expressed by by-law or resolution of Council carried by a majority vote. The efficient management of the municipal corporation and the need to respond to issues in a timely fashion require Council to entrust certain powers and duties to committees and staff while concurrently maintaining accountability, which can be effectively accomplished through the delegation of legislative and administrative functions. Council authority will be delegated within the context set out in the *Act* and will respect the applicable restrictions outlined in the *Act*.

This policy provides guidance regarding the scope of powers and duties that Council may delegate under its legislative and administrative authority and establishes principles governing such delegation.

4. County Strategic Priorities

The County of Frontenac's mission is the effective, efficient and sustainable delivery of services to citizens.

The County of Frontenac is recognized for its unique pristine natural environment and lifestyle choices and commitment to - and promotion of - strong, resilient, diverse, rural communities.

The County of Frontenac's Corporate Offices are expected to face and respond to social, environmental and economic challenges, while practicing fiscal accountability, reflecting community values, and being mindful of future generations.

Strategic Goal #1	Meeting the Aging Tsunami Challenge for Frontenac Seniors
Strategic Goal #2	Meet the emerging "post landfill" Solid Waste Management challenge for Frontenac residents
Strategic Goal #3	Respect for the taxpayer and focused economic development

5. Policy Requirements

County Council supports the delegation of powers and duties to provide efficient management of municipal operations and respond to matters in a timely fashion according to the following principles:

(i) All delegations of Council powers, duties or functions shall be by by-law and in accordance with the rules outlined in Section 23.1 of the Act and set out in Schedule B and reviewed every term of Council.

(ii) All delegation of powers and duties may be revoked at any time without notice.

(iii) No delegation of powers and duties shall exceed the term of Council.

(iv) A delegation of a power, duty or function under any by-law to any member of staff includes a delegation to a person who is appointed by the CAO or selected from time to time by the delegate to act in the capacity of the delegate in the delegate's absence.

(v) Legislative matters may be delegated by Council where they are minor in nature or where Council has explicitly provided for the terms and conditions under which the powers shall be exercised, and must take into account the limitations set out in the *Act*.

(vi) Council has not deemed it necessary to authorize the delegation through this policy of any specific legislative matters not already delegated by by-law.

(vii) Administrative Matters may generally be delegated to staff subject to the conditions set out in the delegation and in this policy, and must take into account the limitations set out in the Act.

(viii) Council has not deemed it necessary to authorize the delegation through this policy of any specific administrative matters not already delegated by by-law.

County staff are responsible for adhering to the parameters of this policy and for ensuring appropriate application of delegated authority. In exercising any delegated power, the delegate shall ensure the following:

- Any expenditure related to the matter shall have been provided for in the current year's budget (or authorized by the procurement policy by-law);
- The scope of the delegated authority shall not be exceeded by the delegate;
- Where required by the specific delegated authority, reports shall be submitted to Council advising of the exercise of a delegated power and confirming compliance with the delegated authority and this policy;
- All policies regarding insurance and risk management shall be complied with; and
- Delegates shall ensure the consistent and equitable application of Council policies and guidelines.

6. Description of Delegation

Council delegates the powers and duties and restrictions thereto as set out in Schedule "B" to this By-law to those officers and employees listed in Schedule "B".

(a) Where this By-law has delegated authority to the Chief Administrative Officer and an Acting Chief Administrative Officer has been appointed by Council in the absence of the Chief Administrative Officer, the Acting Chief may exercise the delegated authority;

(b) Should any position identified in this by-law with a delegated authority, other than that of a Chief Administrative Officer, no longer exist in the corporation, then the Chief Administrative Officer described as responsible for the delegated authority may in writing designate another position to assume the delegated authority.

Where the exercise of a delegated authority requires the expenditure of money, funding for the expenditure shall be included in an approved budget and all relevant requirements of Procurement Policy By-law 2013-0011, as amended or any successor Procurement Policy shall be followed.

All relevant by-laws and policies of The Corporation of the County of Frontenac shall apply to the exercise of delegated authority authorized by this By-law.

Delegated Authority where dollar limits are specified do not form part of this By-law and may be found in the County's Procurement Policy.

Unless otherwise specified, all delegated authority listed in Schedules "B" and exercised shall be reported on an annual basis to County Council, for information, by the Chief Administrative Officer described as responsible for the delegated authority.

7. Monitoring/contraventions

The Chief Administrative Officer shall be responsible for receiving complaints and/or concerns related to this policy. Upon receipt of a complaint and/or concern, the Chief Administrative Officer shall notify City Council, where Council may revoke such delegation.

Schedule B to By-law 2016-0006

Delegated Authority

Officer or Position	Description of Delegated Authority
Warden	Head of the Municipality for the Purposes of the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and the *Ombudsman Act*
Clerk	Delegated the power or duty granted or vested in the head pursuant to Section 49(1) of the *Municipal Freedom of Information and Protection of Privacy Act*;

BY-LAW NO. 2007-0039

of

THE CORPORATION OF THE COUNTY OF FRONTENAC

Being a by-law to adopt a delegation of authority policy

WHEREAS Section 23.1 of the *Municipal Act, 2001, as amended* (the *Act*) provides that without limiting sections 9, 10 and 11 of the *Act*, those sections authorize a municipality to delegate its powers and duties under this or any other *Act* to a person or body subject to the restrictions set out in this Part;

AND WHEREAS Section 270(1) of the Act provides that the County shall adopt and maintain policy with respect to the delegation of its powers and duties;

NOW THEREFORE the Council of the Corporation of the County of Frontenac hereby enacts as follows:

1. That the County of Frontenac Delegation of Authority Policy shall be as detailed in Schedule "A" to this by-law attached hereto.

2. That Schedule "A" shall form part of this by-law.

3. That this by-law shall come into force and take effect on January 1, 2008.

READ A FIRST AND SECOND TIME this 21st day of November, 2007.

READ A THIRD TIME, SIGNED, SEALED AND FINALLY PASSED this 21st day of November, 2007.

The Corporation of the County of Frontenac

Ron Maguire, Warden

K. Elizabeth Savill, Clerk

Schedule "A" to By-law No. 2007-0039

Delegation of Authority Policy

1. Purpose/ Application

The *Municipal Act, 2001, as amended,* (the Act) requires that all municipalities adopt and maintain a policy with respect to the delegation of Council's legislative and administrative authority. The purpose of this policy is to set out the scope of the powers and duties which Council may delegate its legislative and administrative authority and to establish principles governing such delegation. This policy has been developed in accordance with the *Act* in order to comply with its other applicable sections, including Section 270. This policy applies to all committees of Council, departments and staff.

2. Definition(s):

a. **Legislative Powers** – Includes all matters where Council acts in a legislative or quasi judicial function including enacting by-laws, setting policies, and exercising decision making authority.

b. **Administrative Powers** – Includes all matters required for the management of the corporation which do not involve discretionary decision making.

3. Policy Statement

The Council of the County of Frontenac as a duly elected municipal government is directly accountable to its constituents for its legislative decision making, policies, and administrative functions. Council's decisions are generally expressed by by-law or resolution of Council carried by a majority vote. The efficient management of the municipal corporation and the need to respond to issues in a timely fashion require Council to entrust certain powers and duties to committees and staff while concurrently maintaining accountability, which can be effectively accomplished through the delegation of legislative and administrative functions. Council authority will be delegated within the context set out in the *Act* and will respect the applicable restrictions outlined in the *Act*.

4. Corporate Strategic Direction

The mission of the County of Frontenac's Corporate Offices is to enhance the quality of life and quality of place for all citizens of the County by delivering excellent services and, with our partners, building the capacity of the community to respond to a rapidly changing environment.

The County of Frontenac's Corporate Offices are expected to face and respond to social, environmental and economic challenges, while practicing fiscal accountability, reflecting community values, and being mindful of future generations.

Strategic Direction #1 – Build Capacity
Strategic Direction #2 – Facilitate Opportunities
Strategic Direction #3 – Deliver Exceptional Services

5. Policy Requirements

(i) All delegations of Council powers, duties or functions shall be by by-law and in accordance with the rules outlined in Section 23.1 of the *Act*.

(ii) Unless a power, duty, or function of Council has been expressly delegated by by-law, all of the powers, duties and functions of Council remain with Council.

(iii) A delegation of a power, duty or function under any by-law to any member of staff includes a delegation to a person who is appointed by the CAO or selected from time to time by the delegate to act in the capacity of the delegate in the delegate's absence.

(iv) Subject to Section 3, a person to whom a power, duty or function has been delegated by by-law has no authority to further delegate to another person any power, duty or function that has been delegated, unless such sub-delegation is expressly permitted.

(v) Legislative matters may be delegated by Council where they are minor in nature or where Council has explicitly provided for the terms and conditions under which the powers shall be exercised, and must take into account the limitations set out in the *Act*.

(vi) Council has not deemed it necessary to authorize the delegation through this policy of any specific legislative matters not already delegated by by-law.

(vii) Administrative Matters may generally be delegated to staff subject to the conditions set out in the delegation and in this policy, and must take into account the limitations set out in the Act.

(viii) Council has not deemed it necessary to authorize the delegation through this policy of any specific administrative matters not already delegated by by-law.

In exercising any delegated power, the delegate shall ensure the following:

- Any expenditure related to the matter shall have been provided for in the current year's budget (or authorized by the procurement policy by-law);
- The scope of the delegated authority shall not be exceeded by the delegate;
- Where required by the specific delegated authority, reports shall be submitted to Council advising of the exercise of a delegated power and confirming compliance with the delegated authority and this policy;
- All policies regarding insurance and risk management shall be complied with; and
- Delegates shall ensure the consistent and equitable application of Council policies and guidelines.

Report 2016-021

Recommend Report

To: Warden and Council Members of the County of Frontenac

From: Kelly J. Pender, Chief Administrative Officer

Prepared by: Marian VanBruinessen, Director of Corporate Services/Treasurer

Date of meeting: March 16, 2017

Re: Corporate Services – Finance – One Fund Authorization

Recommendation

Whereas the Municipal act provides that the power of a municipality to invest money includes the power to enter into an agreement with any other municipality, school board, college, university, hospital or such other person or classes of them as may be prescribed by regulation for the joint investment of money by those parties or their agents;

Resolved That the Council of the County of Frontenac receive the Corporate Services – One Fund Authorization report;

And Further That Council pass a By-law later in the meeting to authorize the Treasurer to enter into and execute the Agency Agreement, attached as Appendix A and any other necessary documents in connection with facilitating the Agency Agreement.

Background

Amendments made to the *Municipal Act* in 1992 allow Ontario municipalities to participate in joint municipal investment strategies. These amendments permitted municipalities to pool their investments in order to gain the opportunity to earn higher returns through access to larger, diversified, high-quality investment portfolios.

Local Authority Services -LAS (an affiliate of the Association of Municipalities of Ontario) and the CHUMS Financing Corporation (a subsidiary of the Municipal Finance Officers' Association of Ontario) both established investment pools in response to the 1992 amendments. In 1995, LAS and CHUMS combined their efforts to create a single professionally-managed investment program known as *ONE - The Public Sector Group*

of Funds (commonly referred to as the “One Funds”). One historically offered a Money Market Portfolio and a Bond Portfolio, but an Equity Portfolio was added in 2007 and a Corporate Bond Portfolio in 2008.

The Corporate Bond and Equity portfolios were launched as a result of 2005 amendments to the Municipal Act Eligible Investment Regulation (O. Reg. 438/97) allowing municipalities to invest in Canadian equities and longer term Canadian corporate bonds. The regulation however offered access to these investment types only through The One Investment Program. Throughout 2006, One worked with a diverse committee of municipal investment practitioners to develop investment policies and operating guidelines for both the Equity and Corporate Bond Portfolios, and to select professional managers for the two new portfolios.

In February 2010 the Program was renamed “The One Investment Program”. The program has continued to grow in recent years and now also welcomes investment from organizations within the broader Ontario public sector. Investors from the broader public sector include conservation authorities and municipal services boards, but the program is also available to hospitals and other segments of the MUSH sector.

In 2015, The One Investment Program also launched a High Interest Savings Account (HISA) option with a Schedule 1 Canadian bank, that is fully liquid, and where all municipal investments are CDIC insured. The HISA provides a tiered competitive rate of return for municipal deposits premised on the collective investment power of the municipal sector.

Local co-mingled (pooled) government investments are not a new idea, with many having been established in jurisdictions across Canada and the United States. They have proven to be highly successful and popular investment and cash management tools for municipalities. Participation in such pools is, in fact, recognized as a recommended practice for achieving portfolio diversification and liquidity by the Government Finance Officers Association of the United States and Canada.

Since 1995, The One Investment Program has successfully met the needs of Ontario municipalities by providing safe and high-quality investment opportunities. Asset levels in One at the end of 2015 investment balances are approximately $740M range. The Program provides professional investment services to more than 105 organizations, and performance has been competitive against other permitted alternative investments for Ontario municipalities.

All One Portfolios are governed by formal investment guidelines requiring that monies be invested only in instruments allowed under the *Municipal Act*, with additional restrictions being established by the guidelines. All Portfolio Guidelines are available for review on The One Investment Program website: www.oneinvestmentprogram.ca.

One currently utilizes the professional investment services of MFS Investment Services for our Money Market, Bond, and Corporate Bond Portfolios, and Guardian Capital LP for our Equity Portfolio. Both organizations have billions in assets under management and have a long track record of managing large multi-customer investment pools.

The investment guidelines and manager activities for each investment portfolio are monitored by One staff, an independent third-party investment consultant, as well as the One Advisory Committee, which is comprised primarily of senior public sector officials appointed by LAS and CHUMS. In addition, the program also receives periodic oversight from the MFOA/CHUMS and LAS Board of Directors, comprised of municipal finance professionals and municipal administrators and elected officials, respectively.

There is no requirement for municipalities to invest for a specified period in The One Investment Program; money can be invested, withdrawn or transferred at any time, although each of the Portfolios has been established with a certain investment duration in mind. If investment/redemption instructions are provided by 4:00 p.m. on any banking day, the funds are deposited or withdrawn, as the case may be on, the next banking day. The minimum transaction amount is $5,000 for any Portfolio. There are no penalties or fees for deposit or withdrawal at any time.

As an added value, investors also have password protected access to their account balances through a secure portion of the One website. Portfolio balances and unit pricing are updated daily for each investor and account.

Investment fees for all invested monies are calculated on a daily basis based on the total balance held in the account, and all performance figures provided by One are always posted net of fees. Current One Investment Program annual fees are lower than any other available public sector investment pool, as follows:

- Money Market - 19 Basis Points
- Bond - 40 Basis Points
- Universe Corporate Bond - 45 Basis Points
- Equity - 60 Basis Points
- HISA - 10 basis points

For the fees paid, each investor receives numerous benefits, including but not limited to:

- Professional money management
- Reduced risk through diversification and regular investment oversight
- Flexibility & liquidity of investments
- Accounting & performance reporting
- Legal costs for program related issues
- Regulatory compliance guarantee
- Lower brokerage costs

The Council of the County of Frontenac amended its Investment Policy on January 20, 2015. The policy acknowledges the One Fund.

Comment

The Investment policy benchmark indicates that the portfolio should obtain a market average rate of return throughout budgetary and economic cycles that is commensurate with the investment risk constraints and cash flow needs of the municipality. Market yields should be higher than the rate given by the County's bank for the various bank accounts.

Sustainability Implications

Governance – Financial planning must be linked to the goals of the County's Directions for Our Future, and must also be utilized to appropriately allocate resources in line with Council's strategic priorities.

Financial Implications

Organizations, Departments and Individuals Consulted and/or Affected

AMENDED AND RESTATED AGENCY AGREEMENT

Dated as of March 1, 2010

Between

AGENT

and

ELIGIBLE INVESTORS

TABLE OF CONTENTS

SECTION 1 - INTERPRETATION 1
1.01 Definitions. 1
(a) ***Agent*** 1
(b) ***Agreement*** 1
(c) ***Banking Day*** 1
(d) ***CHUMS*** 1
(e) ***Custodian*** 2
(f) ***Eligible Investor*** 2
(g) ***Investment Account*** 2
(h) ***Investment Counsel*** 2
(i) ***Investment Mandate*** 2
(j) ***Investment Mandate Schedule*** 2
(k) ***Investment Program*** 2
(l) ***Investment Program Agreements*** 2
(m) ***Investment Program Committee*** 2
(n) ***Investor*** 2
(o) ***LAS*** 2
(p) ***Municipal Act*** 2
(q) ***Payment Servicer*** 3
(r) ***Recordkeeper*** 3
(s) ***Valuator*** 3
1.02 **Governing Law** 3
1.03 **Headings and Table of Contents.** 3
1.04 **Number and Gender** 3
1.05 **Severability** 3
SECTION 2 - AGENT 3
2.01 **Appointment of Agent, etc.** 3
2.02 **Investment Program Committee** 3
2.03 **Resignation of Agent** 4
2.04 **Automatic Termination of CHUMS or LAS as Agent** 4
2.05 **Successors** 5
2.06 **Termination of Agreement** 5
2.07 **Obligations survive** 5
2.08 **No rights to assets** 5
SECTION 3 - INVESTORS 5
3.01 **Becoming an Investor** 5
3.02 **No obligation to invest** 6
3.03 **Ceasing to be an Investor.** 6
3.04 **Representations and Warranties of Investor** 6
3.05 **Limitation on liability** 6
3.06 **Addition of parties to this Agreement** 7
3.07 **List of Investors and Investor information** 7
SECTION 4 - THE CUSTODIAN, PAYMENT SERVICER, VALUATOR, RECORDKEEPER AND INVESTMENT COUNSEL 7
4.01 **Authority** 7
4.02 **Custodian** 7

4.03 **Payment Servicer** 7
4.04 **Valuator.** 7
4.05 **Recordkeeper.** 7
4.06 **Investment Counsel.** 7
(a) **Registration** 7
(b) **Insurance** 7
SECTION 5 - THE INVESTMENT MANDATES 8
5.01 **Investment Mandates** 8
5.02 **Investment policy** 8
5.03 **Fees and expenses** 8
5.04 **Amendments** 8
5.05 **Investment and withdrawal of funds** 8
5.06 **Income on investments** 8
5.07 **Default in payment** 9
5.08 **Wind-up of an Investment Mandate by Agent** 9
SECTION 6 - GENERAL 9
6.01 **Notice** 9
(a) **Address for notices** 9
(b) **Effective date** 10
6.02 **No partnership or deemed agency** 10
6.03 **No fiduciary duties.** 10
6.04 **No assignment.** 10
6.05 **Further action** 10
6.06 **Benefit** 10
6.07 **Attornment** 10
6.08 **Counterparts** 10

AMENDED AND RESTATED AGENCY AGREEMENT

This agreement dated as of March 1, 2010 is between

CHUMS FINANCING CORPORATION and
LOCAL AUTHORITY SERVICES
as Agent

and

ELIGIBLE INVESTORS

RECITALS

A. In 1999, CHUMS and LAS combined their efforts to act as agent for municipalities in connection with the investment of municipal and public sector funds in Ontario under an investment program now known as "The One Investment Program".

B. Pursuant to an Agency Agreement dated as of May 31, 1999, as amended (the "Original Agreement") various Investors appointed CHUMS and LAS as their agent for making such investments.

FOR VALUE RECEIVED, the parties agree that the Original Agreement is amended and restated as follows:

SECTION 1 - INTERPRETATION

1.01 Definitions. In this Agreement,

a) ***Agent*** means both CHUMS and LAS acting together and any successor agent or agents appointed under Section 2.05 or CHUMS or LAS if it is a remaining entity under Section 2.03 or 2.04;

b) ***Agreement*** means this amended and restated agency agreement, any Investment Mandate Schedules and any other schedules attached to this agreement from time to time as the agreement, the Investment Mandate Schedules or any of the other schedules may be added, amended, deleted, supplemented, restated, renewed or replaced from time to time;

c) ***Banking Day*** means a day on which the Payment Servicer and the Custodian are open for business in Toronto, Ontario, other than a Saturday or a Sunday or a statutory holiday in Toronto, Ontario;

d) ***CHUMS*** means CHUMS Financing Corporation and its successors;

e) ***Custodian*** at any time means a financial institution which at such time has been approved by the Agent to provide custodial and other custody related services in connection with the Investment Program;

f) ***Eligible Investor*** means, in respect of the Investment Program, a municipality, college, hospital, school board, or university, as defined under the *Municipal Act* or such other persons or classes of persons as may be prescribed under the *Municipal Act*, with which an Ontario municipality is permitted to enter into an agreement for the joint investment of money;

g) ***Investment Account*** means with respect to an Investor an account maintained in the records of the Recordkeeper evidencing the Investor's percentage ownership interest in the investments made in accordance with an Investment Mandate;

h) ***Investment Counsel*** means at any time one or more professional investment management firms registered in Ontario as portfolio managers, which at such time has been approved by the Agent to provide investment management services for an Investment Mandate;

i) ***Investment Mandate*** means an investment mandate comprising the Investment Program as more particularly described in the relevant Investment Mandate Schedule;

j) ***Investment Mandate Schedule*** means a schedule to this Agreement, as added, amended, deleted, supplemented, restated, renewed or replaced from time to time, describing a particular Investment Mandate including the objectives, eligible investments and such other information as the Agent considers necessary or desirable;

k) ***Investment Program*** means an arrangement for joint investment carried on under the program name of "The One Municipal Investment Program" arranged by the Agent for use by the Investors;

l) ***Investment Program Agreements*** means the agreements entered into, from time to time, by the Agent, as agent for the Investors, with the Custodian, the Payment Servicer, Valuator, Recordkeeper, Investment Counsel and such other persons as the Agent considers appropriate for the purpose of carrying out the objectives of the Investment Program and each Investment Mandate within the Investment Program;

m) ***Investment Program Committee*** means the committee described in Section 2.02;

n) ***Investor*** means an Eligible Investor which has received a duly executed notice from the Recordkeeper under Section 3.01(c) advising the Eligible Investor that it is an Investor and of its account number(s) and authorization code(s) and which has not ceased to be an Investor under Section 2.06 or Section 3.03;

o) ***LAS*** means Local Authority Services and its successors;

p) ***Municipal Act*** means the *Municipal Act*, R.S.O. 1990, c. M.45, as amended from time to time.

q) ***Payment Servicer*** means at any time a Canadian financial institution which at such time has been approved by the Agent to facilitate the transfer of assets of an Investor between an Investor's financial institution and an Investor's Investment Account;

r) ***Recordkeeper*** means at any time an entity approved by the Agent from time to time to provide recordkeeping services in respect of the Investment Program including receiving and implementing Investor instructions, keeping records of Investor holdings and providing monthly reporting to Investors.

s) ***Valuator*** means at any time an entity approved by the Agent from time to time to provide valuation services in respect of the Investors' Investment Accounts.

1.02 **Governing Law.** This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

1.03 **Headings and Table of Contents.** The division of this Agreement into sections, subsections, paragraphs, subparagraphs, clauses and schedules, the insertion of headings and the provision of a table of contents are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

1.04 **Number and Gender.** Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.05 **Severability.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Agreement.

SECTION 2 - AGENT

2.01 **Appointment of Agent, etc.** Each Investor irrevocably appoints and authorizes the Agent to take all action as an agent on its behalf and to exercise all powers and rights and to perform all duties and to enable Investors to invest money in accordance with the terms of this Agreement and the Investment Program Agreements together with all powers reasonably incidental thereto. In addition to the foregoing, each Investor agrees that CHUMS and LAS may enter into such agreements and arrangements and do all such things, whether as principal or agent, as may be necessary or desirable to facilitate payments for investments, maintenance of investments in respect of Investment Mandates and withdrawals from Investment Accounts.

2.02 **Investment Program Committee.** Each Investor authorizes the Agent to appoint from time to time an Investment Program Committee and, subject to any provision in this Agreement, to delegate to the Investment Program Committee any or all of the powers, rights and responsibilities of the Agent for the Investment Program under this Agreement. Subject to Sections 2.03 and 2.04, CHUMS and LAS shall each appoint an equal number of members. Each member must be a senior officer who is employed by an Ontario municipality, college, hospital, school board or university or another person agreed to by each of CHUMS and LAS.

2.03 **Resignation of Agent.** If either CHUMS or LAS becomes unwilling to continue to participate as Agent, the remaining entity shall continue as Agent and shall be responsible for the appointment of all of the members of the Investment Program Committee. The Agent may resign as agent at any time by giving at least 30 days prior written notice to each Investor specifying the date on which the resignation is to be effective and by giving notice in accordance with Section 5.08 to wind-up the Investment Program.

2.04 **Automatic Termination of CHUMS or LAS as Agent.** If:

(a) CHUMS or LAS

(1) becomes unable, or admits, in writing, its inability to pay its debts generally as they become due,

(2) makes a general assignment for the benefit of creditors,

(3) files a notice of intention, voluntary petition in bankruptcy or a petition seeking liquidation, reorganization or an arrangement with creditors to take advantage of any insolvency or other law, or

(4) takes any action for the purpose of effecting any of the foregoing; or

(b) any proceedings (other than proceedings which either CHUMS or LAS demonstrates to the satisfaction of the other to be frivolous or vexatious) are instituted by or against CHUMS or LAS seeking to adjudicate it as bankrupt or insolvent or seeking liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or applying for, consenting to or seeking the entry of an order for relief by, the appointment of a receiver, receiver and manager, receiver-manager, liquidator, sequestrator, custodian, trustee or similar agent or official for all or a substantial or significant part of its assets; or

(c) any secured creditor, encumbrancer or lienor or any receiver, receiver and manager, receiver-manager, liquidator, sequestrator, custodian, trustee or similar agent or official appointed by or acting for any secured creditor, encumbrancer or lienor takes possession of, or forecloses or retains, or sells or otherwise disposes of, or otherwise proceeds to enforce security over, all or a substantial or significant part of the assets of CHUMS or LAS or gives notice of its intention to do any of the foregoing;

that party shall on the happening of such event be automatically terminated as Agent and no notice or other action shall be required on the part of CHUMS, LAS or any Investor to effect the termination of that party as Agent. If either CHUMS or LAS is terminated as Agent under this Section 2.04, the remaining entity shall remain the Agent and shall be responsible for the appointment of all the members of the Investment Program Committee.

2.05 **Successors.** The Agent may appoint a successor agent. When the successor agent accepts the appointment as Agent, the successor agent shall succeed to and become vested with all the rights, powers and responsibilities of the resigning agent, and the resigning agent shall be discharged from its responsibilities and obligations under this Agreement. After any resigning agent's resignation as Agent, this Agreement shall continue in effect for its benefit and for the benefit of the Investors in respect of any actions taken or omitted to be taken by the resigning agent while it was acting as the Agent.

2.06 **Termination of Agreement.** The Agent may terminate an Investor's right to request that investments be made and the right to maintain investments in accordance with an Investment Mandate by giving the Investor at least 30 days prior written notice of the termination date. As of the termination date, (a) the Investor receiving the notice may make no further investment requests and must promptly withdraw (in accordance with Section 5.05 and Schedule C and any other provisions from time to time relating to withdrawal of funds) all funds which it is entitled to withdraw and (b) the Investor is no longer an Investor for the purpose of this Agreement. The termination of an Investor as an Investor shall, as of the date of termination and subject to Section 2.07, terminate this Agreement between the Agent and the Investor. Such termination will not affect the Agreement as between the Agent and the remaining Investors.

2.07 **Obligations survive.** All obligations (whether contingent or matured, absolute or not) existing immediately before an Investor ceases to be an Investor under Section 3.03 or a termination under Section 2.06 shall survive such withdrawal or termination.

2.08 **No rights to assets.** None of the Agent, the Custodian, the Payment Servicer, the Valuator, the Recordkeeper or Investment Counsel shall have any beneficial or personal right, title or interest in or to the assets in any Investment Account, other than as specifically set out in an Investment Program Agreement or in the Investment Mandate Schedules.

SECTION 3 - INVESTORS

3.01 **Becoming an Investor.** An Eligible Investor is an Investor in respect of the Investment Program when:

(a) The person or persons authorized to execute this Agreement on behalf of the Eligible Investor has duly executed a counterpart to this Agreement;

(b) The person or persons authorized to execute this Agreement on behalf of the Eligible Investor has completed all of the other necessary documents required by the Agent to become an Investor including, without limitation,

(1) an information sheet on the Eligible Investor,

(2) a certificate confirming passage and enforceability of a by-law substantially in the form of the sample by-law provided to the Eligible Investor by the Agent on behalf of The One Investment Program, and designating persons who are authorized to give investment, withdrawal or transfer instructions and confirming that all necessary

actions have been taken by the Eligible Investor to authorize such persons to give investment, withdrawal or transfer instructions,

(3) a pre-authorized debit authorization letter from the Eligible Investor to its financial institutions and others; and

(c) The Recordkeeper has notified the Eligible Investor that it is an Investor and of its account number(s) and authorization code(s).

3.02 **No obligation to invest.** An Investor has no obligation to invest in any Investment Mandate.

3.03 **Ceasing to be an Investor.** At any time at which an Investor has no investments or funds in its Investment Account(s) and has given no investment instructions it may, by notice to the Agent, cease to be an Investor.

3.04 **Representations and Warranties of Investor.** Each Investor represents and warrants to the Agent that,

(a) the Investor has taken all actions necessary to authorize it to enter into this Agreement,

(b) the Investor is authorized to make investments in accordance with any of the Investment Mandates which it has designated to either the Agent or the Recordkeeper as being Investment Mandates which it is authorized to invest, and any money which the Investor designates to be invested in an Investment Mandate is money which may be so invested in that Investment Mandate, and

(c) the Investor has adopted a statement of its investment policies and goals in accordance with the applicable legislation and such policies and goals permit the Investor to invest in all investments which are eligible investments for municipalities under the *Municipal Act.*

The Investor shall be deemed to have repeated the representation and warranty in Section 3.04(a), (b) and (c) each time it issues investment instructions relating to any Investment Mandate. The Agent shall have no obligation to make any inquiry to confirm the truth or accuracy of any representation or warranty. The Agent shall not be liable for any loss or damages suffered by the Investor or any other person claiming through the Investor or any other Investor as a result of any act, including without limitation, the execution of this Agreement by a person purporting to have authority to act on the Investor's behalf.

3.05 **Limitation on liability.** The Agent, the Custodian, the Payment Servicer, the Valuator, the Recordkeeper and the Investment Counsel may, in their discretion, honour instructions purporting to be issued by an Investor given by telephone, facsimile or other electronic transmission, without the necessity of any verification or enquiry. None of the Agent, the Custodian, the Payment Servicer, the Valuator, the Recordkeeper or the Investment Counsel shall incur any liability to an Investor by reason of acting or not acting on or any error in such instructions, and the Investor shall indemnify and hold harmless each of the Agent, the Custodian, the Payment Servicer, the Valuator, the Recordkeeper and the Investment Counsel from any loss, cost, damage, or expense that any of them may suffer or incur by relying on such instructions.

3.06 **Addition of parties to this Agreement.** Eligible Investors may be added as parties to this Agreement from time to time after the date of this Agreement. Each of the Agent and the Investor agrees that this Agreement is binding on it regardless of when it became a party to this Agreement and the addition of other Eligible Investors as parties to this Agreement. Upon becoming an Investor, the Investor shall become a party to and shall be bound by this Agreement as if it had been an original party to this Agreement.

3.07 **List of Investors and Investor information.** The Agent will keep an up-to-date list of the names of Investors and may make the list available to Eligible Investors and other persons. The Agent shall ensure, to the best of its ability, the confidentiality of all other information pertaining to an Investor and the Investor's investments through the Investment Program whether the Investor continues to be an Investor or the Investor has ceased to be an Investor. This does not apply to information which is otherwise available to the public or to information which the Agent is required by law to disclose.

SECTION 4 - THE CUSTODIAN, PAYMENT SERVICER, VALUATOR, RECORDKEEPER AND INVESTMENT COUNSEL

4.01 **Authority.** Each Investor authorizes the Agent to enter into Investment Program Agreements, from time to time, as agent of the Investor.

4.02 **Custodian.** The Agent will not enter into an Investment Program Agreement with a Custodian unless at the time of entering into the Investment Program Agreement the Custodian is a Canadian chartered Schedule I bank or trust company registered under the laws of Ontario.

4.03 **Payment Servicer.** The Agent will not enter into an Investment Program Agreement with a Payment Servicer unless the Payment Servicer is a Canadian chartered Schedule I bank or other regulated Canadian financial institution.

4.04 **Valuator.** The Agent will not enter into an Investment Program Agreement with a Valuator unless the Valuator has satisfied the Agent of the ability of the Valuator to provide and maintain accurate valuation services for the Investment Accounts.

4.05 **Recordkeeper.** The Agent will not enter into an Investment Program Agreement with a Recordkeeper unless the Recordkeeper has satisfied the Agent of the ability of the Recordkeeper to provide and maintain accurate recordkeeping and instruction services.

4.06 **Investment Counsel.**

(a) **Registration**. The Agent will not enter into an Investment Program Agreement with an Investment Counsel unless the Investment Program Agreement requires the Investment Counsel to maintain at all times its status in Ontario as a registered portfolio manager while it is Investment Counsel for the Investment Program.

(b) **Insurance**. The Agent will not enter into an Investment Program Agreement with any Investment Counsel unless the Investment Program Agreement requires the Investment Counsel to maintain, in full force

and effect, bonding or insurance in such amounts and of such types as are required from time to time by appropriate regulatory authorities.

SECTION 5 - THE INVESTMENT MANDATES

5.01 **Investment Mandates.** The Investor agrees with the Agent and all other Investors that each Investment Mandate is an aggregation of assets. At any time, each Investor who has made investments in accordance with a specific Investment Mandate has at that time, subject to Section 5.07, a percentage ownership interest in all investments made in accordance with that Investment Mandate at that time proportional to the amount of investments made in accordance with that Investment Mandate by the Investor at that time. Each Investor agrees that investments made in accordance with an Investment Mandate will be valued as set out in the Investment Mandate Schedule. Subject to the payment of any reasonable fees imposed by the Agent, an Investor has the right to require distribution of specific investments within its Investment Account.

5.02 **Investment guideline.** The investment guideline of an Investment Mandate will be set out in the Investment Mandate Schedule for that Investment Mandate. The policy may be subject to further restrictions approved from time to time by the Agent. A copy of the investment guideline, as amended from time to time, will be made available to the Investors. Any agreement with the Investment Counsel will permit Investment Counsel to make investments based only on the investment guideline. None of the Agent, the Custodian, the Payment Servicer, the Valuator or the Recordkeeper is responsible for investment decisions.

5.03 **Fees and expenses.** For each Investment Mandate, the Agent shall establish and disclose in the Investment Mandate Schedule for that Investment Mandate, the maximum aggregate fees and expenses payable, out of the investments made in accordance with that Investment Mandate, to the Custodian, the Payment Servicer, the Valuator, the Recordkeeper, the Investment Counsel and the Agent. The Agent may change the maximum aggregate fees and expenses stated in an Investment Mandate Schedule upon providing such prior notice to all Investors as is set out in the Investment Mandate Schedule.

5.04 **Amendments.** The Agent may from time to time, upon providing 30 days prior written notice to all Investors, amend the Agreement by adding schedules and amend, delete, supplement, restate, renew and replace schedules to this Agreement.

5.05 **Investment and withdrawal of funds.** Each Investor shall abide by the procedures for issuing investment, withdrawal and transfer instructions set out in the applicable Investment Mandate and in Schedule C. Before an Investor provides investment instructions and arranges for any transfer from its account at its financial institution to the Agent or the Custodian, the Investor shall ensure that sufficient funds are then available to cover the amount of such investment.

5.06 **Income on investments.** Subject to Section 5.07, at any time each Investor has a percentage ownership interest in the income on all investments made in accordance with an Investment Mandate proportional to the Investor's percentage ownership interest in the aggregate investments made in accordance with an Investment Mandate at that time. Income on investments will be automatically re-invested in accordance with an Investment Mandate on the same basis as investments.

5.07 **Default in payment.** If an Investor requests that an investment be made and

(a) there are insufficient funds in the Investor's account at its financial institution to pay when due for the investment placed by the Investor through the Investment Program, or

(b) the Investor's financial institution is insolvent or for any other reason the Investor provides no or insufficient funds to pay when due for the investment placed by the Investor through the Investment Program,

then the Investor, with respect to that investment, has no interest in the Investment Program or in any Investment Mandate or income relating thereto or proceeds thereof. The Investor agrees to indemnify the Agent, the Custodian, the Valuator, the Payment Servicer, the Recordkeeper and the Investment Counsel, and to hold the Agent, the Custodian, the Valuator, the Payment Servicer, the Recordkeeper and the Investment Counsel harmless from all losses and expenses (including interest, charges and any loss in value of the investment) incurred by the Agent, on its own account or on behalf of the Investor, the Custodian, the Valuator, the Payment Servicer, the Recordkeeper or the Investment Counsel resulting from default or delay in payment. The Agent may assign its rights under this indemnity to any person. In addition, the Investor agrees to pay the Agent a fee in an amount set by the Agent from time to time as a fee payable in respect of any delay or default in payment for an investment whether as a result of Section 5.07(a) or Section 5.07(b). The Agent may authorize the debiting of the credit balance in an Investor's Investment Account and apply the amounts so debited toward the payment of amounts (whether absolute, contingent, matured or not) payable by the Investor under this Section 5.07.

5.08 **Wind-up of an Investment Mandate by Agent.** The Agent may, on at least 30 days prior written notice to all Investors, announce that it intends to discontinue an Investment Mandate, discontinue an Investment Mandate on the date set out in the notice. The Agent shall within five days of the date of discontinuance distribute the proceeds of the sale of the investments made in accordance with the Investment Mandate to those Investors with investments in the Investment Mandate to the extent of each Investor's percentage ownership interest at the time of discontinuance of the Investment Mandate.

SECTION 6 - GENERAL

6.01 **Notice.**

(a) **Address for notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent by registered mail, postage prepaid or facsimile (with follow-up mailed copy unless otherwise specified in this Agreement or in an Investment Mandate Schedule) to the addresses or facsimile numbers set out in the information sheets in respect of each Investor kept by the Agent and in the case of the Agent to:

One Investment Program c/o LAS
200 University Ave., Suite 801
Toronto, ON M5H 3C6
Attention: President, LAS
Facsimile: (416) 971-6191

Changes to the addresses and facsimile numbers may be made in the manner set out in this Section 6.01.

(b) **Effective date.** Any such notice or other communication shall be deemed to have been given and received, if delivered, on the day of delivery (or, if the day is not a Banking Day, on the next following Banking Day) or, if mailed, on the second Banking Day following the day in which it is mailed. If a strike or lockout of postal employees is in effect or generally known to be impending on the date of mailing, any such notice or other communication shall be delivered and not sent by mail. If sent by facsimile before 5:00 p.m. Toronto, Ontario time on a Banking Day, the notice or other communication shall be deemed to have been received on that day, and if sent after 5:00 p.m. Toronto, Ontario time on a Banking Day, it shall be deemed to have been received on the Banking Day next following the date of transmission.

6.02 **No partnership or deemed agency.** The execution of this Agreement and the other arrangements with respect to the Investment Program are not intended to create and shall not be treated as having created a general or limited partnership, joint venture, corporation, joint stock company, investment trust or mutual fund, nor shall:

(a) the Agent, the Custodian, the Payment Servicer, the Valuator, the Recordkeeper nor Investment Counsel, or their respective agents and employees, except as provided in this Agreement, or

(b) any other Investor,

under any circumstances be deemed the agent or representative of, or have the right to enter into any contract or commitment on behalf of, an Investor.

6.03 **No fiduciary duties.** The Agent shall not by reason of this Agreement or any of the discussions leading to or in connection with this Agreement have a fiduciary or trust relationship with the Investors, or any other person, or any other obligation other than as specifically stated in this Agreement.

6.04 **No assignment.** No party may dispose of the whole or any part of its rights or obligations under this Agreement without the express written consent of the Agent except as may otherwise be provided for in this Agreement.

6.05 **Further action.** Each party shall at all times promptly execute and deliver and cause to be executed and delivered such documents and take and cause to be taken such action as may be necessary or appropriate to give effect to the provisions of this Agreement.

6.06 **Benefit.** This Agreement shall enure to the benefit of and be binding upon each party and their respective successors and permitted assigns.

6.07 **Attornment.** Each party irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Ontario.

6.08 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one Agreement.

The parties have executed this Agreement.

CHUMS FINANCING CORPORATION BY: _____
Daniel Cowin, Executive Vice-President

LOCAL AUTHORITY SERVICES BY: _____
Nancy Plumridge, President

COUNTERPART OF THE AMENDED AND RESTATED AGENCY AGREEMENT
DATED AS OF MARCH 1, 2010
BETWEEN
CHUMS FINANCING CORPORATION AND LOCAL AUTHORITY SERVICES

- AND -

ELIGIBLE INVESTORS (AS DEFINED IN THE AGREEMENT)

BY (SIGNATURE): _____

PRINT NAME: _____

PRINT TITLE: _____

ORGANIZATION: _____

SCHEDULE A

MONEY MARKET MANDATE

1. **Definitions.** In this schedule

(a) ***Agreement*** means the amended and restated agency agreement dated as of March 1, 2010 between CHUMS Financing Corporation, Local Authority Services Limited and the Eligible Investors, as defined in that agreement, and any schedules attached to it from time to time as that agreement or the schedules may be added, amended, deleted, supplemented, restated, renewed or replaced from time to time; and

(b) ***Bank Account*** means the bank account at the Investor's financial institution authorized by the Investor and accepted by the Agent for use by the Investor in the transfer of funds to invest in accordance with the Money Market Mandate.

All other capitalized terms used in this Schedule have the meanings given to them in the Agreement.

2. **Objective.** The principal objective of the Money Market Mandate is to provide Investors with investments in highly-rated money market instruments permitted under the *Municipal Act.*

3. **Permissible Securities for Investments.** Funds invested in accordance with the Money Market Mandate will only be invested in those securities which are permitted under the *Municipal Act* and the regulations made under that Act.

4. **Valuation.** Valuations of the investments made in accordance with the Money Market Mandate will be performed on a mark-to-market basis net of accrued fees and expenses and in accordance with prudent valuation practices and methods consistent with those followed by investment funds with investment objectives and portfolio holdings similar to the Money Market Mandate.

5. **Time of Valuation.** The value of the investments made in accordance with the Money Market Mandate will be calculated by the Valuator at such time as the Valuator may in its discretion determine on each Banking Day in accordance with the valuation principles set out in paragraph 4.

6. **Minimum Investment.** The minimum investment amount is $5,000.

7. **Minimum Withdrawal.** The minimum amount for each withdrawal is $5,000 or, where the balance is less than $5,000, all remaining funds in the Investor's Investment Account from which the withdrawal is being made including any accrued earnings.

8. **Minimum Transfer.** The minimum amount for each transfer is $5,000 or, where the balance is less than $5,000, all remaining funds in the Investor's Investment Account from which the transfer is being made including any accrued earnings.

9. **Earnings Allocation and Distribution.** Subject to Section 5.07 of the Agreement, income on an investment made by an Investor accrues beginning on and including the day immediately following the day on which the Investor's investment is first invested in accordance with the Money Market Mandate and ending on and including the day on which invested funds are returned to the Investor. The calculation of investment income of the investments made in accordance with this Mandate and of each Investor's proportional interest in such income will take place after the close of business on each Banking Day. Income will be credited to each Investor's Investment Account effective on the last calendar day of each month. Income credited to an Investor's

Investment Account remains in such account as part of the Investor's investment until all of the Investor's investment is withdrawn. If the Investor is withdrawing all of the remaining funds in the Investor's Investment Account, income will be credited on the Banking Day before the day on which invested funds are returned to the Investor.

10. **Fees and Expenses.**

(a) ***Amount of Fees.*** The maximum aggregate fees and expenses payable out of the investments made in accordance with the Money Market Mandate to the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel and Agent will not exceed 0.19 of one percent, on an annual basis, of the daily balance of the investments made in accordance with the Money Market Mandate. Other than those fees and expenses and any amounts payable in the event of default or delay in payment under Section 5.07 of the Agreement, no fees and expenses will be charged by the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel, or Agent. The fees and expenses referred to in this Section 10(a) do not include any fees and expenses charged to the Investor by the Investor's financial institution.

(b) ***Changes to Fees.*** The Agent may change the maximum aggregate fees and expenses payable to the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel and Agent at any time on providing 30 days notice of the effective date of such change to all Investors.

11. **Reporting.** Each Investor investing in accordance with the Money Market Mandate will:

(a) have access to details of each transaction initiated by the Investor before 4:00 p.m. (Toronto time) on any Banking Day by electronic means through a password protected web-site established and maintained by the Agent (the "Agent's Website"), or by such other means as the Agent may choose, on the following Banking Day;

(b) have access to a monthly history statement for that Investor's Investment Account through the Agent's Website, or by such other means as the Agent may choose, within five Banking Days following the last Banking Day for the month to which the statement applies, showing the Investor's opening and closing positions, all transactions made by the Investor during the month and any earnings credited to it for that month; and

(c) receive a monthly report from the Agent showing the aggregate performance of the investments made in accordance with the Money Market Mandate and such other information about the Investment Program that the Agent deems appropriate for all Investors.

12. **Making an Investment.**

(a) ***Instructions Irrevocable.*** Investment instructions made by the Investor are irrevocable and must be issued by the Investor in accordance with the procedure set out in Schedule C.

(b) ***Time of Instructions.*** Where investment instructions are issued by the Investor and received by the Recordkeeper before 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Payment Servicer to facilitate the transfer of the funds so instructed by the Investor from the Investor's Bank Account to be invested in accordance with the Money Market Mandate on the next Banking Day. Where investment instructions are issued by the Investor and received by the Recordkeeper after 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Payment Servicer to facilitate the transfer of the funds so instructed by the Investor from the Investor's Bank Account to be invested in accordance with the Money Market Mandate on the second Banking Day immediately following the day on which the instructions were issued by the Investor. The availability of funds for investment in accordance with the Money Market Mandate is subject to the clearing requirements and practices of the Investor's financial institution and the Payment Servicer.

13. **Making a Withdrawal.**

(a) ***Instruction Irrevocable.*** Withdrawal instructions made by the Investor are irrevocable and must be issued in accordance with the procedures set out in Schedule C.

(b) ***Time of Instructions.*** Where withdrawal instructions are issued by the Investor and received by the Recordkeeper before 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Custodian to effect the transfer of the funds so instructed by the Investor from the Money Market Mandate to be credited to the Investor's Bank Account on the next Banking Day. Where investment instructions are issued by the Investor and received by the Recordkeeper after 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Custodian to effect the transfer of the funds so instructed by the Investor from the Money Market Mandate to be credited to the Investor's Bank Account on the second Banking Day immediately following the day on which instructions were issued by the Investor. The availability of funds for credit to Investor's Bank Account is subject to the clearing requirements and practices of the Investor's financial institution and the Payment Servicer.

(c) ***Limits on Right to make Withdrawals.*** Despite any other provision in the Agreement or this Schedule, the Agent may require an Investor to provide three Banking Days notice to withdraw funds.

14. **Making a Transfer to Another Investment Mandate of the Investor.**

(a) ***Instructions Irrevocable***. Instructions made by the Investor for transfers to another Investment Mandate are irrevocable and must be issued by the Investor in accordance with the procedures set out in Schedule C.

(b) ***Transfers to Another Investment Mandate.*** If the Investor has issued instructions to transfer funds from investment in the Money Market Mandate to another Investment Mandate, such transfer shall be made in accordance with the time restrictions for making withdrawals under this Investment Mandate Schedule and the time restrictions for making investments under the Investment Mandate Schedule for the other Investment Mandate. The Recordkeeper, in executing such transfer instructions, will cause such transfers to occur directly between the Investment Mandates and not by way of the Payment Servicer and the Investor's Bank Account(s).

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SCHEDULE B

BOND MANDATE

1. **Definitions.** In this schedule

(a) ***Agreement*** means the amended and restated agency agreement dated as of March 1, 2010 between CHUMS Financing Corporation, Local Authority Services Limited and the Eligible Investors, as defined in that agreement, and any schedules attached to it from time to time as that agreement or the schedules may be added, amended, deleted, supplemented, restated, renewed or replaced from time to time; and

(b) ***Bank Account*** means the bank account at the Investor's financial institution authorized by the Investor and accepted by the Agent for use by the Investor in the transfer of funds to invest in accordance with the Bond Mandate.

All other capitalized terms used in this Schedule have the meanings given to them in the Agreement.

2. **Objective.** The principal objective of the Bond Mandate is to provide Investors with investments in highly-rated fixed income and money market securities permitted under the *Municipal Act* with maturities generally less than or equal to five years.

3. **Permissible Securities for Investments.** Funds invested in accordance with the Bond Mandate will only be invested in those securities which are permitted under the *Municipal Act* and the regulations made under that Act.

4. **Valuation.** Valuations of the investments made in accordance with the Bond Mandate will be performed on a mark-to-market basis net of accrued fees and expenses and in accordance with prudent valuation practices and methods consistent with those followed by investment funds with investment objectives and portfolio holdings similar to the Bond Mandate.

5. **Time of Valuation.** The value of investments made in accordance with the Bond Mandate will be calculated by the Valuator at such time as the Valuator may in its discretion determine on each Banking Day in accordance with the valuation principles set out in paragraph 4.

6. **Minimum Investment.** The minimum investment amount is $5,000.

7. **Minimum Withdrawal.** The minimum amount for each withdrawal is $5,000 or, where the balance is less than $5,000, all remaining funds in the Investor's Investment Account from which the withdrawal is being made including any accrued earnings.

8. **Minimum Transfer.** The minimum amount for each transfer is $5,000 or, where the balance is less than $5,000, all remaining funds in the Investor's Investment Account from which the transfer is being made including any accrued earnings.

9. **Earnings Allocation and Distribution.** Subject to Section 5.07 of the Agreement, income on an investment made by an Investor accrues beginning on and including the day immediately following the day on which the Investor's investment is first invested in accordance with the Bond Mandate and ending on and including the day on which invested funds are returned to the Investor. The calculation of investment income of the investments made in accordance with this Mandate and of each Investor's proportional interest in such income will take place after the close of business on each Banking Day. Income will be credited to each Investor's Investment Account

effective on the last calendar day of each month. Income credited to an Investor's Investment Account remains in such account as part of the Investor's investment until all of the Investor's investment is withdrawn. If the Investor is withdrawing all of the remaining funds in the Investor's Investment Account, income will be credited on the Banking Day before the day on which invested funds are returned to the Investor.

10. **Fees and Expenses.**

(a) ***Amount of Fees.*** The maximum aggregate fees and expenses payable out of the investments made in accordance with the Bond Mandate to the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel and Agent will not exceed 0.4 of one percent, on an annual basis, of the daily balance of the investment made in accordance with the Bond Mandate. Other than those fees and expenses and any amounts payable in the event of default or delay in payment under Section 5.07 of the Agreement, no fees and expenses will be charged by the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel, or Agent. The fees and expenses referred to in this Section 10(a) do not include any fees and expenses charged to the Investor by the Investor's financial institution.

(b) ***Changes to Fees.*** The Agent may change the maximum aggregate fees and expenses payable to the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel and Agent at any time on providing 30 days notice of the effective date of such change to all Investors.

11. **Reporting.** Each Investor investing in accordance with the Bond Mandate will:

(a) have access to details of each transaction initiated by the Investor before 4:00 p.m. (Toronto time) on any Banking Day by electronic means through a password protected web-site established and maintained by the Agent (the "Agent's Website"), or by such other means as the Agent may choose, on the following Banking Day;

(b) have access to a monthly history statement for that Investor's Investment Account through the Agent's Website, or by such other means as the Agent may choose, within five Banking Days following the last Banking Day for the month to which the statement applies, showing the Investor's opening and closing positions, all transactions made by the Investor during the month and any earnings credited to it for that month; and

(c) receive a monthly report from the Agent showing the aggregate performance of the investments made in accordance with the Bond Mandate and such other information about the Investment Program that the Agent deems appropriate for all Investors.

12. **Making an Investment.**

(a) ***Instructions Irrevocable.*** Investment instructions made by the Investor are irrevocable and must be issued by the Investor in accordance with the procedure set out in Schedule C.

(b) ***Time of Instructions.*** Where investment instructions are issued by the Investor and received by the Recordkeeper before 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Payment Servicer to facilitate the transfer of the funds so instructed by the Investor from the Investor's Bank Account to be invested in accordance with the Bond Mandate on the next Banking Day. Where investment instructions are issued by the Investor and received by the Recordkeeper after 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Payment Servicer to facilitate the transfer of the funds so instructed by the Investor from the Investor's Bank Account to be invested in accordance with the Bond Mandate on the second Banking Day immediately following the day on which the instructions were issued by the Investor. The availability of funds for investment in accordance with the Bond Mandate is subject to the clearing requirements and practices of the Investor's financial institution and the Payment Servicer.

13. **Making a Withdrawal.**

(a) ***Instruction Irrevocable.*** Withdrawal instructions made by the Investor are irrevocable and must be issued in accordance with the procedures set out in Schedule C.

(b) ***Time of Instructions.*** Where withdrawal instructions are issued by the Investor and received by the Recordkeeper before 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Custodian to effect the transfer of the funds so instructed by the Investor from the Bond Mandate to be credited to the Investor's Bank Account on the next Banking Day. Where investment instructions are issued by the Investor and received by the Recordkeeper after 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Custodian to effect the transfer of the funds so instructed by the Investor from the Bond Mandate to be credited to the Investor's Bank Account on the second Banking Day immediately following the day on which instructions were issued by the Investor. The availability of funds for credit to Investor's Bank Account is subject to the clearing requirements and practices of the Investor's financial institution and the Payment Servicer.

(c) ***Limits on Right to make Withdrawals.*** Despite any other provision in the Agreement or this Schedule, the Agent may require an Investor to provide three Banking Days notice to withdraw funds.

14. **Making a Transfer to Another Investment Mandate of the Investor.**

(a) ***Instructions Irrevocable.*** Instructions made by the Investor for transfers to another Investment Mandate are irrevocable and must be issued by the Investor in accordance with the procedures set out in Schedule C.

(b) ***Transfers to Another Investment Mandate.*** If the Investor has issued instructions to transfer funds from investment in the Bond Mandate to another Investment Mandate, such transfer shall be made in accordance with the time restrictions for making withdrawals under this Investment Mandate Schedule and the time restrictions for making investments under the Investment Mandate Schedule for the other Investment Mandate. The Recordkeeper, in executing such transfer instructions, will cause such transfers to occur directly between the Investment Mandates and not by way of the Payment Servicer and the Investor's Bank Account(s).

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SCHEDULE C

ISSUING INVESTMENT, WITHDRAWAL AND TRANSFER INSTRUCTIONS TO THE RECORDKEEPER

1. **Instructions.** An investor may issue investment, withdrawal and transfer instructions:

(a) by fax to the Recordkeeper between the hours of 8:00 a.m. (Toronto time) and 4:00 p.m. (Toronto time), or

(b) by such other means as the Agent may prescribe from time to time.

2. **Instructions to Recordkeeper.** All investment, withdrawal and transfer instructions issued by an Investor to the Recordkeeper under Section 1 (a) or (b) are irrevocable and the Investor shall be responsible for the accuracy of any instructions issued. All investment instructions issued to the Recordkeeper under Section 1(a) will be kept on file by the Recordkeeper.

3. **Execution by Recordkeeper.** Fax instructions issued to the Recordkeeper will be executed without prior confirmation by the Recordkeeper and the Investor accepts responsibility for all fax instructions which purport to have been given by the Investor whether or not such instructions were authorized. The Recordkeeper will not execute a transaction which does not include all the Investor Information (as defined below) and transaction information contained in Schedule 7.

4. **Instructions to Payment Servicer.** All fax instructions from Investors received by the Recordkeeper involving investments or withdrawals will be communicated by the Recordkeeper to the Payment Servicer for proper execution as may be required by the Payment Servicer in order to transfer the funds in accordance with the investment or withdrawal instructions of the Investors.

5. **Procedure for Issuing Instructions to Recordkeeper.** All fax instructions issued to the Recordkeeper, must include the following investor information:

(a) the name of the individual issuing the fax instructions as registered by the Investor and accepted by the Agent;

(b) the name of the Investor's organization as registered by the Investor and approved by the Agent; and

(c) the signature(s) of the authorized municipal officer(s) corresponding to the Investor's signature card as registered by the Investor.

Failure by the representative of the Investor to provide via fax the Recordkeeper with the correct Investor Information will render any instructions given to the Recordkeeper by the representative of the Investor null and void.

Investment instruction forms may be made available by the Agent on the Agent's website or by contacting the Agent.

6. **Transaction Information.** Where the Investor Information provided by the representative of the Investor to the Recordkeeper has been verified by the Recordkeeper as being correct, the Recordkeeper will identify from the fax, the type of transaction (i.e. "an investment" or "a withdrawal" or "a transfer to another Fund"). If the fax instructions are for:

(a) an investment, the Recordkeeper will require the following information to be provided:

(i) the dollar amount of the investment;

(ii) the investment account name into which the investment will be made; and

(iii) banking information.

(b) a withdrawal, the Recordkeeper will require the following information to be provided:

(i) the dollar amount of the withdrawal or "ALL" if the instruction pertains to all monies belonging to the Investor in the Investment Program including any accrued earnings; and

(ii) the Investment Mandate from which the withdrawal is to be made.

(c) a transfer to another Investment Mandate by the same Investor, the Recordkeeper will require the following information to be provided:

(i) the dollar amount of the transfer or "ALL" if the instruction pertains to all monies belonging to the Investor in the Investment Program including any accrued earnings;

(ii) the Investment Mandate from which the transfer is to be made; and

(iii) the Investment Mandate to which the transfer will be made.

7. **Deemed Receipt by Recordkeeper.** Instructions issued by an Investor to the Recordkeeper shall be deemed to have been received by the Recordkeeper as soon as the Investor issuing the instructions has provided the Recordkeeper with all of the information set out in Section 6 above and they are brought to the attention of the officers of the Recordkeeper to whom they are addressed.

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SCHEDULE D

UNIVERSE CORPORATE BOND (UCB) MANDATE

1. **Definitions.** In this schedule

(a) ***Agreement*** means the amended and restated agency agreement dated as of March 1, 2010 between CHUMS Financing Corporation, Local Authority Services Limited and the Eligible Investors, as defined in that agreement, and any schedules attached to it from time to time as that agreement or the schedules may be added, amended, deleted, supplemented, restated, renewed or replaced from time to time; and

(b) ***Bank Account*** means the bank account at the Investor's financial institution authorized by the Investor and accepted by the Agent for use by the Investor in the transfer of funds to invest in accordance with the UCB Mandate.

All other capitalized terms used in this Schedule have the meanings given to them in the Agreement.

2. **Objective.** To seek to provide competitive rates of return by investing in a diversified, conservatively managed portfolio of bonds, debentures, promissory notes or other evidences of indebtedness of corporations, governments or agencies thereof or supranational organizations or agencies thereof, as permitted by applicable regulation from time to time.

3. **Permissible Securities for Investments.** Funds invested in accordance with the UCB Mandate will only be invested in securities that are permitted under the *Municipal Act* and the regulations made under that Act.

4. **Valuation.** Valuations of the investments made in accordance with the UCB Mandate will be performed on a mark-to-market basis net of accrued fees and expenses and in accordance with prudent valuation practices and methods consistent with those followed by investment funds with investment objectives and portfolio holdings similar to the UCB Mandate.

5. **Time of Valuation.** The value of investments made in accordance with the UCB Mandate will be calculated by the Valuator at such time as the Valuator may in its discretion determine on each Banking Day in accordance with the valuation principles set out in paragraph 4.

6. **Minimum Investment.** The minimum investment amount is $5,000.

7. **Minimum Withdrawal.** The minimum amount for each withdrawal is $5,000 or, where the balance is less than $5,000, all remaining funds in the Investor's Investment Account from which the withdrawal is being made including any accrued earnings.

8. **Minimum Transfer.** The minimum amount for each transfer is $5,000 or, where the balance is less than $5,000, all remaining funds in the Investor's Investment Account from which the transfer is being made including any accrued earnings.

9. **Earnings Allocation and Distribution.** Subject to Section 5.07 of the Agreement, income on an investment made by an Investor accrues beginning on and including the day immediately following the day on which the Investor's investment is first invested in accordance with the UCB Mandate and ending on and including the day on which invested funds are returned to the Investor. The calculation of investment income of the investments made in accordance with this Mandate and of each Investor's proportional interest in such income will take place after the close of business on each Banking Day. Income will be credited to each Investor's Investment Account

effective on the last calendar day of each month. Income credited to an Investor's Investment Account remains in such account as part of the Investor's investment until all of the Investor's investment is withdrawn. If the Investor is withdrawing all of the remaining funds in the Investor's Investment Account, income will be credited on the Banking Day before the day on which invested funds are returned to the Investor.

10. **Fees and Expenses.**

(a) ***Amount of Fees.*** The maximum aggregate fees and expenses payable out of the investments made in accordance with the UCB Mandate to the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel and Agent will not exceed .45 of one percent, on an annual basis, of the daily balance of the investments made in accordance with the UCB Mandate. Other than those fees and expenses and any amounts payable in the event of default or delay in payment under Section 5.07 of the Agreement, no fees and expenses will be charged by the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel, or Agent. The fees and expenses referred to in this Section 10(a) do not include any fees and expenses charged to the Investor by the Investor's financial institution.

(b) ***Changes to Fees.*** The Agent may change the maximum aggregate fees and expenses payable to the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel and Agent at any time on providing 30 days notice of the effective date of such change to all Investors.

11. **Reporting.** Each Investor investing in accordance with the UCB Mandate will:

(a) have access to details of each transaction initiated by the Investor before 4:00 p.m. (Toronto time) on any Banking Day by electronic means through a password protected web-site established and maintained by the Agent (the "Agent's Website"), or by such other means as the Agent may choose, on the following Banking Day;

(b) have access to a monthly history statement for that Investor's Investment Account through the Agent's Website, or by such other means as the Agent may choose, within five Banking Days following the last Banking Day for the month to which the statement applies, showing the Investor's opening and closing positions, all transactions made by the Investor during the month and any earnings credited to it for that month; and

(c) receive a monthly report from the Agent showing the aggregate performance of the investments made in accordance with the UBC Mandate and such other information about the Investment Program that the Agent deems appropriate for all Investors.

12. **Making an Investment.**

(a) ***Instructions Irrevocable.*** Investment instructions made by the Investor are irrevocable and must be issued by the Investor in accordance with the procedure set out in Schedule C.

(b) ***Time of Instructions.*** Where investment instructions are issued by the Investor and received by the Recordkeeper before 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Payment Servicer to facilitate the transfer of the funds so instructed by the Investor from the Investor's Bank Account to be invested in accordance with the UCB Mandate on the next Banking Day. Where investment instructions are issued by the Investor and received by the Recordkeeper after 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Payment Servicer to facilitate the transfer of the funds so instructed by the Investor from the Investor's Bank Account to be invested in accordance with the UCB Mandate on the second Banking Day immediately following the day on which the instructions were issued by the Investor. The availability of funds for investment in accordance with the UCB Mandate is subject to the clearing requirements and practices of the Investor's financial institution and the Payment Servicer.

13. **Making a Withdrawal.**

(a) ***Instruction Irrevocable.*** Withdrawal instructions made by the Investor are irrevocable and must be issued in accordance with the procedures set out in Schedule C.

(b) ***Time of Instructions.*** Where withdrawal instructions are issued by the Investor and received by the Recordkeeper before 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Custodian to effect the transfer of the funds so instructed by the Investor from the UCB Mandate to be credited to the Investor's Bank Account on the next Banking Day. Where investment instructions are issued by the Investor and received by the Recordkeeper after 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Custodian to effect the transfer of the funds so instructed by the Investor from the UCB Mandate to be credited to the Investor's Bank Account on the second Banking Day immediately following the day on which instructions were issued by the Investor. The availability of funds for credit to Investor's Bank Account is subject to the clearing requirements and practices of the Investor's financial institution and the Payment Servicer.

(c) ***Limits on Right to make Withdrawals.*** Despite any other provision in the Agreement or this Schedule, the Agent may require an Investor to provide ten Banking Days notice to withdraw funds.

14. **Making a Transfer to Another Investment Mandate of the Investor.**

(a) ***Instructions Irrevocable.*** Instructions made by the Investor for transfers to another Investment Mandate are irrevocable and must be issued by the Investor in accordance with the procedures set out in Schedule C.

(b) ***Transfers to Another Investment Mandate.*** If the Investor has issued instructions to transfer funds from investment in the UCB Mandate to another Investment Mandate, such transfer shall be made in accordance with the time restrictions for making withdrawals under this Fund Schedule and the time restrictions for making investments under the Investment Mandate Schedule for the other Investment Mandate. The Recordkeeper, in executing such transfer instructions, will cause such transfers to occur directly between the Investment Mandates and not by way of the Payment Servicer and the Investor's Bank Account(s).

SCHEDULE E

EQUITY MANDATE

1. **Definitions.** In this schedule

(a) ***Agreement*** means the amended and restated agency agreement dated as of March 1, 2010 between CHUMS Financing Corporation, Local Authority Services Limited and the Eligible Investors, as defined in that agreement, and any schedules attached to it from time to time as that agreement or the schedules may be added, amended, deleted, supplemented, restated, renewed or replaced from time to time; and

(b) ***Bank Account*** means the bank account at the Investor's financial institution authorized by the Investor and accepted by the Agent for use by the Investor in the transfer of funds to invest in accordance with the Equity Mandate.

All other capitalized terms used in this Schedule have the meanings given to them in the Agreement.

2. **Objective.** To seek to provide superior long-term investment returns through capital growth and dividend yield by investing in a diversified, conservatively managed portfolio of equity securities issued by corporations, as permitted by applicable regulation from time to time.

3. **Permissible Securities for Investments.** Funds invested in accordance with the Equity Mandate will be invested only in those securities which are permitted under the *Municipal Act* and the regulations made under that Act.

4. **Valuation.** Valuations of the investments made in accordance with the Equity Mandate will be performed on a mark-to-market basis net of accrued fees and expenses and in accordance with prudent valuation practices and methods consistent with those followed by investment funds with investment objectives and portfolio holdings similar to the Equity Mandate.

5. **Time of Valuation.** The value of investments made in accordance with the Equity Mandate will be calculated by the Valuator at such time as the Valuator may in its discretion determine on each Banking Day in accordance with the valuation principles set out in paragraph 4.

6. **Minimum Investment.** The minimum investment amount is $5,000.

7. **Minimum Withdrawal.** The minimum amount for each withdrawal is $5,000 or, where the balance is less than $5,000, all remaining funds in the Investor's Investment Account from which the withdrawal is being made including any accrued earnings.

8. **Minimum Transfer.** The minimum amount for each transfer is $5,000 or, where the balance is less than $5,000, all remaining funds in the Investor's Investment Account from which the transfer is being made including any accrued earnings.

9. **Earnings Allocation and Distribution.** Subject to Section 5.07 of the Agreement, income on an investment made by an Investor accrues beginning on and including the day immediately following the day on which the Investor's investment is first invested in accordance with the Equity Mandate and ending on and including the day on which invested funds are returned to the Investor. The calculation of investment income of the investments made in accordance with the Equity Mandate and of each Investor's proportional interest in such income will take place after the close of business on each Banking Day. Income will be credited to each Investor's Investment Account effective on the last calendar day of each month. Income credited to an Investor's

Investment Account remains in such account as part of the Investor's investment until all of the Investor's investment is withdrawn. If the Investor is withdrawing all of the remaining funds in the Investor's Investment Account, income will be credited on the Banking Day before the day on which invested funds are returned to the Investor.

10. **Fees and Expenses.**

(a) ***Amount of Fees.*** The maximum aggregate fees and expenses payable out of the investments made in accordance with the Equity Mandate to the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel and Agent will not exceed 0.6 of one percent, on an annual basis, of the daily balance of the investments made in accordance with the Equity Mandate. Other than those fees and expenses and any amounts payable in the event of default or delay in payment under Section 5.07 of the Agreement, no fees and expenses will be charged by the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel, or Agent. The fees and expenses referred to in this Section 10(a) do not include any fees and expenses charged to the Investor by the Investor's financial institution.

(b) ***Changes to Fees.*** The Agent may change the maximum aggregate fees and expenses payable to the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel and Agent at any time on providing 30 days notice of the effective date of such change to all Investors.

11. **Reporting.** Each Investor investing in accordance with the Equity Mandate will:

(a) have access to details of each transaction initiated by the Investor before 4:00 p.m. (Toronto time) on any Banking Day by electronic means through a password protected web-site established and maintained by the Agent (the "Agent's Website"), or by such other means as the Agent may choose, on the following Banking Day;

(b) have access to a monthly history statement for that Investor's Investment Account through the Agent's Website, or by such other means as the Agent may choose, within five Banking Days following the last Banking Day for the month to which the statement applies, showing the Investor's opening and closing positions, all transactions made by the Investor during the month and any earnings credited to it for that month; and

(c) receive a monthly report from the Agent showing the aggregate performance of the investments made in accordance with the Equity Mandate and such other information about the Investment Program that the Agent deems appropriate for all Investors.

12. **Making an Investment.**

(a) ***Instructions Irrevocable.*** Investment instructions made by the Investor are irrevocable and must be issued by the Investor in accordance with the procedure set out in Schedule C.

(b) ***Time of Instructions.*** Where investment instructions are issued by the Investor and received by the Recordkeeper before 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Payment Servicer to facilitate the transfer of the funds so instructed by the Investor from the Investor's Bank Account to be invested in accordance with the Equity Mandate on the next Banking Day. Where investment instructions are issued by the Investor and received by the Recordkeeper after 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Payment Servicer to facilitate the transfer of the funds so instructed by the Investor from the Investor's Bank Account to be invested in accordance with to the Equity Mandate on the second Banking Day immediately following the day on which the instructions were issued by the Investor. The availability of funds for investment in accordance with the Equity Mandate is subject to the clearing requirements and practices of the Investor's financial institution and the Payment Servicer.

13. **Making a Withdrawal.**

(a) ***Instruction Irrevocable.*** Withdrawal instructions made by the Investor are irrevocable and must be issued in accordance with the procedures set out in Schedule C.

(b) ***Time of Instructions.*** Where withdrawal instructions are issued by the Investor and received by the Recordkeeper before 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Custodian to effect the transfer of the funds so instructed by the Investor from the Equity Mandate to be credited to the Investor's Bank Account on the next Banking Day. Where investment instructions are issued by the Investor and received by the Recordkeeper after 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Custodian to effect the transfer of the funds so instructed by the Investor from the Equity Mandate to be credited to the Investor's Bank Account on the second Banking Day immediately following the day on which instructions were issued by the Investor. The availability of funds for credit to Investor's Bank Account is subject to the clearing requirements and practices of the Investor's financial institution and the Payment Servicer.

(c) ***Limits on Right to make Withdrawals.*** Despite any other provision in the Agreement or this Schedule, the Agent may require an Investor to provide ten Banking Days notice to withdraw funds.

14. **Making a Transfer to Another Investment Mandate of the Investor.**

(a) ***Instructions Irrevocable.*** Instructions made by the Investor for transfers to another Investment Mandate are irrevocable and must be issued by the Investor in accordance with the procedures set out in Schedule C.

(b) ***Transfers to Another Investment Mandate.*** If the Investor has issued instructions to transfer funds from investment in accordance with the Equity Mandate to another Investment Mandate, such transfer shall be made in accordance with the time restrictions for making withdrawals under this Equity Mandate Schedule and the time restrictions for making investments under the Investment Mandate Schedule for the other Investment Mandate. The Recordkeeper, in executing such transfer instructions, will cause such transfers to occur directly between the Investment Mandates and not by way of the Payment Servicer and the Investor's Bank Account(s).

SCHEDULE F

HIGH INTEREST SAVINGS ACCOUNT (HISA) MANDATE

1. **Definitions.** In this schedule

(a) ***Agreement*** means the amended and restated agency agreement dated as of March 1, 2010 between CHUMS Financing Corporation, Local Authority Services and the Eligible Investors, as defined in that agreement, and any schedules attached to it from time to time as that agreement or the schedules may be added, amended, deleted, supplemented, restated, renewed or replaced from time to time; and

(b) ***Bank Account*** means the bank account at the Investor's financial institution authorized by the Investor and accepted by the Agent for use by the Investor in the transfer of funds to invest in accordance with the High Interest Savings Account (HISA) Mandate.

(c) ***Payment Servicer*** means an entity approved by the Agent to facilitate the transfer of assets of an Investor between an Investor's financial institution and an Investor's HISA Account;

(c) ***Recordkeeper*** means an entity approved by the Agent to provide recordkeeping services in respect of the Investment Program including receiving and implementing Investor instructions, and keeping records of Investor holdings.

All other capitalized terms used in this Schedule have the meanings given to them in the Agreement.

2. **Objective.** To seek to provide a competitive rate of return through a high interest savings account offered through a Schedule I bank in conjunction with the One Investment Program.

3. **Permissible Securities for Investments.** Funds invested in accordance with the HISA Mandate will only be invested in securities that are permitted under the *Municipal Act* and the regulations made under that Act.

4. **Valuation.** Valuations of the investments made in accordance with the HISA Mandate will be performed on a mark-to-market basis net of accrued fees and expenses and in accordance with prudent valuation practices and methods consistent with those followed by investment funds with investment objectives and portfolio holdings similar to the HISA Mandate.

5. **Time of Valuation.** The value of investments made in accordance with the HISA Mandate will be calculated by the Valuator at such time as the Valuator may in its discretion determine in accordance with the valuation principles set out in paragraph 4.

6. **Minimum Investment.** The minimum investment amount is $5,000.

7. **Minimum Withdrawal.** The minimum amount for each withdrawal is $5,000 or, where the balance is less than $5,000, all remaining funds in the Investor's Investment Account from which the withdrawal is being made including any accrued earnings.

8. **Earnings Allocation and Distribution.**

(a) Subject to Section 5.07 of the Agreement, interest on an investment made by an Investor accrues beginning on and including the day on which the Investor's investment is first invested in accordance with the HISA Mandate and ending on and including the day immediately preceding the day on which the investor's request for withdrawal is processed. The calculation of accrued

interest earned on the investments made in accordance with this Mandate and of each Investor's proportional interest in such interest earned will take place after the close of business on the last Banking Day of each month, and interest will be credited to each Investor's Investment Account on the third business day following the end of each month. Income credited to an Investor's Investment Account remains in such account as part of the Investor's investment until all of the Investor's investment is withdrawn.

(b) Interest will not be paid on any single investment of greater than $25,000,000 if that investment is not retained in the HISA account for at least 30 days.

9. **Fees and Expenses.**

(a) ***Amount of Fees.*** The maximum aggregate fees and expenses payable out of the investments made in accordance with the HISA Mandate to the Payment Servicer, Recordkeeper, and Agent will not exceed .10 of one percent, on an annual basis, of the daily balance of the investments made in accordance with the HISA Mandate. Other than those fees and expenses and any amounts payable in the event of default or delay in payment under Section 5.07 of the Agreement, no fees and expenses will be charged by the Payment Servicer, Recordkeeper, or Agent. The fees and expenses referred to in this Section 9(a) do not include any fees and expenses charged to the Investor by the Investor's financial institution.

(b) ***Changes to Fees.*** The Agent may change the maximum aggregate fees and expenses payable to the Payment Servicer, Recordkeeper, Investment Counsel and Agent at any time on providing 30 days notice of the effective date of such change to all Investors.

10. **Reporting.** Each Investor investing in accordance with the HISA Mandate will:

(a) have access to details of each transaction initiated by the Investor before 12:00 p.m. (Toronto time) on any Banking Day by electronic means through a password protected web-site established and maintained by the Agent (the "Agent's Website"), or by such other means as the Agent may choose, on/before the third Banking Day following the transaction;

(b) have access to a monthly history statement for that Investor's Investment Account through the Agent's website, or by such other means as the Agent may choose, within five Banking Days following the last Banking Day for the month to which the statement applies, showing the Investor's opening and closing positions, all transactions made by the Investor during the month and any interest earned credited to it for that month; and

(c) have access to a monthly report from the Agent showing the aggregate performance of the investments made in accordance with the HISA Mandate and such other information about the Investment Program that the Agent deems appropriate for all Investors.

11. **Making an Investment.**

(a) ***Instructions Irrevocable.*** Investment instructions made by the Investor are irrevocable and must be issued by the Investor in accordance with the procedure set out in Sections 14 through 20, below.

(b) ***Time of Instructions.*** Where investment instructions are issued by the Investor and received by the Recordkeeper before 12:00 noon (Toronto time) on any Banking Day, the Recordkeeper will instruct the Payment Servicer to facilitate the transfer of the funds so instructed by the Investor from the Investor's Bank Account to be invested in accordance with the HISA Mandate on the third Banking Day immediately following the day on which instructions were issued by the Investor. Where investment instructions are issued by the Investor and received by the Recordkeeper after 12:00 noon (Toronto time) on any Banking Day, the Recordkeeper will instruct the Payment Servicer to facilitate the transfer of the funds so instructed by the Investor

from the Investor's Bank Account to be invested in accordance with the HISA Mandate on the fourth Banking Day immediately following the day on which the instructions were issued by the Investor. The availability of funds for investment in accordance with the HISA Mandate is subject to the clearing requirements and practices of the Investor's financial institution and the Payment Servicer.

12. **Making a Withdrawal.**

(a) ***Instruction Irrevocable.*** Withdrawal instructions made by the Investor are irrevocable and must be issued in accordance with the procedures set out in Sections 14 through 20, below.

(b) ***Time of Instructions.*** Where withdrawal instructions are issued by the Investor and received by the Recordkeeper before 12:00 noon (Toronto time) on any Banking Day, the Recordkeeper will instruct the Custodian to effect the transfer of the funds so instructed by the Investor from the HISA Mandate to be credited to the Investor's Bank Account on the second Banking Day immediately following the day on which instructions were issued by the Investor. Where investment instructions are issued by the Investor and received by the Recordkeeper after 12:00 noon (Toronto time) on any Banking Day, the Recordkeeper will instruct the Custodian to effect the transfer of the funds so instructed by the Investor from the HISA Mandate to be credited to the Investor's Bank Account on the third Banking Day immediately following the day on which instructions were issued by the Investor. The availability of funds for credit to Investor's Bank Account is subject to the clearing requirements and practices of the Investor's financial institution and the Payment Servicer.

(c) ***Limits on Right to make Withdrawals.*** Despite any other provision in the Agreement or this Schedule, the Agent may require an Investor to provide three Banking Days notice to withdraw funds.

13. **Issuing Investment and Withdrawal Instructions to the Recordkeeper.** With respect to this Mandate, Schedule C to the Agreement does not apply and is replaced with Sections 14-20, below.

14. **Instructions.** An investor may issue investment and withdrawal instructions:

(a) to the Recordkeeper between the hours of 8:00 a.m. (Toronto time) and 4:00 p.m. (Toronto time), or

(b) by such other means as the Agent may prescribe from time to time.

15. **Instructions to Recordkeeper.** All investment and withdrawal instructions issued by an Investor to the Recordkeeper under Section 14 (a) or (b) are irrevocable and the Investor shall be responsible for the accuracy of any instructions issued. All investment instructions issued to the Recordkeeper will be kept on file by the Recordkeeper.

16. **Execution by Recordkeeper.** instructions issued to the Recordkeeper will be executed without prior confirmation by the Recordkeeper and the Investor accepts responsibility for instructions which purport to have been given by the Investor whether or not such instructions were authorized. The Recordkeeper will not execute a transaction which does not include all the Investor Information, as defined below.

17. **Instructions to Payment Servicer.** All instructions from Investors received by the Recordkeeper involving investments or withdrawals will be communicated by the Recordkeeper to the Payment Servicer for proper execution in order to transfer the funds in accordance with the investment or withdrawal instructions of the Investors.

18. **Procedure for Issuing Instructions to Recordkeeper.** All instructions issued to the Recordkeeper, must include the following investor information:

(a) the name of the individual issuing the instructions as registered by the Investor and accepted by the Agent;

(b) the name of the Investor's organization as registered by the Investor and approved by the Agent; and

(c) the signature(s) or email address of the authorized municipal officer(s) corresponding to the Investor's signature card, or email authorization form, as registered by the Investor.

Failure by the representative of the Investor to provide the Recordkeeper with the correct Investor Information will render any instructions given to the Recordkeeper by the representative of the Investor null and void.

Investment instruction forms may be made available by the Agent on the Agent's website or by contacting the Agent.

19. **Transaction Information.** Where the Investor Information provided by the representative of the Investor to the Recordkeeper has been verified by the Recordkeeper as being correct, the Recordkeeper will identify the type of transaction (i.e. "an investment" or "a withdrawal"). If the instructions are for:

(a) an investment, the Recordkeeper will require the following information to be provided:

(i) the dollar amount of the investment;

(ii) the investment account name into which the investment will be made; and

(iii) banking information.

(b) a withdrawal, the Recordkeeper will require the following information to be provided:

(i) the dollar amount of the withdrawal

20. **Deemed Receipt by Recordkeeper.** Instructions issued by an Investor to the Recordkeeper shall be deemed to have been received by the Recordkeeper as soon as the Investor issuing the instructions has provided the Recordkeeper with all of the information set out in Section 19 above and they are confirmed to be received by the Recordkeeper.

Report 2016-022

Recommend Report

To: Warden and Council of the County of Frontenac

From: Kelly Pender, Chief Administrative Officer

Prepared by: Lisa Hirvi, Interim Administrator, Fairmount Home

Date of meeting: March 16, 2016

Re: Fairmount Home – 2016 - 2019 Long-Term Care Home Service Accountability Agreement (L-SAA)

Recommendation

Resolved That Council of the County of Frontenac receive the Fairmount Home – 2016-2019 Long-Term Care Home Service Accountability Agreement report for information;

And Further That the Council of the County of Frontenac direct the Clerk to sign the 2016-2019 Long-Term Care Home Service Accountability Agreement and return to the Local Health Integration Network as required under the *Local Health System Integration Act*.

Background

The Long-Term Care Home Service Accountability Agreement (L-SAA) is the service accountability agreement between a long-term care home licensee and the Local Health Integration Network (LHIN) and is required by the *Local Health Systems Integration Act* (LHSIA). It assists the LHIN in fulfilling its obligations to the Ministry of Health and Long-Term Care (MOHLTC), the Province and the taxpayers in respect of funding as well as its obligations under LHSIA to plan, fund and integrate the local health system. The current L-SAA expires March 31, 2016.

Comment

The 2016-2019 L-SAA was developed through consultation between the LHINs, sector associations and the MOHLTC. The sector associations included Ontario Long-Term Care Association (OLTCA), Ontario Association of Non-Profit Homes and Services for Seniors (OANHSS), Association of Municipalities of Ontario (AMO) and Health Quality Ontario (HQO). The main differences between the current and 2016-2019 L-SAA are as follows:

- Aligns with current service accountability agreement (SAA) standards: corrects minor errors in references, uses defined terms, conformance and formatting

- Brings SAA up to date: aligns with current law, policy and LHIN obligations under the Ministry LHIN Accountability Agreement
- Updates schedules: all schedules were updated
    - Schedule A – Description of Home and Services – simplified form for population of data directly from the Long-Term Care Homes Accountability Planning Submission (LAPS)
    - Schedule B – Additional Terms and Conditions Applicable to the Funding Model – construction funding subsidy section updated to ensure the language and scope is consistent with current practice and the enhanced LTC renewal strategy
    - Schedule C – Reporting Requirements – removed reference to Performance Reporting, included Quality Improvement Plan Reporting and updated reporting due dates
    - Schedule D – Performance – indicators were updated and targets for both Financial Indicators were adjusted to include performance standards. The LHIN-specific Performance Obligations removed French Language Services (FLS) and added In-Home BSO (Behavioral Supports Ontario) Liaison, Achievement of Provincial Health Quality Ontario (HQO) Targets and In-Home Palliative End-of-Life Care Liaison
    - Schedule E – Form of Compliance Declaration – updated for consistency with Multi-Sector Service Accountability Agreement (M-SAA)
- Long-Term Care sector indicators: 2015-16 L-SAA indicator slate was carried over into the 2016-17 L-SAA Performance Schedule

Sustainability Implications

The L-SAA aligns with the health systems priorities of the province, which are to keep people healthy, provide faster access to family health care and to provide the right care, at the right time in the right place.

Financial Implications

If the L-SAA is not signed, the LHIN will discontinue the flow of funds to Fairmount Home.

Organizations, Departments and Individuals Consulted and/or Affected

Staff
Residents
Volunteers
Local Health Integration Network
Ministry of Health and Long-Term Care

LONG-TERM CARE HOME SERVICE ACCOUNTABILITY AGREEMENT

For the Period: April 1, 2016 - March 31, 2019

B E T W E E N:

SOUTH EAST LOCAL HEALTH INTEGRATION NETWORK

- and -

County of Frontenac

In Respect of:

Fairmount Home for the Aged

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TEMPLATE
LONG-TERM CARE HOME SERVICE ACCOUNTABILITY AGREEMENT
April 1, 2016 to March 31, 2019

SERVICE ACCOUNTABILITY AGREEMENT

with

Fairmount Home for the Aged

Effective Date: April 1, 2016

Index to Agreement

ARTICLE	TOPIC	PAGE
1.0	Definitions & Interpretation	3
2.0	Term and Nature of this Agreement	8
3.0	Provision of Services	8
4.0	Funding	9
5.0	Adjustment of Funding	11
6.0	Planning and Integration	12
7.0	Performance	15
8.0	Reporting, Accounting and Review	16
9.0	Acknowledgement of LHIN Support	19
10.0	Representations, Warranties and Covenants	20
11.0	Limitation of Liability, Indemnity & Insurance	21
12.0	Termination	23
13.0	Notice	25
14.0	Interpretation	26
15.0	Additional Provisions	26
16.0	Entire Agreement	28
	Schedules	
A	Description of Home and Beds	29
B	Additional Terms and Conditions Applicable to the Funding Model	31
C	Reporting Requirements	34
D	Performance	36
E	Form of Compliance Declaration	40

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THIS SERVICE ACCOUNTABILITY AGREEMENT effective as of April 1, 2016

B E T W E E N :

SOUTH EAST LOCAL HEALTH INTEGRATION NETWORK (the "LHIN")

AND

County of Frontenac

holding the licence to operate the Home {the Health Service Provider ("HSP")}

IN RESPECT OF:

Fairmount Home for the Aged

Located at
2069 Battersea Road
Glenburnie, ON K0H 1S0
(the "Home")

Background:

The *Local Health System Integration Act, 2006* requires that the LHIN and the HSP enter into a service accountability agreement. The service accountability agreement supports a collaborative relationship between the LHIN and the HSP: to improve the health of Ontarians through better access to high quality health services; to co-ordinate health care in local health systems, by such actions as supporting the implementation of Health Links to facilitate regional integrated health care service delivery; to manage the health care system at the local level effectively and efficiently; and, to create a health care system that is person-centered, accountable, transparent, and evidence-based.

In this context, the HSP and the LHIN agree that the LHIN will provide funding to the HSP on the terms and conditions set out in this Agreement to enable the provision of services to the local health system by the HSP.

In consideration of their respective agreements set out below, the LHIN and the HSP covenant and agree as follows.

ARTICLE 1.0 - DEFINITIONS & INTERPRETATION

1.1 Definitions. In this Agreement the following terms will have the following meanings.

"**Act**" means the *Long-Term Care Homes Act, 2007* and the regulations made under the *Long Term Care Homes Act, 2007* as it and they may be amended from time to time.

"**Accountability Agreement**" refers to the Agreement in place between the Minister and the LHIN pursuant to the terms of section 18 of LHSIA.

"**Agreement**" means this agreement and includes the Schedules and any instrument

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amending this agreement or the Schedules.

"**Annual Balanced Budget**" means that, in each calendar year of the term of this Agreement, the total expenses of the HSP in respect of the Services are less than or equal to the total revenue of the HSP in respect of the Services.

"**Applicable Law**" means all federal, provincial or municipal laws, orders, rules, regulations, common law, licence terms or by-laws, and includes terms or conditions of a licence or approval issued under the Act, that are applicable to the HSP, the Services, this Agreement and the Parties' obligations under this Agreement during the term of this Agreement.

"**Applicable Policy**" means any orders, rules, policies, directives or standards of practice issued or adopted by the LHIN, by the MOHLTC or by other ministries or agencies of the province of Ontario that are applicable to the HSP, the Services, this Agreement and the Parties' obligations under this Agreement during the term of this Agreement. Without limiting the generality of the foregoing, Applicable Policy includes the Design Manual and the Long Term Care Funding and Financial Management Policies and all other manuals, guidelines, policies and other documents listed on the Policy Web Pages as those manuals, guidelines, policies and other documents may be amended from time to time.

"**Approved Funding**" has the meaning ascribed to it in Schedule B.

"**Beds**" means the long term care home beds that are licensed or approved under the Act and identified in Schedule A, as the same may be amended from time to time.

"**Board**" means in respect of an HSP that is:

(a) a corporation, the board of directors;
(b) A First Nation, the band council;
(c) a municipality, the committee of management;
(d) a board of management established by one or more municipalities or by one or more First Nations' band councils, the members of the board of management;
(e) a partnership, the partners; and
(f) a sole proprietorship, the sole proprietor.

"**BPSAA**" means the *Broader Public Sector Accountability Act, 2010,* and the regulations made under the Broader Public Sector Accountability Act, 2010 as it and they may be amended from time to time.

"**CEO**" means the individual accountable to the Board for the provision of the Services in accordance with the terms of this Agreement, which individual may be the executive director or administrator of the HSP, or may hold some other position or title within the HSP.

"**CFMA**" means the *Commitment to the Future of Medicare Act, 2004*, and the regulations made under the *Commitment to the Future of Medicare Act, 2004*, as it and they may be amended from time to time.

"**Compliance Declaration**" means a compliance declaration substantially in the form set

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out in Schedule "E".

"**Confidential Information**" means information that is (i) marked or otherwise identified as confidential by the disclosing Party at the time the information is provided to the receiving Party; and (ii) eligible for exclusion from disclosure at a public board meeting in accordance with section 9 of LHSIA. Confidential Information does not include information that (a) was known to the receiving Party prior to receiving the information from the disclosing Party; (b) has become publicly known through no wrongful act of the receiving Party; or (c) is required to be disclosed by law, provided that the receiving Party provides Notice in a timely manner of such requirement to the disclosing Party, consults with the disclosing Party on the proposed form and nature of the disclosure, and ensures that any disclosure is made in strict accordance with Applicable Law.

"**Conflict of Interest**" in respect of an HSP, includes any situation or circumstance where: in relation to the performance of its obligations under this Agreement

(a) the HSP;
(b) a member of the HSP's Board; or
(c) any person employed by the HSP who has the capacity to influence the HSP's decision,

has other commitments, relationships or financial interests that:

(a) could or could be seen to interfere with the HSP's objective, unbiased and impartial exercise of its judgement; or
(b) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement.

"**Construction Funding Subsidy**" has the meaning ascribed to it in Schedule B.

"**controlling shareholder**" of a corporation means a shareholder who or which holds (or another person who or which holds for the benefit of such shareholder), other than by way of security only, voting securities of such corporation carrying more than 50% of the votes for the election of directors, provided that the votes carried by such securities are sufficient, if exercised, to elect a majority of the board of directors of such corporation.

"**Days**" means calendar days.

"**Design Manual**" means the MOHLTC design manual or manuals in effect and applicable to the development, upgrade, retrofit, renovation or redevelopment of the Home or Beds subject to this Agreement.

"**Director**" has the same meaning as the term "Director" in the Act.

"**Effective Date**" means April 1, 2016.

"**e-Health**" means the coordinated and integrated use of electronic systems, information and communication technologies to facilitate the collection, exchange and management of personal health information in order to improve the quality, access, productivity and sustainability of the healthcare system.

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"**Explanatory Indicator**" means a measure of HSP performance for which no Performance Target is set. Technical specifications of specific Explanatory Indicators can be found in the "L-SAA 2016-19 Indicator Technical Specifications" document.

"**FIPPA**" means the *Freedom of Information and Protection of Privacy Act,* (Ontario) and the regulations made under the *Freedom of Information and Protection of Privacy Act,* (Ontario), as it and they may be amended from time to time.

"**Funding**" means the amounts of money provided by the LHIN to the HSP in each Funding Year of this Agreement. Funding includes Approved Funding and Construction Funding Subsidy.

"**Funding Year**" means in the case of the first Funding Year, the period commencing on the January 1 prior to the Effective Date and ending on the following December 31, and in the case of Funding Years subsequent to the first Funding Year, the period commencing on the date that is January 1 following the end of the previous Funding Year and ending on the following December 31.

"**Home**" means the building where the Beds are located and for greater certainty, includes the Beds and the common areas and common elements which will be used at least in part, for the Beds, but excludes any other part of the building which will not be used for the Beds being operated pursuant to this Agreement.

"**HSP's Personnel and Volunteers**" means the controlling shareholders (if any), directors, officers, employees, agents, volunteers and other representatives of the HSP. In addition to the foregoing HSP's Personnel and Volunteers shall include the contractors and subcontractors and their respective shareholders, directors, officers, employees, agents, volunteers or other representatives.

"**Indemnified Parties**" means the LHIN and its officers, employees, directors, independent contractors, subcontractors, agents, successors and assigns and her Majesty the Queen in Right of Ontario and her Ministers, appointees and employees, independent contractors, subcontractors, agents and assigns. Indemnified Parties also includes any person participating on behalf of the LHIN in a Review.

"**Interest Income**" means interest earned on the Funding.

"**Licence**" means one or more of the licences or the approvals granted to the HSP in respect of the Beds at the Home under Part VII or Part VIII of the Act.

"**LHSIA**" means the *Local Health System Integration Act, 2006* and the regulations under the *Local Health System Integration Act, 2006* as it and they may be amended from time to time.

"**Minister**" means the Minister of Health and Long-Term Care.

"**MOHLTC**" means the Minister or the Ministry of Health and Long-Term Care, as is appropriate in the context.

"**Notice**" means any notice or other communication required to be provided pursuant to this Agreement, LHSIA, the Act or the CFMA.

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"**Party**" means either of the LHIN or the HSP and "**Parties**" mean both of the LHIN and the HSP.

"**Performance Agreement**" means an agreement between an HSP and its CEO that requires the CEO to perform in a manner that enables the HSP to achieve the terms of this Agreement.

"**Performance Corridor**" means the acceptable range of results around a Performance Target.

"**Performance Factor** "means any matter that could or will significantly affect a Party's ability to fulfill its obligations under this Agreement, and for certainty, includes any such matter that may be brought to the attention of the LHIN, whether by PICB or otherwise.

"**Performance Indicator**" means a measure of HSP performance for which a Performance Target is set; Technical specifications of specific Performance Indicators can be found in the "L-SAA 2016-19 Indicator Technical Specifications" document.

"**Performance Standard**" means the acceptable range of performance for a Performance Indicator or a Service Volume that results when a Performance Corridor is applied to a Performance Target.

"**Performance Target**" means the level of performance expected of the HSP in respect of a Performance Indicator or a Service Volume.

"PICB" means Performance Improvement and Compliance Branch of MOHLTC, or any other Branch or organizational unit of MOHLTC that may succeed or replace it.

"**Planning Submission**" means the planning document submitted by the HSP to the LHIN. The form, content and scheduling of the Planning Submission will be identified by the LHIN.

"**Policy Web Pages**" means the web pages available at www.health.gov.on.ca/lsaapolicies, and at www.health.gov.on.ca/ersstdpolitique or such other URLs or Web pages as the LHIN or the Ministry may advise from time to time. Capital policies can be found at Http://www.health.gov.on.ca/english/providers/program/ltc_redev/awardeeoperator.html.

"**RAI MDS Tools**" means the standardized Resident Assessment Instrument – Minimum Data Set ("RAI MDS") 2.0, the RAI MDS 2.0 User Manual and the RAI MDS Practice Requirements, as the same may be amended from time to time.

"**Reports**" means the reports described in Schedule C as well as any other reports or information required to be provided under LHSIA, the Act or this Agreement.

"**Resident**" has the meaning ascribed to the term "resident" under the Act.

"**Review**" means a financial or operational audit, investigation, inspection or other form of review requested or required by the LHIN under the terms of LHSIA or this Agreement, but does not include the annual audit of the HSP's financial statements.

"**Schedule**" means any one of, and "**Schedules**" mean any two or more, as the context

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requires, of the schedules appended to this Agreement and includes:

Schedule A. Description of Home and Beds;
Schedule B. Additional Terms and Conditions Applicable to the Funding Model;
Schedule C. Reporting Requirements;
Schedule D. Performance; and
Schedule E. Form of Compliance Declaration.

"**Services**" means the operation of the Beds and the Home and the accommodation, care, programs, goods and other services that are provided to Residents (i) to meet the requirements of the Act; (ii) to obtain Approved Funding; and (iii) to fulfill all commitments made to obtain a Construction Funding Subsidy.

"**Service Volume**" means a measure of Services for which a Performance Target is set.

1.2 Interpretation. Words in the singular include the plural and vice-versa. Words in one gender include all genders. The headings do not form part of this Agreement. They are for convenience of reference only and will not affect the interpretation of this Agreement. Terms used in the Schedules shall have the meanings set out in this Agreement unless separately and specifically defined in a Schedule in which case the definition in the Schedule shall govern for the purposes of that Schedule.

ARTICLE 2.0 - TERM AND NATURE OF THIS AGREEMENT

2.1 Term. The term of this Agreement will commence on the Effective Date and will expire on the earlier of (1) March 31, 2019 or (2) the expiration or termination of all Licences, unless this Agreement is terminated earlier or extended pursuant to its terms.

2.2 A Service Accountability Agreement. This Agreement is a service accountability agreement for the purposes of section 20(1) of LHSIA and Part III of the CFMA.

2.3 Notice. Notice was given to the HSP that the LHIN intended to enter into this Agreement. The HSP hereby acknowledges receipt of such Notice in accordance with the terms of the CFMA.

2.4 Prior Agreements. The Parties acknowledge and agree that all prior agreements for the Services are terminated.

ARTICLE 3.0 - PROVISION OF SERVICES

3.1 Provision of Services.

(a) The HSP will provide the Services in accordance with, and otherwise comply with:

(1) the terms of this Agreement;
(2) Applicable Law; and
(3) Applicable Policy.

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(b) Unless otherwise provided in this Agreement, the HSP will not reduce, stop, start, expand, cease to provide or transfer the provision of the Services except with Notice to the LHIN and if required by Applicable Law or Applicable Policy, the prior written consent of the LHIN.

(c) The HSP will not restrict or refuse the provision of Services to an individual, directly or indirectly, based on the geographic area in which the person resides in Ontario.

3.2 Subcontracting for the Provision of Services.

(a) The Parties acknowledge that, subject to the provisions of the Act and LHSIA, the HSP may subcontract the provision of some or all of the Services. For the purposes of this Agreement, actions taken or not taken by the subcontractor and Services provided by the subcontractor will be deemed actions taken or not taken by the HSP and Services provided by the HSP.

(b) When entering into a subcontract the HSP agrees that the terms of the subcontract will enable the HSP to meet its obligations under this Agreement. Without limiting the foregoing, the HSP will include a provision that permits the LHIN or its authorized representatives, to audit the subcontractor in respect of the subcontract if the LHIN or its authorized representatives determines that such an audit would be necessary to confirm that the HSP has complied with the terms of this Agreement.

(c) Nothing contained in this Agreement or a subcontract will create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the LHIN.

3.3 Conflict of Interest. The HSP will use the Funding, provide the Services and otherwise fulfil its obligations under this Agreement without an actual, potential or perceived Conflict of Interest. The HSP will disclose to the LHIN without delay any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest and comply with any requirements prescribed by the LHIN to resolve any Conflict of Interest.

3.4 e-health/Information Technology Compliance. The HSP agrees to:

(a) assist the LHIN to implement provincial e-health priorities for 2013-15 and thereafter in accordance with the Accountability Agreement, as may be amended from time to time;

(b) comply with any technical and information management standards, including those related to data, architecture, technology, privacy and security set for health service providers by the MOHLTC, eHealth Ontario or the LHIN within the timeframes set by the MOHLTC or the LHIN as the case may be;

(c) implement and use the approved provincial e-health solutions identified in the LHIN e-health plan;

(d) implement technology solutions that are compatible or interoperable with the provincial blueprint and with the LHIN e-health plan; and

(e) include in its annual planning submission, plans for achieving eHealth priority initiatives.

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ARTICLE 4.0 - FUNDING

4.1 Funding. Subject to the terms of this Agreement, and in accordance with the applicable provisions of the Accountability Agreement, the LHIN will provide the Funding by depositing the Funding in monthly instalments over the Term, into an account designated by the HSP provided that the account resides at a Canadian financial institution and is in the name of the HSP.

4.2 Conditions of Funding.

(a) The HSP will:

(1) use the Funding only for the purpose of providing the Services in accordance with Applicable Law, Applicable Policy and the terms of this Agreement;
(2) not use the Funding for compensation increases prohibited by Applicable Law;
(3) meet all obligations in the Schedules;
(4) fulfill all other obligations under this Agreement; and
(5) plan for and achieve an Annual Balanced Budget.

(b) Interest Income will be reported to the LHIN and is subject to a year-end reconciliation. The LHIN may deduct the amount equal to the Interest Income from any further funding instalments under this or any other agreement with the HSP or the LHIN may require the HSP to pay an amount equal to the unused Interest Income to the Ministry of Finance.

4.3 Limitation on Payment of Funding. Despite section 4.1, the LHIN:

(a) will not provide any funds to the HSP until this Agreement is fully executed;

(b) may pro-rate the Funding if this Agreement is signed after the Effective Date;

(c) will not provide any funds to the HSP until the HSP meets the insurance requirements described in section 11.4;

(d) will not be required to continue to provide funds,

(1) if the Minister or the Director so directs under the terms of the Act;
(2) while the Home is under the control of an Interim Manager pursuant to section 157 of the Act; or
(3) in the event the HSP breaches any of its obligations under this Agreement until the breach is remedied to the LHIN's satisfaction; and

(e) upon notice to the HSP, may adjust the amount of funds it provides to the HSP in any Funding Year pursuant to Article 5.

4.4 Additional Funding. Unless the LHIN has agreed to do so in writing, the LHIN is not required to provide additional funds to the HSP for providing services other than the Services or for exceeding the requirements of Schedule D.

4.5 Additional Terms and Conditions. The LHIN may add such further terms or conditions on the use of the Funding as are required for the LHIN to meet its obligations under the Accountability Agreement, Applicable Law or Applicable Policy as the same may be

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amended during the Term.

4.6 Appropriation. Funding under this Agreement is conditional upon an appropriation of moneys by the Legislature of Ontario to the MOHLTC and funding of the LHIN by the MOHLTC pursuant to LHSIA. If the LHIN does not receive its anticipated funding the LHIN will not be obligated to make the payments required by this Agreement.

4.7 Procurement of Goods and Services.

(a) If the HSP is subject to the procurement provisions of the BPSAA, the HSP will abide by all directives and guidelines issued by the Management Board of Cabinet that are applicable to the HSP pursuant to the BPSAA.

(b) If the HSP is not subject to the procurement provisions of the BPSAA, the HSP will have a procurement policy in place that requires the acquisition of supplies, equipment or services valued at over $25,000 through a competitive process that ensures the best value for funds expended. If the HSP acquires supplies, equipment or services with the Funding it will do so through a process that is consistent with this policy.

4.8 Disposition. The HSP will not sell, lease or otherwise dispose of any assets purchased with Funding, except as may be required by Applicable Law or otherwise in accordance with Applicable Policy.

ARTICLE 5.0 - ADJUSTMENT AND RECOVERY OF FUNDING

5.1 Adjustment of Funding.

(a) The LHIN may adjust the Funding in any of the following circumstances:

(1) in the event of changes to Applicable Law or Applicable Policy that affect Funding;
(2) on a change to the Services;
(3) if required by either the Director or the Minister under the Act;
(4) in the event that a breach of this Agreement is not remedied to the satisfaction of the LHIN; and
(5) as otherwise permitted by this Agreement.

(b) Funding recoveries or adjustments required pursuant to 5.1(a) may be accomplished through the adjustment of Funding, requiring the repayment of Funding and/or through the adjustment of the amount of any future funding installments. Approved Funding already expended properly in accordance with this Agreement will not be subject to adjustment. The LHIN will, at its sole discretion, and without liability or penalty, determine whether the Funding has been expended properly in accordance with this Agreement.

(c) In determining the amount of a funding adjustment under 5.1 (a) (4) or (5), LHIN shall take into account the following principles:

(1) Resident care must not be compromised through a funding adjustment arising from a breach of this Agreement;

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(2) the HSP should not gain from a breach of this Agreement;
(3) if the breach reduces the value of the Services, the funding adjustment should be at least equal to the reduction in value; and
(4) the funding adjustment should be sufficient to encourage subsequent compliance with this Agreement,

and such other principles as may be articulated in Applicable Law or Applicable Policy from time to time.

5.2 Provision for the Recovery of Funding. The HSP will make reasonable and prudent provision for the recovery by the LHIN of any Funding for which the conditions of Funding set out in section 4.2(a) are not met and will hold this Funding in an interest bearing account until such time as reconciliation and settlement has occurred with the LHIN.

5.3 Settlement and Recovery of Funding for Prior Years.

(a) The HSP acknowledges that settlement and recovery of Funding can occur up to seven years after the provision of Funding.

(b) Recognizing the transition of responsibilities from the MOHLTC to the LHIN, the HSP agrees that if the Parties are directed in writing to do so by the MOHLTC, the LHIN will settle and recover funding provided by the MOHLTC to the HSP prior to the transition of the funding for the Services to the LHIN, provided that such settlement and recovery occurs within seven years of the provision of the funding by the MOHLTC. All such settlements and recoveries will be subject to the terms applicable to the original provision of funding.

5.4 Debt Due.

(a) If the LHIN requires the re-payment by the HSP of any Funding, the amount required will be deemed to be a debt owing to the Crown by the HSP. The LHIN may adjust future funding instalments to recover the amounts owed or may, at its discretion, direct the HSP to pay the amount owing to the Crown and the HSP shall comply immediately with any such direction.

(b) All amounts repayable to the Crown will be paid by cheque payable to the "Ontario Minister of Finance" and mailed or delivered to the LHIN at the address provided in section 13.1.

5.5 Interest Rate. The LHIN may charge the HSP interest on any amount owing by the HSP at the then current interest rate charged by the Province of Ontario on accounts receivable.

ARTICLE 6.0 - PLANNING & INTEGRATION

6.1 Planning for Future Years.

(a) **Advance Notice.** The LHIN will give at least sixty Days' Notice to the HSP of the date by which a Planning Submission, approved by the HSP's governing body, must be submitted to the LHIN.

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(b) **Multi-Year Planning.** The Planning Submission will be in a form acceptable to the LHIN and may be required to incorporate (1) prudent multi-year financial forecasts; (2) plans for the achievement of Performance Targets; and (3) realistic risk management strategies. It will be aligned with the LHIN's then current Integrated Health Service Plan and will reflect local LHIN priorities and initiatives. If the LHIN has provided multi-year planning targets for the HSP, the Planning Submission will reflect the planning targets.

(c) **Multi-year Planning Targets.** Parties acknowledge that the HSP is not eligible to receive multi-year planning targets under the terms of Schedule B in effect as of the Effective Date. In the event that Schedule B is amended over the Term and the LHIN is able to provide the HSP with multi-year planning targets, (the HSP acknowledges that these targets are: (1) targets only, (2) provided solely for the purposes of planning, (3) are subject to confirmation and (4) may be changed at the discretion of the LHIN. The HSP will proactively manage the risks associated with multi-year planning and the potential changes to the planning targets. The LHIN agrees that it will communicate any material changes to the planning targets as soon as reasonably possible.

(d) **Service Accountability Agreements.** Subject to advice from the Director about the HSP's history of compliance under the Act and provided that the HSP has fulfilled its obligations under this Agreement, the Parties expect that they will enter into a new service accountability agreement at the end of the Term. The LHIN will give the HSP at least six months' Notice if the LHIN does not intend to enter into negotiations for a subsequent service accountability agreement because the HSP has not fulfilled its obligations under this Agreement. The HSP acknowledges that if the LHIN and the HSP enter into negotiations for a subsequent service accountability agreement, subsequent funding may be interrupted if the next service accountability agreement is not executed on or before the expiration date of this Agreement.

6.2 Community Engagement & Integration Activities

(a) **Community Engagement**. The HSP will engage the community of diverse persons and entities in the area where it provides health services when setting priorities for the delivery of health services and when developing plans for submission to the LHIN including but not limited to the HSP's Planning Submission and integration proposals.

(b) **Integration**. The HSP will, separately and in conjunction with the LHIN and other health service providers, identify opportunities to integrate the services of the local health system to provide appropriate, co-coordinated, effective and efficient services.

(c) **Reporting.** The HSP will report on its community engagement and integration activities as requested by the LHIN and in any event, in its Q4 Performance Report to the LHIN.

6.3 Planning and Integration Activity Pre-proposals.

(a) **General**: A pre-proposal process has been developed to (1) reduce the costs incurred by an HSP when proposing operational or service changes; (2) assist the HSP to carry out its statutory obligations; and (3) enable an effective and

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efficient response by the LHIN. Subject to specific direction from the LHIN, this pre-proposal process will be used in the following instances:

(1) the HSP is considering an integration, or an integration of services, as defined in LHSIA between the HSP and another person or entity;
(2) the HSP is proposing to reduce, stop, start, expand or transfer the location of Services;
(3) to identify opportunities to integrate the services of the local health system, other than those identified in (1) or (2) above; or
(4) if requested by the LHIN.

(b) **LHIN Evaluation of the Pre-proposal**: Use of the pre-proposal process is not formal Notice of a proposed integration under section 27 of LHSIA. LHIN consent to develop the project concept outlined in a pre-proposal does not constitute approval to proceed with the project. Nor does the LHIN consent to develop a project concept presume the issuance of a favourable decision, should such a decision be required by section 25 or 27 of LHSIA. Following the LHIN's review and evaluation, the HSP may be invited to submit a detailed proposal and a business plan for further analysis. Guidelines for the development of a detailed proposal and business case will be provided by the LHIN.

(c) Where an HSP integrates its services with those of another person and the integration relates to services funded in whole or in part by the LHIN, the HSP will follow the provisions of section 27 of LHSIA. Without limiting the foregoing, a transfer of services from the HSP to another person or entity is an example of an integration to which section 27 may apply.

6.4 Proposing Integration Activities in the Planning Submission. No integration activity described in section 6.3 may be proposed in a Planning Submission unless the LHIN has consented, in writing, to its inclusion pursuant to the process set out in section 6.3.

6.5 Termination of Designation of Convalescent Care Beds.

(a) Notwithstanding section 6.3, the provisions in this section 6.5 apply to the termination of a designation of convalescent care Beds.

(b) The HSP may terminate the designation of one or more convalescent care Beds and revert them back to long-stay Beds at any time provided the HSP gives the Ministry and the LHIN at least six months' prior written Notice. Such Notice shall include:

(1) a detailed transition plan, satisfactory to the LHIN acting reasonably, setting out the dates, after the end of the six month Notice period, on which the HSP plans to terminate the designation of each convalescent care Bed and to revert same to a long-stay Bed; and,
(2) a detailed explanation of the factors considered in the selection of those dates.

The designation of a convalescent care Bed will terminate and the Bed will revert to a long-stay Bed on the date, after the six month Notice period, on which the Resident who is occupying that convalescent care Bed at the end of the six month Notice period has been discharged from that Bed, unless otherwise agreed by the LHIN and the HSP.

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(c) The LHIN may terminate the designation of the convalescent care Beds at any time by giving at least six months' prior written Notice to the HSP. Upon receipt of any such Notice, the HSP shall, within the timeframe set out in the Notice, provide the LHIN with:

(1) a detailed transition plan, satisfactory to the LHIN acting reasonably, setting out the dates, after the end of the six month Notice period, on which the HSP plans to terminate the designation of each convalescent care Bed and, if required by the Notice, to revert same to a long-stay Bed; and,
(2) a detailed explanation of the factors considered in the selection of those dates.

The designation of a convalescent care Bed will terminate, and if applicable revert to a long-stay Bed on the date, after the six month Notice period, on which the Resident who is occupying that convalescent care Bed at the end of the Notice period has been discharged from that Bed, unless otherwise agreed by the LHIN and the HSP.

6.6 In this Article 6, the terms "integrate", "integration" and "services" have the same meanings attributed to them in section 2(1) and section 23 respectively of LHSIA, as it and they may be amended from time to time.

(a) "**service**" includes;

(1) a service or program that is provided directly to people,
(2) a service or program, other than a service or program described in clause (1), that supports a service or program described in that clause, or
(3) a function that supports the operations of a person or entity that provides a service or program described in clause (1) or (2).

(b) "**integrate**" includes;

(1) to co-ordinate services and interactions between different persons and entities,
(2) to partner with another person or entity in providing services or in operating,
(3) to transfer, merge or amalgamate services, operations, persons or entities,
(4) to start or cease providing services,
(5) to cease to operate or to dissolve or wind up the operations of a person or entity,

and "**integration**" has a similar meaning.

ARTICLE 7.0 - PERFORMANCE

7.1 Performance. The Parties will strive to achieve on-going performance improvement. They will address performance improvement in a proactive, collaborative and responsive manner.

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7.2 Performance Factors.

(a) Each Party will notify the other Party of the existence of a Performance Factor, as soon as reasonably possible after the Party becomes aware of the Performance Factor. The Notice will:

(1) describe the Performance Factor and its actual or anticipated impact;
(2) include a description of any action the Party is undertaking, or plans to undertake, to remedy or mitigate the Performance Factor;
(3) indicate whether the Party is requesting a meeting to discuss the Performance Factor; and
(4) address any other issue or matter the Party wishes to raise with the other Party.

(b) The recipient Party will provide a written acknowledgment of receipt of the Notice within seven Days of the date on which the Notice was received ("Date of the Notice").

(c) Where a meeting has been requested under section 7.2(a), the Parties agree to meet and discuss the Performance Factors within fourteen Days of the Date of the Notice, in accordance with the provisions of section 7.3. PICB may be included in any such meeting at the request of either Party.

7.3 Performance Meetings. During a meeting on performance, the Parties will:

(a) discuss the causes of a Performance Factor;

(b) discuss the impact of a Performance Factor on the local health system and the risk resulting from non-performance; and

(c) determine the steps to be taken to remedy or mitigate the impact of the Performance Factor (the "Performance Improvement Process").

7.4 The Performance Improvement Process.

(a) The Performance Improvement Process will focus on the risks of non-performance and problem-solving. It may include one or more of the following actions:

(1) a requirement that the HSP develop and implement an improvement plan that is acceptable to the LHIN;
(2) the conduct of a Review;
(3) a revision and amendment of the HSP's obligations; and
(4) an in-year, or year end, adjustment to the Funding,

among other possible means of responding to the Performance Factor or improving performance.

(b) Any performance improvement process begun under a prior service accountability agreement that was not completed under the prior agreement will continue under this Agreement. Any performance improvement required by a LHIN under a prior service accountability agreement will be deemed to be a requirement of this Agreement until fulfilled or waived by the LHIN.

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ARTICLE 8.0 - REPORTING, ACCOUNTING AND REVIEW

8.1 Reporting.

(a) **Generally.** The LHIN's ability to enable its local health system to provide appropriate, co-ordinated, effective and efficient health services as contemplated by LHSIA, is heavily dependent on the timely collection and analysis of accurate information. The HSP acknowledges that the timely provision of accurate information related to the HSP, its Residents and its performance of its obligations under this Agreement, is under the HSP's control.

(b) **Specific Obligations**. The HSP

(1) will provide to the LHIN, or to such other entity as the LHIN may direct, in the form and within the time specified by the LHIN, the Reports other than personal health information as defined in section 31 (5) of the CFMA, that (1) the LHIN requires for the purposes of exercising its powers and duties under this Agreement, LHSIA or for the purposes that are prescribed under LHSIA, or (2) may be requested under the CFMA;

(2) will comply with the applicable reporting standards and requirements in both Chapter 9 of the Ontario Healthcare Reporting Standards and the RAI MDS Tools;

(3) will fulfil the specific reporting requirements set out in Schedule C;

(4) will ensure that every Report is complete, accurate, signed on behalf of the HSP by an authorized signing officer where required and provided in a timely manner and in a form satisfactory to the LHIN; and

(5) agrees that every Report submitted by or on behalf of the HSP, will be deemed to have been authorized by the HSP for submission.

(c) **RAI MDS.** Without limiting the foregoing, the HSP

(1) will conduct quarterly assessments of Residents, and all other assessments of Residents required by the RAI MDS Tools, using the RAI MDS Tools;

(2) will ensure that the RAI MDS Tools are used correctly to produce an accurate assessment of the HSP's Residents (RAI MDS Data);

(3) will submit the RAI MDS Data to the Canadian Institute for Health Information in an electronic format at least quarterly in accordance with the submission guidelines set out by CIHI; and

(4) acknowledges that if used incorrectly, the RAI MDS Tools can increase Funding beyond that to which the HSP would otherwise be entitled. The HSP will therefore have systems in place to regularly monitor, evaluate and where necessary correct the quality and accuracy of the RAI MDS Data.

(d) **Health Quality Ontario.** The HSP will work with Health Quality Ontario and other providers to advance the quality agenda and align quality improvement efforts across the local health care system; and, will submit a report to the LHIN that outlines how the HSP has done so. Without limiting the foregoing, the HSP will submit a Quality Improvement Plan to Health Quality Ontario that is aligned with this Agreement and supports local health system priorities.

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(e) **French Language Services.** If the HSP is required to provide services to the public in French under the provisions of the *French Language Services Act*, the HSP will be required to submit a French language services report to the LHIN. If the HSP is not required to provide services to the public in French under the provisions of the *French Language Service Act*, it will be required to provide a report to the LHIN that outlines how the HSP addresses the needs of its local Francophone community.

(f) **Declaration of Compliance.** On or before March 1 of each Funding Year, the Board will issue a Compliance Declaration declaring that the HSP has complied with the terms of this Agreement. The form of the declaration is set out in Schedule E and may be amended from time to time through the term of this Agreement.

(g) **Financial Reductions.** Notwithstanding any other provision of this Agreement, and at the discretion of the LHIN, the HSP may be subject to a financial reduction if any of the Reports are received after the due date, are incomplete, or are inaccurate where the errors or delay were not as a result of either LHIN actions or inaction or the actions or inactions of persons acting on behalf of the LHIN. If assessed, the financial reduction will be taken from funding designated for this purpose in Schedule B as follows:

(1) if received within 7 days after the due date, incomplete or inaccurate, the financial penalty will be the greater of (1) a reduction of 0.02 percent (0.02%) of the Funding; or (2) two hundred and fifty dollars ($250.00), and

(2) for every full or partial week of non-compliance thereafter, the rate will be one half of the initial reduction.

8.2 Reviews.

(a) During the term of this Agreement and for seven years after the term of this Agreement, the HSP agrees that the LHIN or its authorized representatives may conduct a Review of the HSP to confirm the HSP's fulfillment of its obligations under this Agreement. For these purposes the LHIN or its authorized representatives may, upon twenty-four hours' Notice to the HSP and during normal business hours enter the HSP's premises to:

(1) inspect and copy any financial records, invoices and other finance-related documents, other than personal health information as defined in section 31(5) of the CFMA, in the possession or under the control of the HSP which relate to the Funding or otherwise to the Services, and

(2) inspect and copy non-financial records, other than personal health information as defined in section 31(5) of the CFMA, in the possession or under the control of the HSP which relate to the Funding, the Services or otherwise to the performance of the HSP under this Agreement.

(b) The cost of any Review will be borne by the HSP if the Review (1) was made necessary because the HSP did not comply with a requirement under the Act or this Agreement; or (2) indicates that the HSP has not fulfilled its obligations under this Agreement, including its obligations under Applicable Law or Applicable Policy.

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(c) To assist in respect of the rights set out in (b) above the HSP shall disclose any information requested by the LHIN or its authorized representatives, and shall do so in a form requested by the LHIN or its authorized representatives.

(d) The HSP may not commence a proceeding for damages or otherwise against any person with respect to any act done or omitted to be done, any conclusion reached or report submitted that is done in good faith in respect of a Review.

(e) HSP's obligations under this section 8.2 will survive any termination or expiration of this Agreement.

8.3 Document Retention and Record Maintenance. The HSP will

(a) retain all records (as that term is defined in FIPPA) related to the HSP's performance of its obligations under this Agreement for seven (7) years after the termination or expiration of the term of this Agreement. The HSP's obligations under this section will survive any termination or expiry of this Agreement;

(b) keep all financial records, invoices and other finance-related documents relating to the Funding or otherwise to the Services in a manner consistent with either generally accepted accounting principles or international financial reporting standards as advised by the HSP's auditor; and

(c) keep all non-financial documents and records relating to the Funding or otherwise to the Services in a manner consistent with all Applicable Law.

8.4 Disclosure of Information.

(a) **FIPPA**. The HSP acknowledges that the LHIN is bound by FIPPA and that any information provided to the LHIN in connection with this Agreement may be subject to disclosure in accordance with FIPPA.

(b) **Confidential Information**. The Parties will treat Confidential Information as confidential and will not disclose Confidential Information except with the consent of the disclosing Party or as permitted or required under FIPPA, the *Municipal Freedom of Information and Protection of Privacy Act*, the *Personal Health Information Protection Act, 2004*, the Act, court order, subpoena or other Applicable Law. Notwithstanding the foregoing, the LHIN may disclose information that it collects under this Agreement in accordance with LHSIA and the CFMA.

8.5 Transparency. The HSP will post a copy of this Agreement and each Compliance Declaration submitted to the LHIN during the term of this Agreement in a conspicuous and easily accessible public place at the Home and on its public website if the HSP operates a public website.

8.6 Auditor General. For greater certainty the LHIN's rights under this article are in addition to any rights provided to the Auditor General under the *Auditor General Act* (Ontario).

ARTICLE 9.0 - ACKNOWLEDGEMENT OF LHIN SUPPORT

9.1 Publication. For the purposes of this Article 9, the term "publication" means any material on or concerning the Services that the HSP makes available to the public,

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regardless of whether the material is provided electronically or in hard copy. Examples include a web-site, an advertisement, a brochure, promotional documents and a report. Materials that are prepared by the HSP in order to fulfil its reporting obligations under this Agreement are not included in the term "publication".

9.2 Acknowledgment of Funding Support.

(a) The HSP agrees all publications will include

(1) an acknowledgment of the Funding provided by the LHIN and the Government of Ontario. Prior to including an acknowledgement in any publication, the HSP will obtain the LHIN's approval of the form of acknowledgement. The LHIN may, at its discretion, decide that an acknowledgement is not necessary; and

(2) a statement indicating that the views expressed in the publication are the views of the HSP and do not necessarily reflect those of the LHIN or the Government of Ontario.

(b) The HSP shall not use any insignia or logo of Her Majesty the Queen in right of Ontario, including those of the LHIN, unless it has received the prior written permission of the LHIN to do so.

ARTICLE 10.0 - REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 General. The HSP represents, warrants and covenants that:

(a) it is, and will continue for the term of this Agreement to be, a validly existing legal entity with full power to fulfill its obligations under this Agreement;

(b) it has the experience and expertise necessary to carry out the Services;

(c) it holds all permits, licences, consents intellectual property rights and authorities necessary to perform its obligations under this Agreement;

(d) all information that the HSP provided to the LHIN in its Planning Submission or otherwise in support of its application for funding was true and complete at the time the HSP provided it, and will, subject to the provision of Notice otherwise, continue to be true and complete for the term of this Agreement;

(e) it has not and will not for the term of this Agreement, enter into a non-arm's transaction that is prohibited by the Act; and

(f) it does, and will continue for the term of this Agreement to, operate in compliance with all Applicable Law and Applicable Policy.

10.2 Execution of Agreement. The HSP represents and warrants that:

(a) it has the full power and authority to enter into this Agreement; and

(b) it has taken all necessary actions to authorize the execution of the Agreement.

10.3 Governance.

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(a) The HSP represents, warrants and covenants that it has established, and will maintain for the period during which this Agreement is in effect, policies and procedures:

(1) that set out a code of conduct for, and that identify, the ethical obligations of HSP's Personnel and Volunteers;
(2) to ensure the ongoing effective functioning of the HSP;
(3) for effective and appropriate decision-making;
(4) for effective and prudent risk-management, including the identification and management of potential, actual and perceived conflicts of interest;
(5) for the prudent and effective management of the Funding;
(6) to monitor and ensure the accurate and timely fulfillment of the HSP's obligations under this Agreement and compliance with the Act and LHSIA;
(7) to enable the preparation, approval and delivery of all Reports; and
(8) to address complaints about the provision of Services, the management or governance of the HSP; and
(9) to deal with such other matters as the HSP considers necessary to ensure that the HSP carries out its obligations under this Agreement.

(b) The HSP represents and warrants that it:

(1) has, or will have within 60 days of the execution of this Agreement, a Performance Agreement with its CEO.
(2) will take all reasonable care to ensure that its CEO complies with the Performance Agreement; and
(3) will enforce the HSP's rights under the Performance Agreement.

10.4 Funding, Services and Reporting. The HSP represents warrants and covenants that:

(a) the Funding is, and will continue to be, used only to provide the Services in accordance with the terms of this Agreement:

(b) the Services are and will continue to be provided:

(1) by persons with the expertise, professional qualifications, licensing and skills necessary to complete their respective tasks; and
(2) in compliance with Applicable Law and Applicable Policy; and

(c) every Report is, and will continue to be, accurate and in full compliance with the provisions of this Agreement, including any particular requirements applicable to the Report.

10.5 Supporting Documentation. Upon request, the HSP will provide the LHIN with proof of the matters referred to in this Article.

ARTICLE 11.0 - LIMITATION OF LIABILITY, INDEMNITY & INSURANCE

11.1 Limitation of Liability. The Indemnified Parties will not be liable to the HSP or any of the HSP's Personnel and Volunteers for costs, losses, claims, liabilities and damages howsoever caused arising out of or in any way related to the Services or otherwise in connection with this Agreement, unless caused by the negligence or wilful act of any of

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the Indemnified Parties.

11.2 **Same.** For greater certainty and without limiting section 11.1, the LHIN is not liable for how the HSP and the HSP's Personnel and Volunteers carry out the Services and is therefore not responsible to the HSP for such Services. Moreover the LHIN is not contracting with or employing any HSP's Personnel and Volunteers to carry out the terms of this Agreement. As such, it is not liable for contracting with, employing or terminating a contract with or the employment of any HSP's Personnel and Volunteers required to carry out this Agreement, nor for the withholding, collection or payment of any taxes, premiums, contributions or any other remittances due to government for the HSP's Personnel and Volunteers required by the HSP to carry out this Agreement.

11.3 **Indemnification.** The HSP hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant costs), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, the "Claims"), by whomever made, sustained, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the HSP or the HSP's Personnel and Volunteers in the course of the performance of the HSP's obligations under, or otherwise in connection with, this Agreement, unless caused by the negligence or wilful misconduct of any Indemnified Parties.

11.4 **Insurance.**

(a) **Generally.** The HSP shall protect itself from and against all claims that might arise from anything done or omitted to be done by the HSP and the HSP's Personnel and Volunteers under this Agreement and more specifically all claims that might arise from anything done or omitted to be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use of property is caused.

(b) **Required Insurance.** The HSP will put into effect and maintain, 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 in the business of the HSP would maintain including, but not limited to, the following at its own expense.

(1) **Commercial General Liability Insurance.** Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than two million dollars per occurrence and not less than two million dollars products and completed operations aggregate. The policy will include the following clauses:

A. The Indemnified Parties as additional insureds,
B. Contractual Liability,
C. Cross-Liability,
D. Products and Completed Operations Liability,
E. Employers Liability and Voluntary Compensation unless the HSP complies with the Section below entitled "Proof of WSIA Coverage,
F. Tenants Legal Liability (for premises/building leases only),

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G. Non-Owned automobile coverage with blanket contractual coverage for hired automobiles, and
H. A thirty-Day written notice of cancellation, termination or material change.

(2) Proof of WSIA Coverage. Unless the HSP put into effect and maintains Employers Liability and Voluntary Compensation as set out above, the HSP will provide the LHIN with a valid Workplace Safety and Insurance Act, 1997 (WSIA) Clearance Certificate and any renewal replacements, and will pay all amounts required to be paid to maintain a valid WSIA Clearance Certificate throughout the term of this Agreement.

(3) All Risk Property Insurance on property of every description, for the term, providing coverage to a limit of not less than the full replacement cost, including earthquake and flood. All reasonable deductibles and self-insured retentions are the responsibility of the HSP.

(4) Comprehensive Crime insurance, Disappearance, Destruction and Dishonest coverage.

(5) Errors and Omissions Liability Insurance insuring liability for errors and omissions in the provision of any professional services as part of the Services or failure to perform any such professional services, in the amount of not less than two million dollars per claim and in the annual aggregate.

(c) **Certificates of Insurance.** The HSP will provide the LHIN with proof of the insurance required by this Agreement in the form of a valid certificate of insurance that references this Agreement and confirms the required coverage, on or before the commencement of this Agreement, and renewal replacements on or before the expiry of any such insurance. Upon the request of the LHIN, a copy of each insurance policy shall be made available to it. The HSP shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract.

ARTICLE 12.0 - TERMINATION

12.1 Termination by the LHIN.

(a) **Immediate Termination.** The LHIN may terminate this Agreement immediately upon giving Notice to the HSP if:

(1) the HSP is unable to provide or has discontinued the Services in whole or in part or the HSP ceases to carry on business;

(2) the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;

(3) the LHIN is directed, pursuant to the Act, to terminate this Agreement by the Minister or the Director;

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(4) the Home has been closed in accordance with the Act; or

(5) as provided for in section 4.6, the LHIN does not receive the necessary funding from the MOHLTC.

(b) **Termination in the Event of Financial Difficulties.** If the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver the LHIN will consult with the Director before determining whether this Agreement will be terminated. If the LHIN terminates this Agreement because a person has exercised a security interest as contemplated by section 107 of the Act, the LHIN would expect to enter into a service accountability agreement with the person exercising the security interest or the receiver or other agent acting on behalf of that person where the person has obtained the Director's approval under section 110 of the Act and has met all other relevant requirements of Applicable Law.

(c) **Opportunity to Remedy Material Breach.** If an HSP breaches any material provision of this Agreement, including, but not limited to, the reporting requirements in Article 8 and the representations and warranties in Article 10 and the breach has not been satisfactorily resolved under Article 7, the LHIN will give the HSP Notice of the particulars of the breach and of the period of time within which the HSP is required to remedy the breach. The Notice will advise the HSP that the LHIN will terminate this Agreement:

(1) at the end of the Notice period provided for in the Notice if the HSP fails to remedy the breach within the time specified in the Notice; or

(2) prior to the end of the Notice period provided for in the Notice if it becomes apparent to the LHIN that the HSP cannot completely remedy the breach within that time or such further period of time as the LHIN considers reasonable, or the HSP is not proceeding to remedy the breach in a way that is satisfactory to the LHIN; and

the LHIN may then terminate this Agreement in accordance with the Notice.

12.2 Termination of Services by the HSP.

(a) Except as provided in 12.2(b) and (c) below, the HSP may terminate this Agreement at any time, for any reason, upon giving the LHIN at least six months' Notice.

(b) Where the HSP intends to cease providing the Services and close the Home, the HSP will provide Notice to the LHIN at the same time the HSP is required to provide notice to the Director under the Act. The HSP will ensure that the closure plan required by the Act is acceptable to the LHIN.

(c) Where the HSP intends to cease providing the Services as a result of an intended sale or transfer of a License in whole or in part, the HSP will comply with section 6.3 of this Agreement. Notice under section 27 of LHSIA will not be effective unless accompanied by a transition plan that is acceptable to the LHIN, if such a transition plan is requested pursuant to section 6.3.

12.3 Consequences of Termination.

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(a) If this Agreement is terminated pursuant to this Article, the LHIN may:

(1) cancel all further Funding instalments;
(2) demand the repayment of any Funding remaining in the possession or under the control of the HSP;
(3) determine the HSP's reasonable costs to wind down the Services; and
(4) permit the HSP to offset the costs determined pursuant to section (3), against the amount owing pursuant to section (2).

(b) Despite (a), if the cost determined pursuant to section 12.3(a) (3) exceeds the Funding remaining in the possession or under the control of the HSP the LHIN will not provide additional monies to the HSP to wind down the Services.

12.4 Effective Date. Termination under this Article will take effect as set out in the Notice.

12.5 Corrective Action. Despite its right to terminate this Agreement pursuant to this Article, the LHIN may choose not to terminate this Agreement and may take whatever corrective action it considers necessary and appropriate, including suspending Funding for such period as the LHIN determines, to ensure the successful completion of the Services in accordance with the terms of this Agreement.

ARTICLE 13.0 - NOTICE

13.1 Notice. A Notice will be in writing, delivered personally, by pre-paid courier, or sent by facsimile or email with confirmation of receipt, or by any form of mail where evidence of receipt is provided by the post office. When a Notice is sent by email, a confirmation of receipt shall include acknowledgment by the Notice recipient of an automated request for receipt, or a written email reply from the Notice recipient acknowledging receipt. A Notice will be addressed to the other Party as provided below or as either Party will later designate to the other in writing:

To the LHIN:	To the HSP:
South East Local Health Integration Network 71 Adam Street Belleville, ON K8N 5K3	County of Frontenac 2069 Battersea Road Glenburnie, ON K0H 1S0
Attention: Paul Huras, CEO	Attention: Kelly Pender, CAO
Email: paul.huras@lhins.on.ca Fax: 613-967-1341 Telephone: 613-967-0196	Email: kpender@frontenaccounty.ca Fax: 613-548-8460 Telephone: 613-548-9400

13.2 Notices Effective From. A Notice will be effective at the time the delivery is made if the Notice is delivered personally or by pre-paid courier. If delivered by mail, a Notice will be effective five business days after the day it was mailed. A Notice that is delivered by facsimile or by email will be effective when its receipt is acknowledged as required by this Article.

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ARTICLE 14.0 - INTERPRETATION

14.1 **Interpretation**. In the event of a conflict or inconsistency in any provision of this Agreement, the main body of this Agreement will prevail over the Schedules.

14.2 **Jurisdiction**. Where this Agreement requires compliance with the Act, the Director will determine compliance and advise the LHIN. Where the Act requires compliance with this Agreement, the LHIN will determine compliance and advise the Director.

14.3 **Determinations by the Director**. All determinations required by the Director under this Agreement are subject to an HSP's rights of review and appeal under the Act.

14.4 **The Act**. For greater clarity, nothing in this Agreement supplants or otherwise excuses the HSP from the fulfillment of any requirements of the Act. The HSP's obligations in respect of LHSIA and this Agreement are separate and distinct from the HSP's obligations under the Act.

ARTICLE 15.0 - ADDITIONAL PROVISIONS

15.1 **Currency**. All payment to be made by the LHIN or the HSP under this Agreement shall be made in the lawful currency of Canada.

15.2 **Invalidity or Unenforceability of Any Provision**. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement and any invalid or unenforceable provision will be deemed to be severed.

15.3 **Terms and Conditions on Any Consent**. Any consent or approval that the LHIN may grant under this Agreement is subject to such terms and conditions as the LHIN may reasonably require.

15.4 **Waiver**. A Party may only rely on a waiver of the Party's failure to comply with any term of this Agreement if the other Party has provided a written and signed Notice of waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

15.5 **Parties Independent**. The Parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either Party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither Party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other Party to any other person or entity, nor with respect to any other action of the other Party.

15.6 **LHIN is an Agent of the Crown**. The Parties acknowledge that the LHIN is an agent of the Crown and may only act as an agent of the Crown in accordance with the provisions of LHSIA. Notwithstanding anything else in this Agreement, any express or implied reference to the LHIN providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or

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contingent liabilities of the LHIN or of Ontario, whether at the time of execution of this Agreement or at any time during the term of this Agreement, will be void and of no legal effect.

15.7 **Express Rights and Remedies Not Limited**. The express rights and remedies of the LHIN are in addition to and will not limit any other rights and remedies available to the LHIN at law or in equity. For further certainty, the LHIN has not waived any provision of any applicable statute, including the Act, LHSIA and the CFMA, nor the right to exercise its right under these statutes at any time.

15.8 **No Assignment.** The HSP will not assign either this Agreement or the Funding in whole or in part, directly or indirectly, without the prior written consent of the LHIN which consent shall not be unreasonably withheld. No assignment or subcontract shall relieve the HSP from its obligations under this Agreement or impose any liability upon the LHIN to any assignee or subcontractor. The LHIN may assign this Agreement or any of its rights and obligations under this Agreement to any one or more of the LHINs or to the MOHLTC.

15.9 **Governing Law.** This Agreement and the rights, obligations and relations of the Parties hereto will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any litigation arising in connection with this Agreement will be conducted in Ontario unless the Parties agree in writing otherwise.

15.10 **Survival.** The provisions in Articles 1.0, 5.0, 8.0, 11.0, 13.0, 14.0 and 15.0 and sections 2.4, 4.6, 10.4, 10.5 and 12.3 will continue in full force and effect for a period of seven years from the date of expiry or termination of this Agreement.

15.11 **Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.

15.12 **Amendment of Agreement.** This Agreement may only be amended by a written agreement duly executed by the Parties.

15.13 **Counterparts.** This 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.

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ARTICLE 16.0 - ENTIRE AGREEMENT

16.1 Entire Agreement. This Agreement together with the appended Schedules constitutes the entire Agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

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

SOUTH EAST LOCAL HEALTH INTEGRATION NETWORK

By:

_____ _____

Donna Segal, Chair Date

And by

_____ _____

Paul Huras, CEO Date

County of Frontenac

By:

_____ _____

Kelly Pender, CAO Date
I have authority to bind the HSP

And by

_____ _____

Lisa Hirvi, Interim Administrator Date
I have authority to bind the HSP

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2016-2019 Description of Home and Services

LTCH Name: Fairmount Home for the Aged

A.1 General Information			
LTCH Legal Name / Licencee	Fairmount Home For the Aged		
LTCH Common Name	Fairmount Home		
LTCH Facility ID Number LTCH Facility (master number for RAI MDS)	H11094		
Address	2069 Battersea Road		
City	Glenburnie	Postal Code	K0H 1S0
Geography served (catchment area)	Kingston, Frontenac, Lennox & Addington		
Accreditation organization	Accreditation Canada		
Date of Last Accreditation	2015	Year(s) Awarded	4 Year Exemplary Award

A.2 Licensed or Approved Beds & Classification / Bed Type

Bed Types	Total # of Beds					Term of Licence	Comments/Additional Information
	A	B	C	D	New		
Regular Long Stay Beds	128						
Convalescent Care Beds							
Respite Beds							
Beds in Abeyance							
ELDCAP Beds							
Interim Beds							
Veterans' Priority Access beds							
Other beds *							
Sub Total # all Bed Types							
Total # all Bed Types	128						

*Other beds available under a Temporary Emergency Licence or Short-Term Authorization

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2016-2019 Description of Home and Services

LTCH Name: Fairmount Home for the Aged

A.3 Structural Information

Type of Room *(this refers to structural layout rather than what is charged in accommodations)*

Number of rooms with 1 bed	100	Number of rooms with 2 beds	14	Number of Floors	2
Number of rooms with 3 beds	0	Number of rooms with 4 beds	0	Total # Rooms	114

Original Construction Date (Year)	1968
Renovations: Please list year and details (unit/resident home area, design standards, # beds, reason for renovating)	1) 2002- 2004 redevelopment to meet Class A Standard 2) 3) 4)

Number of Units/Resident Home Areas and Beds

Unit/Resident Home Area	*Number of Beds*
1North – secure	**32**
1South	**32**
2North	**32**
2South	**32**

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Schedule B

Additional Terms and Conditions Applicable to the Funding Model

1.0 Background. The LHINs provide subsidy funding to long-term care home health service providers pursuant to a funding model set by MOHLTC. The current model provides estimated per diem funding that is subsequently reconciled. The current funding model is under review and may change during the Term (as defined below). As a result, and for ease of amendment during the Term, this Agreement incorporates certain terms and conditions that relate to the funding model in this Schedule B.

2.0 Additional Definitions. Any terms not otherwise defined in this Schedule have the same meaning attributed to them in the main body of this Agreement. The following terms have the following meanings:

"**Approved Funding**" means the allowable subsidy for the Term determined by reconciling the Estimated Provincial Subsidy (as defined below) in accordance with Applicable Law and Applicable Policy

"**Construction Funding Subsidy**" or **"CFS"** means the funding that the MOHLTC agreed to provide, or to ensure the provision of, to the HSP, in an agreement for the construction, development, redevelopment, retrofitting or upgrading of beds (a "**Development Agreement**").

"**CFS Commitments**" means

(a) commitments of the HSP related to a Development Agreement, identified in Schedule A of the service agreement in respect of the Home, in effect between the HSP and the LHIN on June 30, 2010, and

(b) commitments of the HSP identified in a Development Agreement in respect of beds that were developed or redeveloped and opened for occupancy after June 30, 2010, (including, without limitation, any commitments set out in the HSP's Application as defined in the Development Agreement, and any conditions agreed to in the Development Agreement in respect of any permitted variances from standard design standards.)

"**Envelope**" is a portion of the Estimated Provincial Subsidy that is designated for a specific use. There are four Envelopes in the Estimated Provincial Subsidy as follows:

(a) the "Nursing and Personal Care" Envelope;
(b) the "Program and Support Services" Envelope;
(c) the "Raw Food" Envelope; and
(d) the "Other Accommodation" Envelope.

"**Estimated Provincial Subsidy**" means the estimated provincial subsidy calculated in accordance with Applicable Policy.

"Reconciliation Reports" means the reports required by Applicable Policy including the Long-term Care Home Annual Report and, the In-Year Revenue/Occupancy Report.

"Term" means the term of this Agreement.

3.0 Provision of Funding.

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3.1 In each Funding Year, the LHIN shall advise the HSP of the amount of its Estimated Provincial Subsidy. The amount of the Estimated Provincial Subsidy shall be calculated on both a monthly basis and an annual basis and will be allocated among the Envelopes and other funding streams applicable to the HSP, including the CFS.

3.2 The Estimated Provincial Subsidy shall be provided to the HSP on a monthly basis in accordance with the monthly calculation described in 3.1 and otherwise in accordance with this Agreement. Payments will be made to the HSP on or about the twenty-second (22nd) day of each month of the Term.

3.3 CFS will be provided as part of the Estimated Provincial Subsidy and in accordance with the terms of the Development Agreement and Applicable Policy. This obligation survives any termination of this Agreement.

4.0 Use of Funding.

4.1 Unless otherwise provided in this Schedule B, the HSP shall use All Funding allocated for a particular Envelope only for the use or uses set out in the Applicable Policy.

4.2 The HSP shall not transfer any portion of the Estimated Provincial Subsidy in the "Raw Food" Envelope to any other Envelope.

4.3 The HSP may transfer all or any of the part of the Estimated Provincial Subsidy for the Other Accommodation Envelope to any other Envelope without the prior written approval of the LHIN, provided that the HSP has complied with the standards and criteria for the "Other Accommodation" Envelope as set out in Applicable Policy.

4.4 The HSP may transfer any part of the Estimated Provincial Subsidy in the (a) Nursing and Personal Care" Envelope; or (b) the "Program and Support Services Envelope; to any Envelope other than the Other Accommodation Envelope without the prior written approval of the LHIN provided that the transfer is done in accordance with Applicable Policy.

4.5 In the event that a financial reduction is determined by the LHIN, the financial reduction will be applied against the portion of the Estimated Provincial Subsidy in the "Other Accommodation" Envelope.

5.0 Construction Funding Subsidies.

5.1 Subject to 5.2 and 5.3 the HSP is required to continue to fulfill all CFS Commitments, and the CFS Commitments are hereby incorporated into and deemed part of the Agreement.

5.2 The HSP is not required to continue to fulfill CFS Commitments that the MOHLTC has agreed in writing: (i) have been satisfactorily fulfilled; or (ii) are no longer required to be fulfilled; and the HSP is able to provide the LHIN with a copy of such written agreement.

5.3 Where this Agreement establishes or requires a service requirement that surpasses

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the service commitment set out in the CFS Commitments, the HSP is required to comply with the service requirements in this Agreement.

5.4 MOHLTC is responsible for monitoring the HSP's on-going compliance with the CFS Commitments. Notwithstanding the foregoing, the HSP agrees to certify its compliance with the CFS Commitments when requested to do so by the LHIN.

6.0 Reconciliation.

6.1 The HSP shall complete the Reconciliation Reports and submit them to MOHLTC in accordance with Schedule C. The Reconciliation Reports shall be in such form and containing such information as required by Applicable Policy or as otherwise required by the LHIN pursuant this Agreement.

6.2 The Estimated Provincial Subsidy provided by the LHIN under section 3.0 of this Schedule shall be reconciled by the LHIN in accordance with Applicable Law and Applicable Policy to produce the Approved Funding.

6.3 In accordance with the Applicable Law and Applicable Policy, if the Estimated Provincial Subsidy paid to the HSP exceeds the Approved Funding for any period, the excess is a debt due and owing by the HSP to the Crown in right of Ontario which shall be paid by the HSP to the Crown in right of Ontario and, in addition to any other methods available to recover the debt, the LHIN may deduct the amount of the debt from any subsequent amounts to be provided by the LHIN to the HSP. If the Estimated Provincial Subsidy paid for any period is less than the Approved Funding, the LHIN shall provide the difference to the HSP.

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Schedule C – Reporting Requirements

1. In-Year Revenue/Occupancy Report	
Reporting Period	**Estimated Due Dates[1]**
2016 – Jan 01-16 to Sept 30-16	By October 15, 2016
2017 – Jan 01-17 to Sept 30-17	By October 15, 2017
2018 – Jan 01-18 to Sept 30-18	By October 15, 2018
2. Long-Term Care Home Annual Report	
Reporting Period	**Estimated Due Dates[1]**
2016 – Jan 01-16 to Dec 31-16	By September 30, 2017
2017 – Jan 01-17 to Dec 31-17	By September 30, 2018
2018 – Jan 01-18 to Dec 31-18	By September 30, 2019
3. French Language Services Report	
Fiscal Year	**Due Dates**
2016-17 – Apr 01-16 to March 31-17	April 28, 2017
2017-18 – Apr 01-17 to March 31-18	April 30, 2018
2018-19 – Apr 01-18 to March 31-19	April 30, 2019
4. OHRS/MIS Trial Balance Submission	
2016-2017	**Due Dates (Must pass 3c Edits)**
Q2 – Apr 01-16- to Sept 30-16 (Fiscal Year) Q2 – Jan 01-16 to Jun 30-16 (Calendar Year)	October 31, 2016
Q3 – Apr 01-16- to Dec 31-16 (Fiscal Year) Q3 – Jan 01-16 to Sept 30-16 (Calendar Year)	January 31, 2017 – Optional Submission
Q4 – Apr 01-16- to March 31-17 (Fiscal Year) Q4 – Jan 01-16 to Dec 31-16 (Calendar Year)	May 31, 2017
2017-2018	**Due Dates (Must pass 3c Edits)**
Q2 – Apr 01-17 to Sept 30-17 (Fiscal Year) Q2 – Jan 01-17 to June 30-17 (Calendar Year)	October 31, 2017
Q3 – Apr 01-17 to Dec 31-17 (Fiscal Year) Q3 – Jan 01-17 to Sept 30-17 (Calendar Year)	January 31, 2018 – Optional Submission
Q4 – Apr 01-17 to March 31-18 (Fiscal Year) Q4 – Jan 01-17 to Dec 31-17 (Calendar Year)	May 31, 2018
2018-2019	**Due Dates (Must pass 3c Edits)**
Q2 – Apr 01-18 to Sept 30-18 (Fiscal Year) Q2 – Jan 01-18 to June 20-18 (Calendar Year)	October 31, 2018
Q3 – Apr 01-18 to Dec 31-18 (Fiscal Year) Q3 – Jan 01-18 to Sep 30-18 (Calendar Year)	January 31, 2019 – Optional Submission
Q4 – Apr 01-18 to March 31-19 (Fiscal Year) Q4 – Jan 01-18 to Dec 31-18 (Calendar Year)	May 31, 2019
5. Compliance Declaration	
Funding Year	**Due Dates**
January 1, 2016 – December 31, 2016	March 1, 2017
January 1, 2017 – December 31, 2017	March 1, 2018
January 1, 2018 – December 31, 2018	March 1, 2019

[1] These are estimated dates provided by the MOHLTC and are subject to change. If the due date falls on a weekend, reporting will be due the following business day.

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Schedule C – Reporting Requirements Cont'd

6. Continuing Care Reporting System (CCRS)/RAI MDS	
Reporting Period	**Estimated Final Due Dates[1]**
2016-2017 Q1	August 31, 2016
2016-2017 Q2	November 30, 2016
2016-2017 Q3	February 28, 2017
2016-2017 Q4	May 31, 2017
2017-2018 Q1	August 31, 2017
2017-2018 Q2	November 30, 2017
2017-2018 Q3	February 28, 2018
2017-2018 Q4	May 31, 2018
2018-2019 Q1	August 31, 2018
2018-2019 Q2	November 30, 2018
2018-2019 Q3	February 28, 2019
2018-2019 Q4	May 31, 2019
7. Staffing Report	
Reporting Period	**Estimated Due Dates[1]**
January 1, 2016 – December 31, 2016	July 7, 2017
January 1, 2017 – December 31, 2017	July 6, 2018
January 1, 2018 – December 31, 2018	July 5, 2019
8. Quality Improvement Plan *(submitted to Health Quality Ontario (HQO) with a copy sent to the LHIN)*	
Planning Period	**Due Dates**
April 1, 2016 – March 31, 2017	April 1, 2016
April 1, 2017 – March 31, 2018	April 1, 2017
April 1, 2018 – March 31, 2019	April 1, 2018

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Schedule D – Performance

1.0 Performance Indicators

The HSP's delivery of the Services will be measured by the following Indicators, Targets and where applicable Performance Standards. In the following table:
n/a means 'not-applicable', that there is no defined Performance Standard for the indicator for the applicable year.
tbd means a Target, and a Performance Standard, if applicable, will be determined during the applicable year.

INDICATOR CATEGORY	INDICATOR P=Performance Indicator E=Explanatory Indicator	2016/17 Performance	
		Target	Standard
Organizational Health and Financial Indicators	Debt Service Coverage Ratio (P)	1	≥1
	Total Margin (P)	0	≥0
	Please indicate here if you wish to have your DSCR calculated at a corporate level		
Coordination and Access Indicators	Average Long-Stay Occupancy / Average Long-Stay Utilization (E)	n/a	n/a
	Wait Time from CCAC Determination of Eligibility to LTC Home Response (E)	n/a	n/a
	Long-Term Care Home Refusal Rate (E)	n/a	n/a
Quality and Resident Safety Indicators	Percentage of Residents Who Fell in the Last 30 days (E)	n/a	n/a
	Percentage of Residents Whose Pressure Ulcer Worsened (E)	n/a	n/a
	Percentage of Residents on Antipsychotics Without a Diagnosis of Psychosis (E)	n/a	n/a
	Percentage of Residents in Daily Physical Restraints (E)	n/a	n/a

2.0 LHIN-Specific Performance Obligations

Name	Objective to be achieved/ demonstrated	Measure	Reporting Protocol	Reporting Requirements
In-home BSO Liaison	To assist in the development and sustainability of capacity in each LTC home, each home will be required to designate at least **one** (1) LTC staff member to act as a liaison with the BSO team. This staff member will work with the BSO team (MRT, PRC, GOC, psychiatry) to help develop capacity in each home. This liaison will work to establish a team/group within their home who deals specifically with complex residents with challenging behaviours. This does not have to be a new/separate team – we recognize that many LTC homes have groups/teams that deal specifically with complex residents with palliative care or high-intensity needs	▪ Identification of Liaison ▪ Progress made in the development of behavioral support capacity within the LTCH home	Template to be provided by the LHIN	Reporting requirements will be of an **explanatory** nature. ▪ Q2 & Q4 – Narrative report outlining the progress that has been made to date in the development of behavioral support capacity within the LTCH home.

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Name	Objective to be achieved/ demonstrated	Measure	Reporting Protocol	Reporting Requirements
Achievement of Provincial HQO Targets	To ensure consistency of care in each LTC home, each home will be required to meet Provincial HQO targets over the course of three years. The LHIN will work with each home to develop goals and target setting to achieve each of the HQO indicators. · Recent Fall % · Worsening Bladder Control % · Pressure Ulcer % · Physically Restrained % Added in 2017-18 - Chemical Restraint %	▪ 2016/2017 – evaluation and target achievement goal setting for the first year ▪ 2017/2018 – evaluation of progression towards achievement of goals (meeting or above the Provincial Average) ▪ 2018/2019 – achievement of goals (meeting or above the Provincial Average)	Template to be provided by the LHIN	Reporting requirements in 2016/2017. • If existing LTC home is not meeting Provincial Averages, a plan with goals will be put in place to achieve the provincial minimum standards over a three year time period. • If existing LTC home is not meeting the Provincial targets – a review of utilized resources will be conducted, including utilization of NLOT teams, the BSO MRT teams and other resources • LTC homes will be required to fill out the template indicating the plan for achievement of targets over a three year period. Reporting requirements in 2017/2018 • An evaluation of progression towards the achievement of Provincial Averages will be conducted utilizing template. • Submission of template will be required in Q2 and Q4 • A review of the utilization of current resources will be conducted including NLOT teams, BSO MRT and other resources. Reporting requirements in 2018/2019 • LTC homes required to achieve Provincial HQO Averages in year three. • An evaluation of achievement utilizing the submitted templates in Q2 and Q4 will be conducted A review of the utilization of current resources will be conducted including NLOT teams, BSO MRT and other resources.

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Name	Objective to be achieved/ demonstrated	Measure	Reporting Protocol	Reporting Requirements
In-home Palliative End-of-Life Care Liaison	To assist in the development and sustainability of quality palliative end-of-life care in each LTC home, each home will be required to designate at least **one** (1) LTC staff member to act as a liaison with the Hospice Palliative Care Planner at the South East LHIN. This does not have to be a member of a new/separate team – we recognize that many LTC homes have groups/teams that deal specifically wih palliative end-of-life care.	▪ Identification of Liaison. ▪ Progress made in the development and sustainability of quality palliative end-of-life care within the LTCH home. Template provided by the LHIN	Template to be provided by the LHIN	Reporting requirements will be of an **explanatory** nature. Q2 and Q4 – Narrative report outlining the progress that has been made to date in the development of quality palliative end-of-life care within the LTCH home.

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Schedule E – Form of Compliance Declaration

DECLARATION OF COMPLIANCE

Issued pursuant to the Long Term Care Service Accountability Agreement

To: **The Board of Directors** of the South East Local Health Integration Network (the "LHIN"). Attn: Board Chair.

From: **The Board of Directors** (the "Board") of the [insert name of License Holder] (the "HSP")

For: [insert name of Home] (the "Home")

Date: [insert date]

Re: [January 1, 201X – December 31, 201x] (the "Applicable Period")

The Board has authorized me, by resolution dated [insert date], to declare to you as follows:

After making inquiries of the [insert name and position of person responsible for managing the Home on a day to day basis, e.g. the Chief Executive Office or the Executive Director] and other appropriate officers of the HSP and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board's knowledge and belief, the HSP has fulfilled, its obligations under the long-term care service accountability agreement (the "Agreement") in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP confirms that

(i) it has complied with the provisions of the *Local Health System Integration Act, 2006* and with any compensation restraint legislation which applies to the HSP; and

(ii) every Report submitted by the HSP is accurate in all respects and in full compliance with the terms of the Agreement;

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the Agreement between the LHIN and the HSP effective April 1, 2016.

_____

[insert name of individual authorized by the Board to make the Declaration on the Board's behalf], [insert title]

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Schedule E – Form of Compliance Declaration Cont'd.

Appendix 1 - Exceptions

[Please identify each obligation under the LSAA that the HSP did not meet during the Applicable Period, together with an explanation as to why the obligation was not met and an estimated date by which the HSP expects to be in compliance.]

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Report 2016-030

Council Recommend Report

To: Warden and Council Members of the County of Frontenac

From: Kelly J. Pender, Chief Administrative Officer

Date of meeting: March 16, 2016

Re: Office of the CAO - Administrative Office (Old House) – Space Review and Analysis

Recommendation

Resolved That the Council of the County of Frontenac accept the Administrative Office (Old House) – Space Review and Analysis Report;

And Further select Option(s) _____ and direct the Chief Administrative Officer to prepare a more detailed analysis including costs for future consideration by Council.

Background

The Service Delivery and Organizational Review (SDOR) project completed by KPMG and approved by County Council in 2014, provided the following regarding the County administrative offices:

> "The physical work environment for the staff assigned to the Old House is not a professional office environment. Work stations are scattered throughout the various rooms of a residential house which results in a noisy and inefficient work environment."

As one of the last outstanding items identified in the SDOR, this report is intended to provide Council with a range of options moving forward.

Comment

The Old House was built in the early 1900's as the residence of Colonel A.H. Fair. It was purchased by Frontenac County Council in 1965 for $78,000 along with 19.03 acres of surrounding land. An additional $1,200,000 was also approved by Council to build accommodation for 100 residents.

Any consideration of this issue should be in the context of the following principles:

- Fiscal and financial sustainability
- Improved accessibility for all
- Improved security and confidentiality
- Improved functionality – use Lean principles to improve efficiency and reduce waste
-

Including the issue noted in the SDOR, the administration offices have 13 issues that have been identified:

1. **Accessibility**

    a. Accessible washrooms are located in the paramedic suite which would require use of the Fairmount Home elevator

    b. Accessible access to the second floor is via the Fairmount Home elevator

    c. Old door standards and turning radiuses do not meet current standards

    d. Only two main level accessible egresses (front door through the foyer and front door past the washroom.)

2. **Noise**

    a. Despite being partitioned into rooms, the open stairway and public spaces for kitchen, copying/faxing/mailing, and office supply storage area means that noise is transmitted throughout the building. This is particularly difficult for individuals working in public spaces on the first floor.

    b. Combined office space in small spaces means that confidential conversations are difficult.

3. **Washrooms**

    a. Only one small (unisex) washroom on the second floor and 2 (unisex) on the 1st floor (one is located in the Human Resources office). All do not meet current accessibility needs

    b. Lack of privacy. The main washrooms on the first and second floor are off public spaces that are used for offices. The washroom off the HR office is immediately adjacent to an office space.

4. **Staff working in public spaces**

    a. Public spaces are noisy and lack confidentiality.

5. **Security**

    a. Main Entrance reception is staffed by a single person in a separate space

b. General public is free to walk into office space when receptionist is either busy, on break or on vacation leave

6. **Shortage of meeting space**

   a. The Bud Clayton Memorial Room is regularly booked and generates noise in the common area of the first floor before, during breaks and after meetings

7. **Old House living room space (16' x 24') is under utilized**

   a. When used it often conflicts with a meeting in the Bud Clayton Memorial Room

8. **Climate control – HVAC**

   a. Air conditioning was installed in 2014, but cooling is problematic in reception area and the Bud Clayton Memorial Room due to the large amount of glass. Also problematic in the winter heating season for the same reason.

9. **Storage**

   a. Sufficient paper archive space exists in the basement of Fairmount Home to handle current and medium to long term

   b. Old House storage in basement is not suitable for perishable goods or paper products

   c. Building generally lacks dedicated space for storage (e.g., banners, supplies, etc)

10. Current office assignments result in a **lack of confidentiality/privacy**

11. **Wayfinding** – anyone not familiar with the building has difficulty navigating their way through the building or finding individuals

12. **Information Technology and Communications** – Wi-Fi and cabling are difficult

13. The Old House and Fairmount Home are on the **same septic system** which is scheduled to undergo an evaluation in 2016.

On the positive side the office is located in close proximity to the 401 and the City of Kingston which makes recruitment of staff and access to city services reasonable. Staff also note that parking, natural lighting and the new Auditorium as being positives.

The Old House is approximately 16,300 sq.ft. broken down as follows:

• Basement	4,000 sq.ft.	(unfinished – low ceiling. Mechanical + storage)
• 1st Floor	4,000 sq.ft.	(office space and common area + stairs)
• 1st Floor Addition	900 sq.ft.	(Bud Clayton Memorial Room + HR Offices)
• 1st Floor Foyer	400 sq.ft.	(Main Reception – linkage to Fairmount/FPS)
• 2nd Floor	4,000 sq.ft.	(office space and common area + stairs)
• 3rd Floor	3,000 sq.ft.	(vacant – mechanical and cabling)
• Attic (not usable)		
Total	**16,300** sq.ft.	

Of the approximately 16,300 square feet, only the first and second floors (9,300 sq.ft.) are currently usable as office/meeting space. For the 22 people working in the space, that equals approximately 420 sq.ft. per person. A typical architectural standard for office space is 175 to 250 sq.ft. per person.

Floor plans for the first and second floor are attached to the report, Schedule ‘A”.

For the full 16,300 sq.ft. of heated space this represents approximately 740 sq.ft./per person. In short, the current building is not used efficiently and if restructured could house current (and likely future) needs including office spaces, meeting rooms and washrooms.

Other issues for Council consideration:

- Although the building does not have a heritage designation, there is heritage sentiment
- The building is located in the City of Kingston. This has been an issue in the past for some members of Council.
- While the Administrative Offices house the County Administration and Planning and Economic Development, the direct administration of Fairmount and Frontenac Paramedic Services (FPS) are located in the Fairmount facility (main floor and FPS suite in the basement respectively)
- There may be financial advantages to moving FPS to leased space. This would have to be weighed against operational advantages of having senior staff located on the same site.

At the November 18, 2015 meeting of County Council, Report 2015-114 – Asset Condition Assessment was presented. The report provided a condition assessment for the Administration Offices as evaluated by the engineering firm of WSP Canada Inc. The overall condition of the building was rated as a “B”, with preventative maintenance requirements by 2020 estimated at $120,394 and an additional $92,220 by 2014.

Options for Consideration:

In order to "frame" the discussion, staff have provided eight options for Council consideration. They are as follows:

Option One
Do Nothing

Option Two
Renovate for Washroom Accessibility

Option Three
Renovate for Washroom Accessibility + Improved Reception

Option Four
Renovate for Washroom Accessibility + Improved Reception + Improved Office Productivity

Option Five
Move FPS Suite to another facility (leased) and move current second floor operations to current FPS space.
Secure or re-purpose current second floor.
Renovate washroom on first floor.

Option Six
Old House Conversion to New Use + Addition to Accommodate Accessibility and Productivity Needs

Option Seven
Old House Conversion to New Use + Move to New Site (Possibly Within County)

Option Eight
Old House De-commission + Move to New Site (Possibly Within County)

Sustainability Implications

While some issue remain, considerable progress has been made with the building envelope (windows) and HVAC (air conditioning). Further improvements could be achieved through several of the options.

Financial Implications

At this point there are no financial implications. Should Council provide direction for staff to investigate one or more options in greater detail a further report will be prepared and brought back for Council consideration.

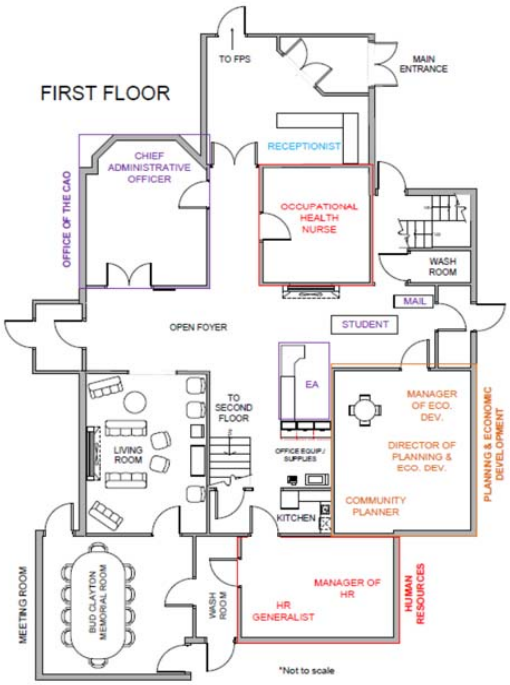
Organizations, Departments and Individuals Consulted and/or Affected

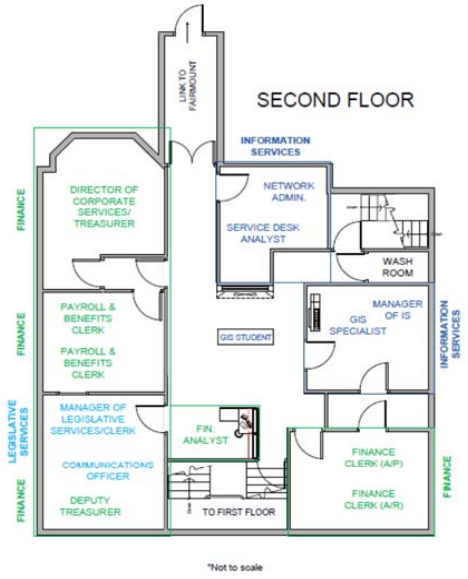
Patrick Thompson, Thompson Construction Management Services
Old House Staff

Schedule 'A' – Old House Floor Plans
First and Second Floors



County Administration, 2069 Battersea Road, Glenburnie, Ontario





Report 2015-032

Council Recommend Report

To: Warden and Members of County Council

From: Kelly Pender, Chief Administrative Officer

Prepared by: Joe Gallivan, Director of Planning and Economic Development

Date of meeting: March 16, 2016

Re: Planning and Economic Development – Frontenac County response to the Ontario Municipal Board (OMB) hearing regarding Johnson Point Draft Plan of Vacant Land Condominium – County File 10CD-2014-002

Recommendation

Resolved That the Council of the County of Frontenac receive the Planning and Economic Development – Frontenac County response to the Ontario Municipal Board (OMB) hearing regarding Johnson Point Draft Plan of Vacant Land Condominium – County File 10CD-2014-002

And Further That Council endorse the approval of the Johnston Point residential development, including Draft Conditions of Approval and Zoning By-law Amendment as attached to this report as Appendix B and Appendix C;

Background

At the County Council meeting held on January 20th, the following resolution was passed with respect to the Johnson Point development application in South Frontenac Township:

> RESOLVED THAT that the Council of the County of Frontenac direct staff to prepare a planning report for the Johnson Point vacant land condominium, County File #10CD-2014/002;
>
> AND FURTHER THAT Council direct staff to deliver a report for the February 17th, 2015 Council meeting in order for Council to provide the Ontario Municipal Board with its position on the Johnson Point development prior to the Hearing scheduled for April 4th, 2016;
>
> AND FURTHER THAT Council request the Township of South Frontenac to provide the County with the most recent plan that has been considered In

Camera by Township Council so that County planning staff can comment on a plan that will likely be presented to the OMB;

AND FURTHER THAT staff be directed to retain legal counsel to prepare for and represent the County at the upcoming OMB hearing.

Comment

Fotenn Consulting has filed an application on behalf Magenta Waterfront Development Corporation for draft approval of a vacant land condominium on Loughborough Lake in the Township of South Frontenac. The project has been described as the Johnston Point development.

Frontenac County deemed the application to be complete pursuant to the requirements of the *Planning Act* on June 24, 2014.

The subject lands consist of 37 hectares (91 acres) of land located in parts of Lot 23 and 24, Concessions 6 and 7 of the Geographic Township of Loughborough, Township of South Frontenac. The property is located on North Shore Road between Pebble Lane and Emerald Lane and has water frontage on the north shore of Loughborough Lake (see map in Appendix 1 with the proposed development and 2014 aerial imagery).

The proposal is for a 15 unit vacant land condominium for single detached dwellings. Each dwelling would be serviced by an individual private well and septic system. The units range in size from 1.4 to 3.9 hectares (3.5 to 9.6 acres). Eleven (11) of the fifteen (15) units will have frontage on Loughborough Lake. The subject property abuts and includes part of the Loughborough Lake Provincially Significant Wetland Complex. A private condominium road and right-of-way would provide access to the proposed units and a 3.9 hectare (9.6 acre) common elements natural park is also proposed. It should be noted that three waterfront lots created by consent are also located on the east side of Johnston Point

An associated zoning by-law amendment proposal was submitted to the Township of South Frontenac to rezone the lands to site-specific Residential zones and an Environmental Protection zone. As part of this plan it is proposed that the applicant purchase the portion of the Township road allowance running through the subject property.

At the direction of the County, South Frontenac Township has held two public meetings with regard to the Johnston Point development to consider both the vacant land condominium and the necessary Zoning By-law amendment. A formal public meeting on October 7th, 2014; and an open house on March 3rd, 2015.

On March 17th, 2015 the applicant filed an appeal on the draft vacant land condominium for lack of decision within 180 day time period required under the *Planning Act*. On April 25th, 2015 the applicant also filed an appeal on the draft zoning amendment, also for lack of decision. An Ontario Municipal Board Hearing date has been set for Monday, April 4th to be held at the South Frontenac Township Council Chambers (OMB File No. PL150246).

Site Location:

As illustrated in Appendix 1 the subject lands consist of 91 acres (37 hectares) of land located in part of Lots 23 and 24, Concessions 6 & 7 of the Geographic Township of Loughborough, Township of South Frontenac. The property is accessed from the public North Shore Road which is located on the north shore of the east basin of Loughborough Lake.

This large property is currently undeveloped except for the private lane that leads to the three lots that are already on Johnston Point. The land consists of a densely wooded lot with a mix of mature trees, brush and marshlands. There is also bare rock outcrop and some low lying wet areas/marshes. In terms of topography, there is a ridge that runs through the middle of the peninsula and there are some relatively steep slopes.

A gravel road that was constructed to access the three severed lots from North Shore Road is approximately 1.1 km in length and runs along the middle of the property.

The property can be describe as a peninsula jutting out from the north shore of the east basin of Loughborough Lake. On the west side of the peninsula is Long Bay, the majority of which has been designated as a Provincially Significant Wetland (PSW). The east side abuts a narrow portion of the lake which also serves as the main boat traffic route on the east basin.

The peninsula is surrounded by waterfront residential development, rural land uses, farming, wetlands, and vacant land. It is located approximately 5 km west of the hamlet of Battersea, 5 km north of the hamlet of Inverary, and approximately 15 km north of the City of Kingston.

Overview of Proposal:

The applicant has proposed a plan of vacant condominium of 15 units, each of which will allow a residential dwelling and which will be tied to common element lands that consist of the private road, waterfront passive recreational area, as well as a 5 metre buffer along part of the western shoreline that would serve as a buffer between the water's edge and the adjacent lots (i.e., turning these lots into 'non waterfront lots' with no legal access to Long Bay). The Draft Conditions of Approval includes these provisions and is attached as Appendix 2.

Access to this development will be from North Shore Road.

A proposed Zoning By-law Amendment also forms part of this application. The Zoning Amendment would rezone the lands from 'Rural' to a site-specific Residential Zones, an Environmental Protection Zone to protect the wetlands, and an Open Space zone on parts of the residential lots that will protect the existing natural environment. The draft zoning amendment and map is attached as Appendix 3.

Approvals Timeline:

Discussions concerning the Johnston Point development have been ongoing for the past two years and have involved extensive public consultation and agency review.

2014

March 3, 2014 -- Preconsultation meeting with the County and relevant agencies.

June 18, 2014 – Application filed for vacant land condominium (County) and zoning amendment (Township).

June 24, 2014 – County deems vacant land condominium application as complete as per *Planning Act* requirements.

July 18, 2014 – Township deems zoning amendment as complete.

October 7, 2014 – formal Public Meeting for both vacant land condominium application and zoning by-law amendment held on behalf of the County by South Frontenac Township Council.

December 16, 2014 – newly elected South Frontenac Council requests staff report on history and background information on Johnston Point development.

2015

March 3, 2015 – a public open house held by Township staff and Council. At this time the application was the same as original filing.

March 10, 2015 – Township planning report presented to Township Committee of the Whole meeting. Planning report includes recommended conditions for Draft Approval. Motion passed by the Committee to direct Council to have the Township staff hire a qualified environmental firm to review the Environmental Impact Statement (EIS) prepared on behalf of the applicant. Committee also recommends that Council refer the staff planning report back to the planning department and respond to a series of questions raised by the public on the development proposal.

March 17, 2015 – applicant files appeal to the Ontario Municipal Board for lack of decision of the approval authority (Frontenac County) to make a decision within 180 days of the application being deemed complete under the *Planning Act*.

April 21, 2015 – Township Council passes motion to have a further peer review conducted on the Environmental Impact Statement.

April 21, 2015 – Applicant files appeal to the Ontario Municipal Board with respect to the zoning amendment.

July 28, 2015 – Township Council receives peer review of the Environmental Assessment prepared on Council's behalf by McIntosh Perry Consulting Engineers.

August 11, 2015 -- Township Council receives review of the Loughborough Lake Wetland Complex Provincially Significant Wetland (PSW) prepared on Council's behalf by McIntosh Perry Consulting Engineers.

December 1, 2015 – "Settlement" of Johnston Point subdivision between applicant and the Township presented at Township Council meeting. No decision made.

2016

January 20, 2016 – Frontenac County Council passes resolution instructing County staff to prepare a planning report and opinion on the proposed 15 unit vacant land condominium as set out in the "settlement" between the applicant and South Frontenac Township. County Council request report so that the approval authority can have a planning opinion for the April 4, 2016 Ontario Municipal Board hearing. County Council also passes resolution to hire a solicitor to represent the County at the Ontario Municipal Board.

March 1, 2016 – South Frontenac Council passes a resolution of support for the 15 unit vacant land condominium proposal. The Township Council resolution is attached as Appendix 4.

Discussion and Analysis:

Planning Policy Framework

Provincial Policy Statement, 2014

The Provincial Policy Statement, 2014 (PPS) is a planning document that provides direction on matters of provincial interest related to land use planning and development, such as growth and settlement, servicing, and significant natural features.

The PPS permits resource-based recreational activities and limited residential development in rural areas. Development that is compatible with the rural landscape and can be sustained by rural services should be promoted. The proposed development is low density and the zoning amendment and draft conditions of subdivision approval in combination provide land use development rules and regulations that will protect the natural environment both on the Johnston Point peninsula and the adjacent lake area. The 15 unit development is also compatible with the surrounding rural landscape. It will be accessed from a private road that will be built to Township approved standards and will be maintained by all owners through a condominium corporation. The continued maintenance of the road will ensure accessibility for County and Township public works and emergency vehicles, and can be sustained by rural services in the Township.

The key section of the PPS in relation to the Johnston Point development is Section 2.0 (Wise Use and Management of Resources). Johnston Point is largely undeveloped at this time and is adjacent to a PSW and to the east basin of Loughborough Lake. On the property are large tree stands, rock outcroppings, small wetlands, and a variety of natural habitat. The PPS has clear language with regard to natural heritage protection:

2.1 Natural Heritage

2.1.1 Natural features and areas shall be protected for the long term.

2.1.2 The diversity and connectivity of the natural features in an area, and the long-term ecological function and biodiversity of natural heritage systems, should be maintained, restored or, where possible, improved, recognizing linkages between and among natural heritage features and areas, surface water features and ground water features.

The various planning tools that have been developed through completion of two Environmental Impact Studies and that will be applied through Conditions of Draft Approval, strict zoning regulations, Site Plan Control, as well as additional provincial and federal approvals, will ensure that this development will be consistent with the Natural Heritage section of the PPS.

The PPS also contains a number of policies regarding infrastructure, servicing, , and cultural heritage that are applicable. These issues will be discussed in further detail below. County Planning staff are satisfied that the proposed subdivision is consistent with the Provincial Policy Statement, 2014.

Frontenac County Official Plan (2016)

Section 3 (Growth Management) contains policy direction with respect to Waterfront Areas. Section 3.3.3.4 (Waterfront Area Policies) states that:

> "For the purposes of this Plan, Waterfront Areas shall generally include all lands extending inland 150 metres (500 feet) from the ordinary high water mark of any lake, river, or waterway. This is a general boundary intended to recognize that development within this area may have an impact on lake quality and those impacts may need to be considered for any development within the boundary."

The entire Johnston Point peninsula would be considered to be within this Waterfront Area. This policy section promotes retention of natural vegetation, tree cover, appropriate waterfront setbacks, and protection of the lakefront area character.

Section 7 (Environmental Sustainability) of the Frontenac County Official Plan recognizes that the extensive natural environment of the Frontenacs make the region a unique place.

Section 7.1.4.1 addresses wetlands and notes that they are an important part of the County's biodiversity. The plan encourages local municipalities to adopt mechanisms (such as site plan control, consent or development agreements) that would minimize and control the removal of vegetation, and ensure the protection of naturally vegetated buffers adjacent to any provincially significant wetlands.

Planning staff are satisfied that the Johnston Point development is consistent with the Growth Management and Environmental Sustainability sections of the County Official Plan.

Township of South Frontenac Official Plan (2002):

The subject property is currently designated as 'Rural' and 'Provincially Significant Wetland'.

The Township plan promotes growth in the designated settlement areas, but also permits residential development in the Rural area in order to provide a variety of living choices for residents.

Section 7.5.4 of the Plan sets out development criteria to allow for residential development in the Rural area, including adequate lot size (0.8 hectares / 2 acres), sustainable septic and well systems, access to public roads.

The lots in the proposed development will all exceed the minimum lot size standard, have received approval from the Health Unit for septic location, and required building setbacks will be greater than 30 metres on all 15 properties.

It appears that the proposed development conforms to the Township of South Frontenac Official Plan.

South Frontenac Zoning By-law (By-law #2003-75):

The Johnston Point lands are currently zoned as Rural in the Township of South Frontenac's Zoning By-law, which permits a wide variety of residential and non-residential uses.

As part of the "settlement" between the applicant and South Frontenac Township released on December 1st, 2015 a revised Zoning By-law was prepared by the applicant. Subsequently a new zoning by-law was drafted by the applicant and sent to the Township and County staff for review. The proposed zoning amendment and mapping endorsed by County planning staff are attached as Appendix C .

The proposed zoning would rezone the Johnston Point lands to a special Waterfront Residential (RW) Zone, private Open Space (OS) Zones (parkland), and an Environmental Protection (EP) Zone to protect the large wetland area at the western edge of the peninsula.

As with other planning tools that form part of this application, the zoning amendment is a product of the Environmental Impact Statement work that has been completed. This includes zoning some of the private land area at the water's edge as 'Private Open Space' and strictly limiting permitted uses to a walkway and a dock, thereby limiting any unnecessary disturbance of the natural environment. The by-law also requires building and septic setbacks that exceed the Township standards, recognizing the existing terrain and natural heritage features. Dock sizes and length have also been limited to ensure no large water structures are created.

In summary, the proposed zoning by-law will establish clear development regulations that will restrict development along the shoreline area, and therefore supports the policy intent of the PPS, County Official Plan, and Township Official Plan.

Planning Studies Completed and included in Draft Approval

Stormwater:

A conceptual Stormwater Management Report, dated June, 2014, was submitted in support of the application. This has been reviewed by Cataraqui Region Conservation Authority as per correspondence dated November 12, 2014 and addressed in condition #18

Servicing:

The applicant is proposing individual well and septic systems to service the proposed lots. The applicant submitted a Hydrogeology and Terrain Analysis and a Servicing Options Report in support of the application and submitted the study prepared by WESA Engineering in June, 2014. The County Peer Reviewer, Malroz Engineering, and the Health Unit reviewed these reports and provided comments and recommendations for changes, which have been addressed by the applicant. A condition has been included (condition #19) that will help ensure the systems have adequate soil and space separation.

Environment and Natural Heritage Protection:

An environmental impact statement was submitted in support of the application. The study was reviewed by Cataraqui Region Conservation, the Ministry of Natural Resources and Forestry, as well as an independent consulting firm retained on behalf of South Frontenac Council. The owner will be required to implement recommendations of the Environmental Impact Statement and addendum during construction, such as the limitation on tree removal to protect breeding birds, preparing an erosion and sediment control plan, approval of dock construction and location, and using best management practices during construction. A series of conditions are included in the Draft Approval and Site Plan Control will also be used to ensure minimal tree loss.

Archaeology, Culture, and Heritage:

The applicant provided Stage 1, 2, 3, and 4 Archaeological Assessments of the subject property. Consultation was also done with the Algonquins of Ontario. Condition #30 addresses this work and will require clearance letters from the Ministry of Culture.

Other Issues/Agency Comments

Township of South Frontenac Public Works, Bell Canada, Canada Post, Hydro One, Conseil des école publiques de l'Est de l' Ontario, Conseil des Écoles Catholique du Centre – Est, Algonquin and Lakeshore Catholic District School Board, and Frontenac Paramedic Services provided either no concerns/comments or included a list of standard conditions.

Public Consultation and Involvement

There has been significant public interest with respect to the Johnston Point development application. Through attendance at public meetings, delegations to Township Council, correspondence and meetings with various agencies, citizens have expressed concerns related to the proposed residential development on the existing natural environment including wetland protection, protection of endangered and threatened species, water access, and road and driveway construction. It is the opinion of planning staff that changes have been made to the original submission that have addressed these concerns and which meet the policies of the Provincial Policy Statement. The draft conditions in this staff report have been revised from the "settlement" conditions to place more restrictions and approvals to attempt to ensure that the overall impact of this development on the natural heritage system will be minimal.

Conclusions

The natural heritage value of Johnston Point can be considered to be relatively high. Its large geography, existing ecology, woodlands, extensive natural habitat, and connection to Loughborough Lake and Long Bay provide a high level of biodiversity for the surrounding area. The proposed planning regulations for the 15 unit residential development have taken this environment into consideration. The sum of these tools will provide protection for the natural environment including the waterfront and the Provincially Significant Wetland (PSW):

- Zoning By-law – the draft by-law includes setbacks for buildings and septic systems on a lot by lot basis and based on the terrain and soil cover of each lot, a strict limit of permitted uses (docks and residential units), no development permitted on islands and walkways limited to 1.5m in width.
- Draft Conditions of Approval – among other things the draft conditions include: the creation of a 5 metre buffer between a residential lot and adjacent PSW; required Township approval for private road and driveway construction; specific recognition through text and mapping of the 30 metre buffer area surrounding Johnston Point; dock location and maximum sizes; and clear definition of 'passive recreation' in the environmental protection area.
- Site Plan Control – conditions in the draft approval will require Site Plan Control Approval for tree removal and building and septic locations.
- Other Agency Approvals – conditions in the draft approval will require consultation and approvals from CRCA and MNRF with respect to walkways, dock construction and location, and driveway construction.

The combined land use controls for this development will meet the policy objectives of the Provincial Policy Statement, Frontenac County Official Plan, and Township of South Frontenac Official Plan, particularly with respect to natural heritage protection

Recommendation

It is recommended that Council endorse the Johnson Point 15 unit development including the attached Draft Conditions of Approval and proposed Zoning By-law

Amendment. This endorsement will serve to establish County Council's position for the upcoming Ontario Municipal Board hearing.

The application is consistent with the Provincial Policy Statement (2014), conforms to the Frontenac County Official Plan, Township of South Frontenac Official Plan, will comply with the Zoning By-law, and has had regard for the criteria of Section 51 (24) of the *Planning Act*.

Sustainability Implications

One of the key focus areas of *Directions for Our Future*, the County's Sustainability Plan, is Land Use Planning and Management. When establishing 'good planning' it is important the Council be provided with a professional planning opinion to make an informed decision.

Financial Implications

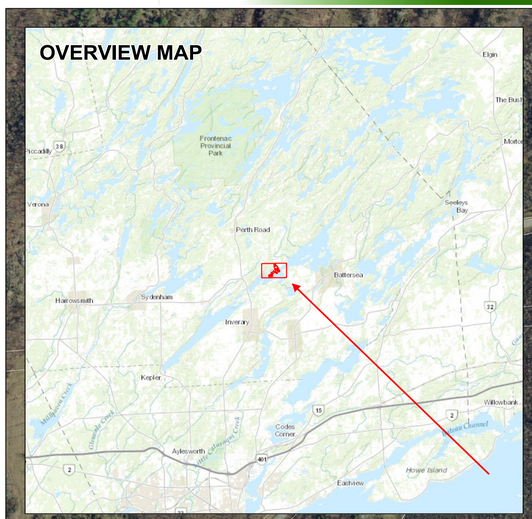
If Council supports the recommended planning position, the costs of legal counsel will be required. There will be a risk of the OMB awarding costs to the appellant from the County.

Organizations, Departments and Individuals Consulted and/or Affected

Township of South Frontenac
Cataracqui Region Conservation Authority
Ministry of Natural Resources and Forestry

COUNTY of Frontenac

JOHNSTON POINT CONDOMINIUM



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Applicant: Mike Keene, FOTENN Consultants	**Date of Decision:**
File No.: 10CD-2014/002	**Date of Notice:**
Subject Lands: Johnston Point Plan of Vacant Land Condominium Parts of Lot 23 and 24, Concessions 6 and 7 of the Geographic Township of Loughborough, Township of South Frontenac.	

CONDITIONS TO APPROVAL

The conditions of approval for the draft plan of condominium are as follows:

1. **Approved Draft Plan:**
   That this conditional approval applies to the draft plan of vacant land condominium dated September 5, 2014 prepared and certified by Ronald Clancy, Ontario Land Surveyor, prepared by the firm of WESA, comprising a total of 14 residential units and 5 Blocks, subject to the following:
   i. The draft plan of vacant land condominium shall be amended to the satisfaction of the Municipality to include a boundary adjustment to Unit 14 consistent with the drawing attached to these Draft Plan Conditions as Attachment “A”.
   ii. The draft plan of vacant land condominium shall be amended to the satisfaction of the Municipality to include a new residential unit number 15 and a revised boundary for unit 7 consistent with the drawing attached to these Draft Plan Conditions as Attachment "B" and the drawing attached as Attachment "C". The locations of proposed dwellings and septic locations shall be evaluated by a qualified environmental consultant and an addendum to the EIS prepared to confirm the locations and any conditions necessary for construction.
   iii. The draft plan of vacant land condominium shall be amended to the satisfaction of the Municipality to revise the unit boundaries of the common element open space and units 12 and 13 consistent with the drawings attached to these Draft Plan Conditions as Attachments "B" and "D".
   iv. The draft plan of vacant land condominium shall be amended to the satisfaction of the Municipality to revise the boundaries of the common element open space to ensure that a 5m buffer between any units and the wetland boundary within the common element open space is established, consistent with the drawing attached as Attachment "B".

2. **Condominium Agreement:**
   A. That the owners of the subject land enter into a vacant land condominium agreement with the municipality, prepared to the satisfaction of the municipality, to be registered on title of the subject land.
   B. That the Vacant Land Condominium Agreement include a clause stating that 911 civic addressing and locations of all entrances to the units, including the construction and locations of any entrance culverts, shall be shown on a plan prepared to the Townships satisfaction prior to any development of the property.

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3. Financial Requirements:

A. That the owner agree in writing to satisfy all the requirements, financial and otherwise of the municipality concerning the provision of private lanes and upgrading of roads, installation of services and drainage, in accordance with the municipality's standards and procedures.

B. That the Owner shall reimburse the Township of South Frontenac and County of Frontenac for all legal, engineering, planning, administrative expenses and permit fees including the cost of any peer review that the Township of South Frontenac or County of Frontenac may require in relation to the condominium.

4. Access

A. That the private roads included in this draft plan identified as 'Blocks 15, 16, 17 and 18' shall be shown and constructed to Township standards for new private lanes. Final approval of the constructed road will be required by the Township Public Works Manager.

B. That the private roads included in this draft plan identified as 'Blocks 15, 16, 17 and 18' shall be located a minimum of 30 metres from the nearest point of any wetland or waterbody.

C. All driveway construction for each Unit shall require Site Plan approval. All driveways shall require engineering design by a qualified Engineer to ensure mitigative measures are applied to direct stormwater runoff and reduce erosion. Following construction, inspection and approval of the Township Public Works Manager shall be required.

D. That traffic counts be undertaken at North Shore Road and that the entrance location at the road be constructed to a standard acceptable to the Township, particularly in regards to safe sight lines and any requirements of the municipality related to traffic counts.

E. That the private roads identified as 'Blocks 15, 16, 17 and 18' to be created as 'Common Element', including the "Existing Roadway Easement Over Private Lands", be named to the satisfaction of the municipality.

F. That a 0.3 metre reserve be identified by survey along the road allowance of North Shore Road where it abuts proposed Unit 12, which 0.3 metre reserve shall be conveyed to and held in trust by the municipality for the purpose of denying additional access onto North Shore Road.

G. That legal access to proposed Units 1, 2, 3, 4, 5 and 14 be obtained over the abutting portion of the existing lane that is on other private lands, and that the vacant land condominium agreement contain wording to permit this access. This wording must also acknowledge that the existing residential lots' access over the lane will be maintained all the way back to the public road.

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5. Environment and Natural Heritage

A. That the vacant land condominium agreement contains wording applying to all of the proposed units setting out the municipality's limited service policies to recognize that there is no commitment or requirement by the municipality to assume responsibility for ownership or maintenance of the private lane within the plan. In addition, the vacant land condominium agreement applying to all the waterfront units shall set out the municipality's environmental protection policies requiring that the area within 30 metres of the highwater mark of a waterbody or wetland shall be maintained in a natural state for soil and vegetation. This 30 metre environmental protection area is identified as Attachment "F"**.**

B. That the wetland area within the boundary of proposed Unit 14 be surveyed by the Owner prior to construction of any driveway within the Unit. The driveway shall be surveyed prior to construction to ensure that the driveway is constructed a minimum of 30m from the boundary of the surveyed wetland. The driveway shall be constructed by the Owner as a condition of sale of the Unit. This condition shall be included in the condominium agreement with the Township and the agreement of purchase and sale for Unit 14.

C. That all conditions outlined in the letter dated November 12, 2014 from the Cataraqui Region Conservation Authority to the County of Frontenac, be included in the vacant land condominium Agreement with the Township, including that all driveways be placed a minimum of 30 metres from any waterbody and that all recommendations of the stormwater management plan be implemented.

D. The owner shall confirm that MNRF have been consulted on all species at risk issues and that the Declaration and the Vacant Land Condominium Agreement shall incorporate all recommendations from the MNRF included in any Benefit Permit, if issued, related to Gray Rat Snakes and Blandings Turtles or any other species at risk identified.

E. That the Owner obtain confirmation from the MNRF that the lands do not contain Whip Poor Wills or their habitat.

6. Declaration, Easements and Joint Use Agreement

That the Declaration contain, at a minimum, clauses addressing the following to the satisfaction of the municipality, which clauses shall also form part of the Vacant Land Condominium Agreement:

i. all access roads and driveways shall be set back a minimum of 30 m from all wetlands and water bodies;

ii. silt barriers between all construction areas and wetlands or other water bodies shall be installed and maintained throughout the construction process until all disturbed areas have been revegetated;

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iii. all building envelopes and septic beds shall be located at the top of slope, complying with the setback distances established in Attachment "E" to these Draft Plan Conditions;
iv. subject only to condition 6 (v), (vi) and (vii), all living trees greater than 4 inches diameter at breast height within 40 m of any water body shall not be removed, with the exception of trees knocked over naturally;
v. subject only to condition 6 (vi) and (vii), all vegetation, with the exception of invasive species, shall be retained and maintained in their natural state within 30 m of all water bodies;
vi. Notwithstanding sub-paragraphs 6(iv) and (v) above, the owner of a Unit, with the exception of Units 7, 9, 12, 13 and 15, may construct a walkway to the water provided that the walkway is no wider than 1.5m and provided that the walkway is constructed in the locations set out in the drawing attached to these Conditions of Draft Approval as Attachment 'B'. Any deviation from these prescribed locations may only be considered if in consultation with a qualified environmental professional to the satisfaction of the Township**;**
vii. The Owner shall construct the walkways to the water as a condition of sale of the Units where a walkway is permitted. This condition shall be included in the condominium agreement with the Township and the agreement of purchase and sale for all Units where a walkway is permitted;
viii. The existing Butternut tree at Unit 8 shall be retained and no development shall be permitted within 25 m of the tree;
ix. Signage shall be installed at the PSW boundary to ensure residents do not alter, fill or negatively impact the PSW, which signage shall be worded to the satisfaction of the municipality and the CRCA;
x. Docks may only be constructed on units 1, 2, 3, 4, 5, 6 (Unit 6 is subject to obtaining access in accordance with these conditions), 8, 10, 11 and 14 provided that the following restrictions are complied with:
    1. docks may only be constructed at the general locations identified on Attachment "B" to these Conditions of Draft Plan Approval;
    2. docks may only be constructed in accordance with the conditions of any permits issued by the Cataraqui Region Conservation Authority and the Ministry of Natural Resources and Forestry;
    3. docks must be floating or pole docks;
    4. no aquatic vegetation shall be removed during construction, use or maintenance of any dock;
    5. the surface area of any dock located in Long Bay shall not exceed 15 m^2 and its length shall not exceed 8 m;
    6. the surface area of any dock not located in Long Bay may not exceed 20 m^2 and its length shall not exceed 8 m;
    7. the Owner shall work with any purchaser of any Unit to determine their preference and docking needs and shall construct all docks as a condition of sale of the Units where a dock is permitted. As per

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Subject Lands: Johnston Point Plan of Vacant Land Condominium Parts of Lot 23 and 24, Concessions 6 and 7 of the Geographic Township of Loughborough, Township of South Frontenac.	

condition 6 x.(2), dock location and construction shall only occur following CRCA permit issuance. This condition shall be included in the condominium agreement with the Township and the agreement of purchase and sale for all Units where a dock is permitted.

xi. Joint use docks may be constructed on Unit 10 to provide shared docking for the owners of Units 7, 9, 12, 13 and 15, subject to the following restrictions:

1. The Owner's qualified environmental professional, in cooperation with the Cataraqui Region Conservation Authority, will identify a low/no impact 1.5 metre walkway to the joint use docking facility through the vegetated buffer on lot 10 generally in the location identified on Attachment "B" to the water's edge. The walkway shall be constructed a minimum of 3m from the adjacent wetland boundary and be delineated by a page wire fence. The Owner shall construct the joint use docks as a condition of sale of the first Unit that is permitted to use the joint use docks. This condition shall be included in the condominium agreement with the Township and the agreement of purchase and sale for all Units that are permitted to use the joint use dock;
2. The joint use docks may only be constructed in accordance with an approval provider;
3. The joint use docks must be floating, cantilever, or pole docks;
4. No aquatic vegetation shall be removed during construction, use or maintenance of any dock;
5. The owners of Units 7, 9, 12, 13 and 15 will also share in ownership of the 0.31 ha small island south of and between units 8 & 9;
6. Development on this small island will comply with Clause 6(v), with the exception that a walkway may be constructed on the island to the water provided that the walkway is no wider than 1.5m and provided that the walkway is constructed in the locations set out in the drawing attached to these Conditions of Draft Approval as Attachment 'B'. Any deviation from these prescribed locations may only be considered if in consultation with a qualified environmental professional to the satisfaction of the Township;
7. The owners of Units 7, 9, 12, 13 and 15 will be permitted additional shared docking on this small island. All joint use docking on the island shall conform to the requirements of this condition;
8. The joint use docks shall be constructed so that they do not interfere with navigation.

B. The Common Element Open Space shall be governed by Condominium Rules to, at a minimum and without limitation, prohibit the removal of any vegetation within this area and to prohibit the creation of walkways and structures. Use of the Common Element Open Space shall be restricted to passive recreational uses and all motorized vehicles shall be prohibited.

Applicant: Mike Keene, FOTENN Consultants	**Date of Decision:**
File No.: 10CD-2014/002	**Date of Notice:**
Subject Lands: Johnston Point Plan of Vacant Land Condominium Parts of Lot 23 and 24, Concessions 6 and 7 of the Geographic Township of Loughborough, Township of South Frontenac.	

7. On-Site Sewage Disposal and Water Systems:

A. That the recommendations outlined in the letter dated September 3, 2014 from KFL&A Public Health to the County of Frontenac, be addressed to the satisfaction of the municipality.

8. Dock and Deck Access

A. Subject to Condition 6(x), that any dock that is placed at Unit 2 be located on the western shore of Unit 2 so that the dock is not located in Long Bay, but is on the open water of Loughborough Lake. Only one (1) dock shall be permitted to service Unit 2, all other existing docks shall be removed as a condition of site plan approval for the Unit.

B. Subject to Condition 6(x), only one (1) dock shall be permitted to service Unit 1, all other existing docks shall be removed as a condition of site plan approval for the Unit.

C. That, in recognition that access to the open water of Long Bay from proposed Unit 6 is by way of an island within a wetland, a walking bridge be installed under the supervision of the Cataraqui Region Conservation Authority to provide this access to Long Bay. Such walking bridge must be installed to the satisfaction of the CRCA and the Township prior to registration of the Description and vacant land condominium Agreement.

9. Parkland Dedication:

A. That Block 19, Common Element Parkland, be renamed a Common Element Open Space. The Common Element Open Space shall be governed by Condominium Rules to, at a minimum and without limitation, prohibit the removal of any vegetation within this area and to prohibit the creation of walkways and structures. Use of the Common Element Open Space shall be restricted to passive recreational uses and all motorized vehicles shall be prohibited. For the purposes of this section, “passive recreational uses” shall not include trails, hunting, motor boating, or use of any motorized vehicle. An overlook/viewing area shall be permitted in this Block; such overlook to be located immediately adjacent to the private road and be subject to Site Plan Approval.

B. That the owner convey up to five percent of the land included in the plan to the municipality for public park purposes. Alternatively, the municipality may require cash-in-lieu for all or a portion of the conveyance.

10. Stormwater

A. That the recommendations contained in the ‘Stormwater Management Brief for the Johnston Point Condominium Development’, undated, by Asterisk Engineering Corporation and associated drawings related to site drainage design, construction and maintenance, including construction of ditches and

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culverts, be included in the Vacant Land Condominium Agreement and that they be complied with to the satisfaction of the municipality.

B. That all requirements and recommendations specified in the 'Hydrogeological Assessment at Johnston's Point' report, dated June 2014 from WESA, and all associated drawings be included in the Vacant Land Condominium Agreement and that they be complied with to the satisfaction of the municipality.

Human Remains:

The condominium agreement shall contain a clause providing that any Owner(s) be advised, and also that a notice be placed in the purchase and sale agreement alerting any prospective purchasers that in the event that human remains are discovered during construction or site development of a lot, that the property owner shall immediately contact the OPP, the Ministry of Tourism, Culture and Sport and the Registrar or Deputy Registrar of the Cemeteries Unit of the Ministry of Consumer Services (or the applicable agencies at the time of final approval).

11. Archaeological Resources:

A. That all recommendations of the Archaeological Assessment (Stage 1-4) Report by Abacus Archaeological Services be implemented to the satisfaction of the Township.

B. That the applicant provide clearance letters for the Stage 1-4 Archaeological Assessments from the Ministry of Tourism, Culture, and Sport.

C. That if during the process of development any archaeological resources or human remains of Aboriginal interest are encountered, the Algonquins of Ontario Consultation Office will be contacted immediately at:

Algonquins of Ontario Consultation Office
31 Riverside Drive, Suite 101
Pembroke, Ontario K8A 8R6
Telephone: (613) 735-3759
Fax: (613) 735-6307
email: algonquins@nrtco.net

12. Utilities and On-Site Works

A. The following mitigation measures shall be implemented:

i. The private road shall be posted with a 30 km/h speed limit placed to the satisfaction of the municipality;

ii. a turtle crossing and education sign developed to the satisfaction of the municipality shall be installed on the private road near the southern end of lot 13;

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iii. the private road shall be maintained as a gravel surface only; for clarity, no future hard surface paving shall be permitted without additional environmental impact analysis;
iv. a land owner education program and environmental sensitivity information package shall be developed and provided to every owner of a Unit and the clause shall be included in all agreements of purchase and sale for any unit enclosing the education information package; and
v. a permanent exclusion fence shall be constructed on both sides of the private road along the frontage of lots 6 and 8, to the satisfaction of the municipality.

B. That, prior to final approval, the portion of the unopened road allowance identified on the Plan through Units 12 and 13 and Block 16, be closed and the ownership transferred to the owner of the subject lands.

C. That, prior to final approval, a garbage collection facility be installed at the entrance to the development near North Shore Road to the satisfaction of the Township.

D. That, prior to final approval, any required Canada Post box be installed on the right-of-way for the lane near the entrance to the development at North Shore Road.

E. That, prior to final approval, street lighting shall be installed to the Township's satisfaction at the location for the Canada Post boxes and garbage collection area near North Shore Road.

F. That, prior to final approval, street signage shall be installed according to Township standards and to the satisfaction of the municipality.

G. Speed limit signs shall be erected at the water at the entrance to Long Bay advising that all watercraft shall adhere to a maximum 10 km/h speed limit

H. That, prior to final approval, the municipality be satisfied that all servicing issues are resolved such as private lane construction and any required upgrades to North Shore Road.

13. Site Plan Control

That the development of all Units shall be subject to site plan control approval. Prior to applying for any building permit the owner of any Unit shall obtain site plan control approval and enter into a site plan control agreement with the Township, which agreement shall include, but not be limited to, the following:

i. An approved site plan showing the location of all structures, including the septic disposal system and well, consistent with the recommendations of the EIS;
ii. A location for the alternate septic disposal system location, which location shall not be developed;
iii. The location of any walkway to the water, where such walkway is permitted;

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iv. The location of any dock, where a dock is permitted;
v. The location of any driveway; and
vi. Notwithstanding condition 21 (iv), all living trees on each Unit greater than 4 inches diameter at breast height shall be maintained unless approved for removal as part of Site Plan review.

14. Revisions to Draft Plan:

A. That Prior to Final Condominium Approval, the Owner shall submit a revised Block Plan, if required, to reflect any significant alterations caused from this Draft Plan Approval.

B. That where final engineering design(s) result in minor variations to the Plan (e.g., in the configuration of lots, etc.), these may be reflected in the Final Plan subject to the satisfaction of the Township of South Frontenac and the County of Frontenac.

15. General conditions:

A. That when requesting final Approval from the County of Frontenac, the Owner shall accompany such request with the required number of originals and copies of the Final Plan, together with a surveyor's certificate stating that the lots/blocks thereon conform to the frontage and area requirements of the Zoning By-Law.

B. That prior to final approval, the County of Frontenac is to be advised by the municipality that this proposed subdivision conforms to the Zoning By-law in effect of the Township of South Frontenac including that the zoning is satisfactory to the Cataraqui Region Conservation Authority.

C. That the Owner submit a draft Vacant Land Condominium Declaration for approval by the Township and County to ensure all conditions of approval will be satisfied

16. Clearance Letters:

A. That prior to final approval, the County of Frontenac is to be advised by the municipality that this proposed development conforms to the Zoning By-law in effect of the Township of South Frontenac including that the zoning is satisfactory to the Cataraqui Region Conservation Authority.

B. That Prior to Final Condominium Approval, the County is to be advised in writing by the Township of South Frontenac the method by which conditions 1 to 14 have been satisfied.

C. That Prior to Final Condominium Approval, the County is to be advised in writing by KFL&A Public Health the method by which condition 6A has been satisfied.

D. That Prior to Final Condominium Approval, the County is to be advised in writing by the Cataraqui Region Conservation Authority the method by which conditions 7 and 8 have been satisfied.

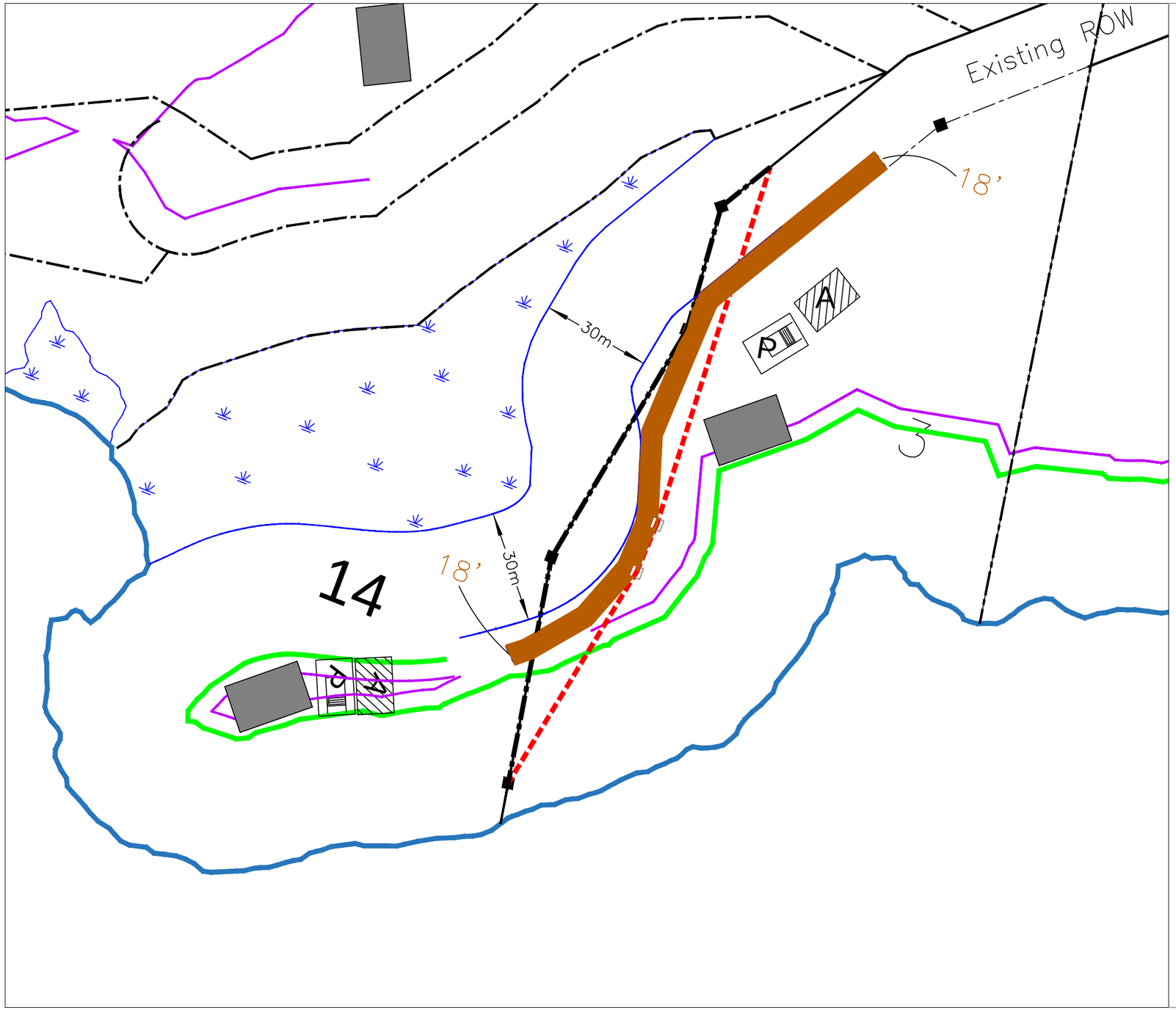
Applicant: Mike Keene, FOTENN Consultants	**Date of Decision:**
File No.: 10CD-2014/002	**Date of Notice:**
Subject Lands: Johnston Point Plan of Vacant Land Condominium Parts of Lot 23 and 24, Concessions 6 and 7 of the Geographic Township of Loughborough, Township of South Frontenac.	

17. Lapsing Provisions:

A. That pursuant to Section 51(32) of the *Planning Act,* this Draft Plan Approval shall lapse at the expiration of three (3) years from the date of issuance of Draft Plan Approval if final approval has not been given, unless an extension is requested by the Owner and, subject to review, granted by the approval authority.

B. That pursuant to Section 51(33) of the *Planning Act*, the Owner may submit a request to the approval authority for an extension of the Draft Plan Approval. The extension period shall be for a maximum of three (3) years and must be submitted prior to the lapsing of Draft Plan Approval. Further extensions may be considered at the discretion of the Township and the County.

Applicant: Mike Keene, FOTENN Consultants	**Date of Decision:**
File No.: 10CD-2014/002	**Date of Notice:**
Subject Lands: Johnston Point Plan of Vacant Land Condominium Parts of Lot 23 and 24, Concessions 6 and 7 of the Geographic Township of Loughborough, Township of South Frontenac.	



Legend

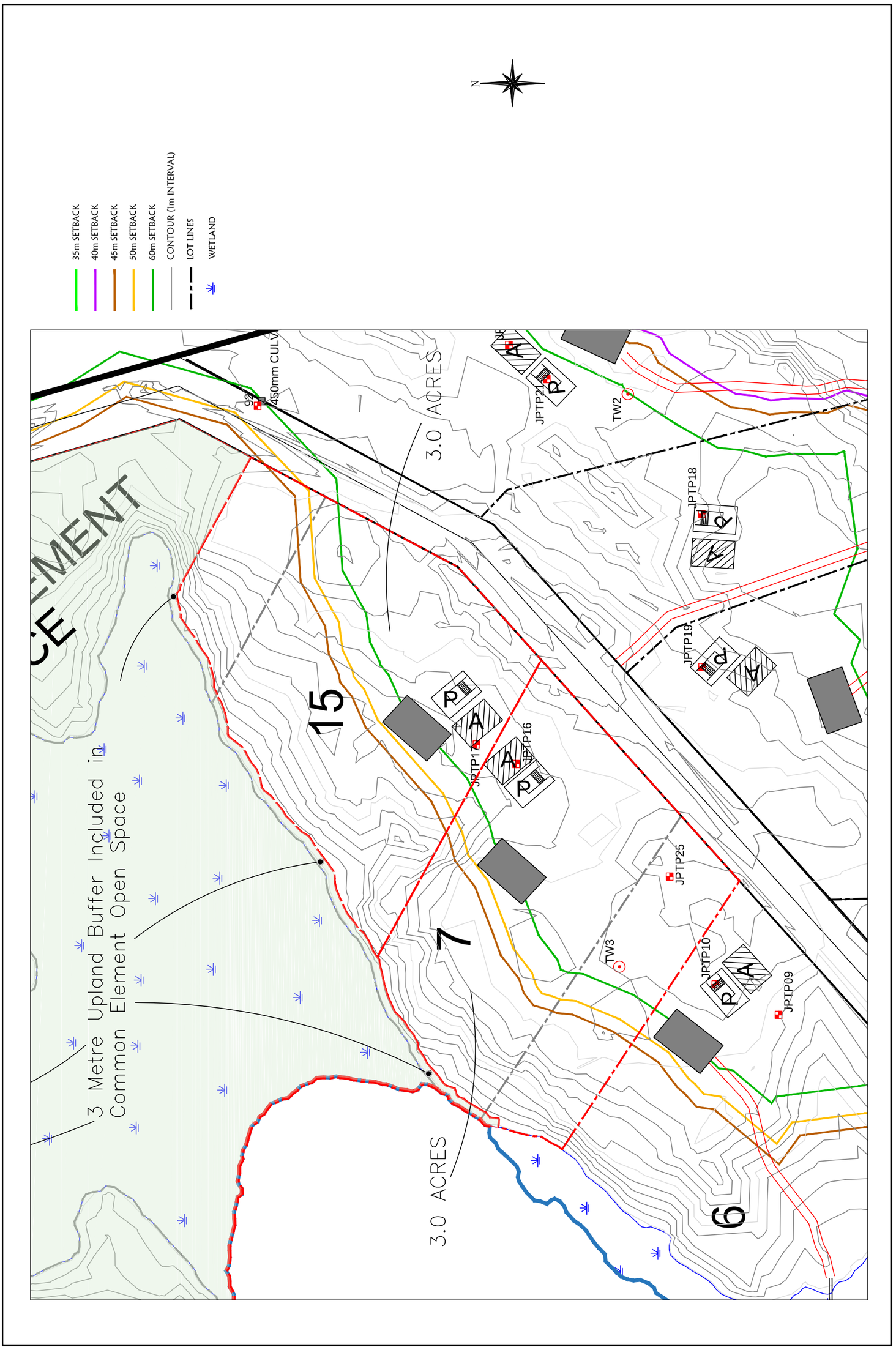
- Proposed Septic Bed Footprint (Primary)
- Proposed Septic Bed Footprint (Alternate)
- Proposed House - 3000 sq. ft.
- Proposed 18' Driveway Allotment
- Previous Lot 14 Boundary
- Revised Lot 14 Boundary (to be surveyed)
- 35m Setback
- 40m Setback
- 30m Setback from Wetland
- Shoreline
- Lot Lines
- Wetland
- Existing Bars
- New Bars

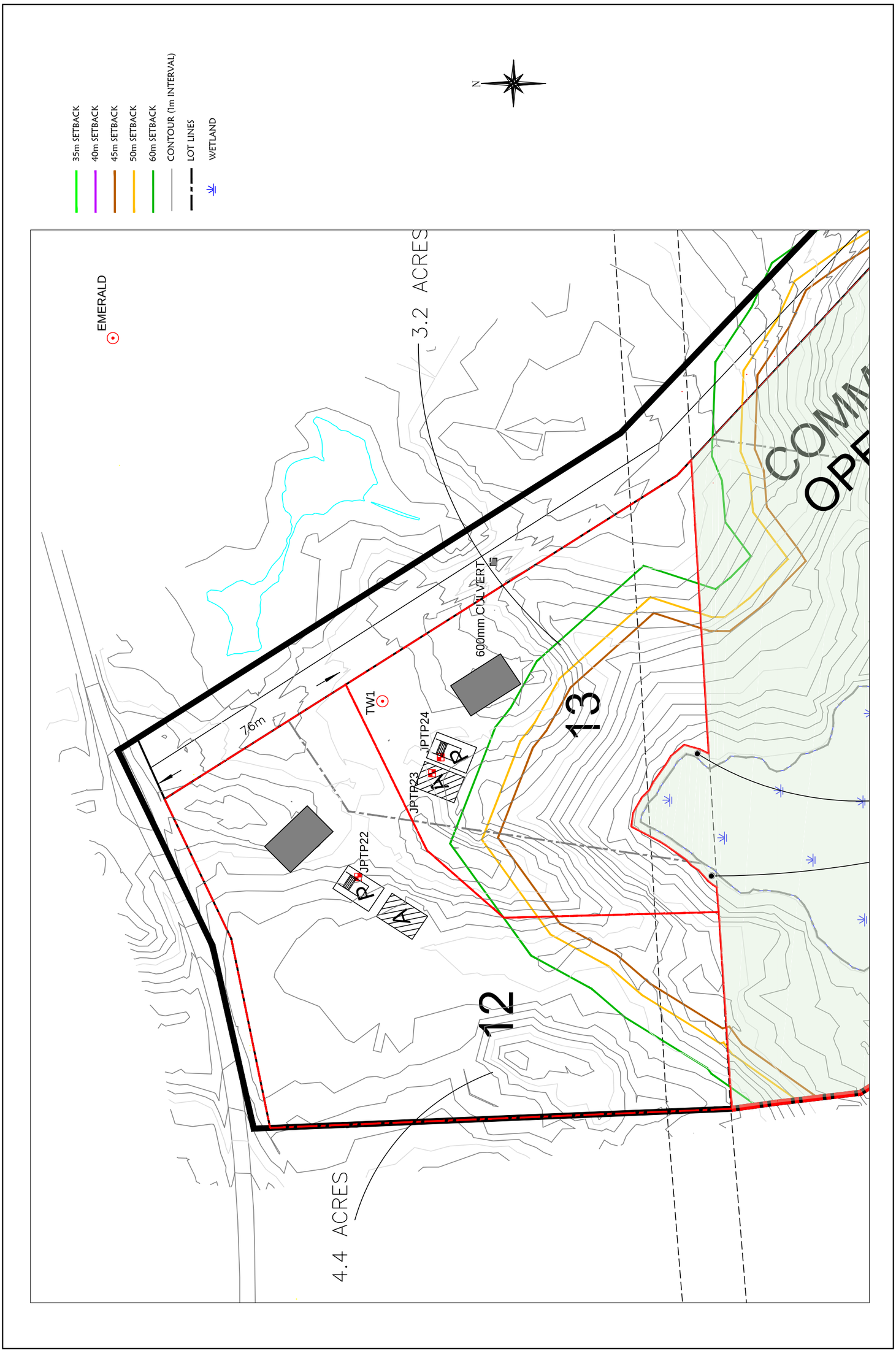
0 30

Revised Lot 3
Water Frontage: 137 m
Lane Frontage: 123 m
Lot Area: 1.55 ha (3.84 ac)

Proposed Lot 14
Water Frontage: 187 m
Lane Frontage: 81 m
Lot Area: 2.23 ha (5.52 ac)

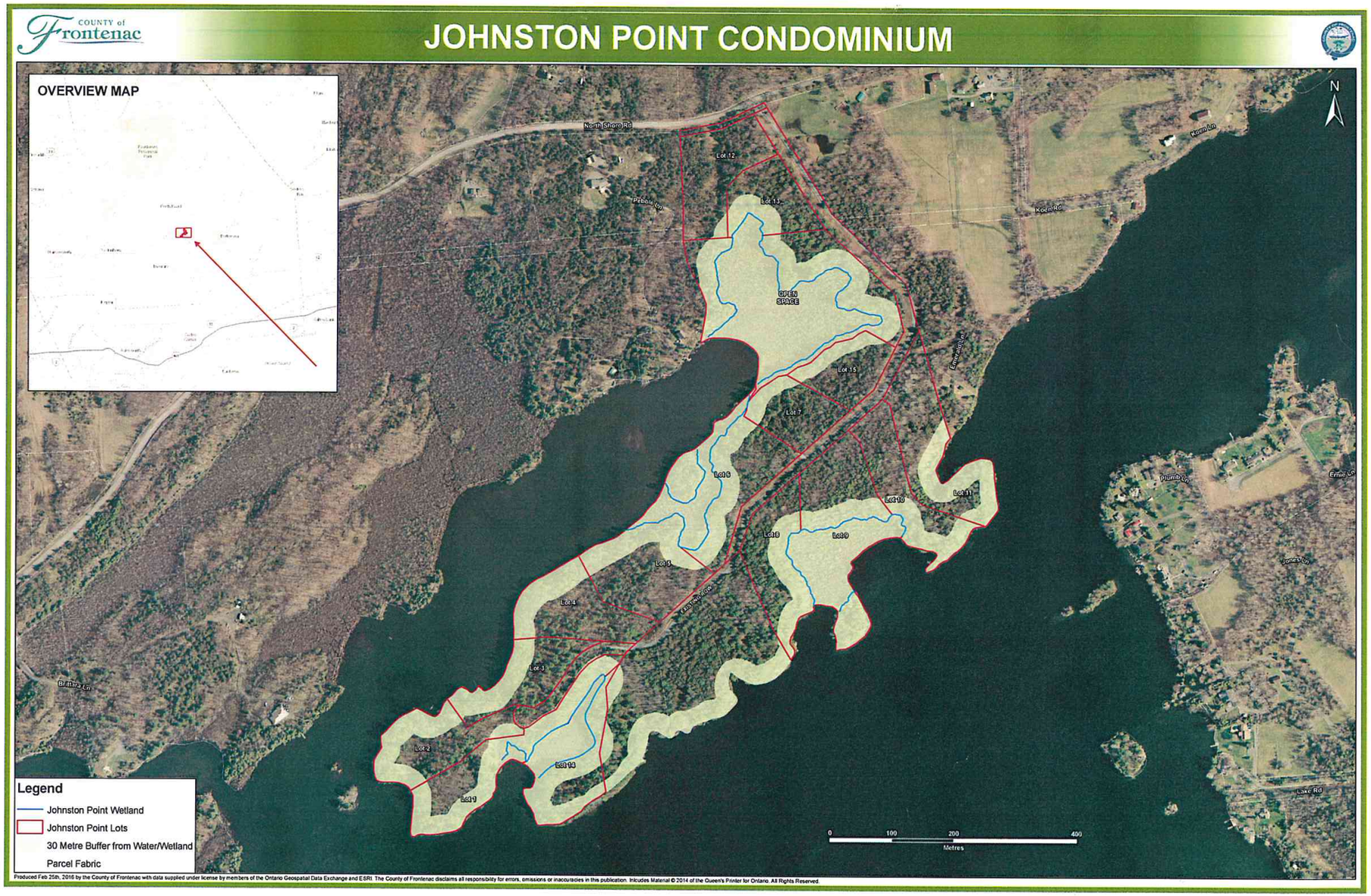
DRAFT PLAN OF VACANT LAND CONDOMINIUM
Part of LOTS 23 and 24
CONCESSIONS 6 AND 7
Geographic Township of Loughborough,
TOWNSHIP OF SOUTH FRONTENAC
County of Frontenac
4.4 ACRES
3.2 ACRES
3.0 ACRES
3.0 ACRES
COMMON ELEMENT OPEN SPACE
3 Metre Upland Buffer Included in Common Element Open Space
LAKE
LOUGHBOROUGH
LOUGHBOROUGH
LAKE
Walkway
Shared Docking via Easement
Shared Island Ownership with Shared Docking
Existing Walk
Existing Fishing Guide Docks Site 1 – 4 Docks
Existing Fishing Guide Docks Site 2 – 2 Docks
12
13
15
11
9
10
8
5
4
3
2
1
14
6
7
LEGEND
35m SETBACK
40m SETBACK
45m SETBACK
50m SETBACK
60m SETBACK
CONTOUR (1m INTERVAL)
LOT LINES
WETLAND
REFERENCES
PROPRIETARY INFORMATION MAY NOT BE REPRODUCED OR DIVULGED WITHOUT PRIOR WRITTEN CONSENT OF BLUMETRIC ENVIRONMENTAL INC. DO NOT SCALE DRAWING. THIS DRAWING MAY HAVE BEEN REDUCED.
0 m 25 m 50 m 75 m 100 m 125 m
THIS SCALE TO BE USED TO OBTAIN APPROXIMATE DIMENSIONS FOR INFORMATION
N
CLIENT
MAGENTA WATER FRONT DEVELOPMENT GARY BEACH
PROJECT
JOHNSTON'S POINT DEVELOPMENT LOT 23 & 24 CON. 6 & 7 TOWNSHIP OF SOUTH FRONTENAC - COUNTY OF FRONTENAC
TITLE
TOPOGRAPHICAL MAP & DIGITAL ORTHOPHOTO
WESA, a division of BluMetric Environmental Inc.
WESA
a BluMetric company
3108 Carp Road PO Box 430
Ottawa, Ontario K0A 1L0
TEL: (613) 839-3053 FAX: (613) 839-5376
Email: info@blumetric.ca
Web: http://www.blumetric.ca
BluMetric includes WESA, Seprotech, WESAtech, Envir-Eau, OEL-HydroSys, WESAtecnologias.
PROJECT # KB12366-01-01
DATE 2014-03-07
DRAWN YL/JFD
CHECKED JFD
DWG NO. 01
REV 0


35m SETBACK
40m SETBACK
45m SETBACK
50m SETBACK
60m SETBACK
CONTOUR (1m INTERVAL)
LOT LINES
WETLAND
N
3 Metre Upland Buffer Included in Common Element Open Space
3.0 ACRES
3.0 ACRES
15
7
6
450mm CULV
JPTP21
JPTP18
JPTP19
JPTP16
JPTP17
JPTP25
JPTP10
JPTP09
TW2
TW3
P
A


35m SETBACK
40m SETBACK
45m SETBACK
50m SETBACK
60m SETBACK
CONTOUR (1m INTERVAL)
LOT LINES
WETLAND
N
EMERALD
3.2 ACRES
4.4 ACRES
12
13
76m
TW1
600mm CULVERT
JPTP22
JPTP23
JPTP24

Attachment "E"
Site Plan Matrix

Johnston Point Site Plan Matrix												
Unit No.	waterfrontage long bay	waterfrontage main lake	individual dock permitted	maximum dock size	shared dock w/ easment on unit 10	shared 0.31 ha island	1 meter walkway to water	1.5 m bridge to island	building setback from wetland/lake	septic setback from wetland/lake	Site Plan Control	details in APS
1	no	yes	yes	20m2	no	no	yes	no	40	45	yes	yes
2	yes	yes	yes	20m2	no	no	yes	no	40	50	yes	yes
3	yes	no	yes	15m2	no	no	yes	no	50	50	yes	yes
4	yes	no	yes	15m2	no	no	yes	no	50	60	yes	yes
5	yes	no	yes	15m2	no	no	yes	no	50	60	yes	yes
6	yes	no	yes	15m2	no	no	yes	yes	50	60	yes	yes
7	no	no	no	n/a	yes	yes	no	no	50	60	yes	yes
8	no	yes	yes	20m2	no	no	yes	no	40	45	yes	yes
9	no	no	no	n/a	yes	yes	no	no	60	60	yes	yes
10	no	yes	yes	20m2	no	no	yes	no	40	60	yes	yes
11	no	yes	yes	20m2	no	no	yes	no	40	60	yes	yes
12	no	no	no	n/a	yes	yes	no	no	60	60	yes	yes
13	no	no	no	n/a	yes	yes	no	no	60	60	yes	yes
14	no	yes	yes	20m2	no	no	yes	no	35	35	yes	yes
15	no	no	no	n/a	yes	yes	no	no	50	60	yes	yes


COUNTY of Frontenac
JOHNSTON POINT CONDOMINIUM
OVERVIEW MAP
N
North Shore Rd
Lot 12
Lot 13
Parkin Rd
Koehn Rd
OPEN SPACE
Lot 15
Lot 7
Lot 6
Lot 10
Lot 11
Lot 8
Lot 9
Lot 5
Lot 4
Lot 3
Lot 2
Lot 14
Lot 1
Plumb Dr
Ernie Cr
Jones Dr
Lake Rd
Brittany Ln
0 100 200 400
Metres
Legend
Johnston Point Wetland
Johnston Point Lots
30 Metre Buffer from Water/Wetland
Parcel Fabric
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Township of South Frontenac
By-Law Number 2016-Xx

Being a by-law to amend by-law Number 2003-75, as amended, to rezone the lands from Rural (R) to Special Limited Service Residential (RLS-X), Special Limited Service Residential Waterfront (RLSW-X), Special Open Space Private (OSP-X), and Environmental Protection (EP); Part lots 23 and 24, Concessions VI and VII, Geographic Township of Loughborough: Johnston Point.

Whereas, the Municipal Council of the Township of South Frontenac deems it expedient to amend By-law Number 2003-75 as amended, as it related to a parcel of land located in Part of Lots 23 and 24, Concessions VI and VII of the Geographic Township of Loughborough.

Now therefore the Corporation of the Township of South Frontenac by its Council, hereby enacts as follows:

1. That Schedule 'x' to Zoning By-law Number 2003-75 as amended, is hereby further amended by changing the zoning from Rural (R) to Limited Service Residential (RLS-X), Limited Service Residential Waterfront (RLSW-X) and Open Space Private (OSP) for those lands shown on the attached map designated as Schedule "1".

RLS-X1

2. That Zoning By-law 2003-75 as amended is hereby further amended by adding a new section RLS-X1 (Lots 23 and 24, Concessions VI and VII, Loughborough – Johnston Point), to read as follows:

Notwithstanding the zone regulations in Section 9.3.1 or any other provision of this By-law to the contrary, on the lands zoned Special Limited Service Residential Zone (RLS-X) the following provisions shall apply:

- Units 7 and 15
    - Setback from highwater mark or floodline of a body of water (min.)
        - Building: 50 metres
        - Septic: 60 metre

    All other provisions of this by-law shall apply.

RLS-X2

1. That Zoning By-law 2003-75 as amended is hereby further amended by adding a new section RLS-X2 (Lots 23 and 24, Concessions VI and VII, Loughborough – Johnston Point), to read as follows:

Notwithstanding the zone regulations in Section 9.3.1 or any other provision of this By-law to the contrary, on the lands zoned Special Limited Service Residential Zone (RLS-X) the following provisions shall apply:

- Units 12 and 13
  - Setback from highwater mark or floodline of a body of water (min.)
    - Building: 60 metres
    - Septic: 60 metres

  All other provisions of this by-law shall apply.

RLSW-X1

1. That Zoning By-law 2003-75 as amended is hereby further amended by adding a new section RLSW-X1 (Lots 23 and 24, Concessions VI and VII, Loughborough – Johnston Point), to read as follows:

Notwithstanding the zone regulations in Section 10.3.1 or any other provision of this By-law to the contrary, on the lands zoned Special Limited Service Residential Waterfront Zone (RLSW-X1) the following provisions shall apply:

- Units 1 and 8
  - Setback from highwater mark or floodline of a body of water (min.)
    - Building: 40 metres
    - Septic: 45 metres
  - On lands zoned RLSW-X1, the only permitted uses within 40 metres of the highwater mark of Loughborough Lake shall be a walkway and a dock.
    - Number of docks permitted per unit: 1 only
    - Dock area (max.) 20 sq. metres
    - Dock length (max.) 8 metres
    - Walkway width (max.) 1.5 metres

  All other provisions of this by-law shall apply.

RLSW-X2

1. That Zoning By-law 2003-75 as amended is hereby further amended by adding a new section RLSW-X2 (Lots 23 and 24, Concessions VI and VII, Loughborough – Johnston Point), to read as follows:

Notwithstanding the zone regulations in Section 10.3.1 or any other provision of this By-law to the contrary, on the lands zoned Special Limited Service Residential Waterfront Zone (RLSW-X2) the following provisions shall apply:

- Unit 2
  - Lot frontage on a private lane (min.) 50 metres
  - Setback from highwater mark or floodline of a body of water (min.)
    - Building: 40 metres
    - Septic: 50 metres
  - On lands zoned RLSW-X2, the only permitted uses within 40 metres of the highwater mark of Loughborough Lake shall be a walkway and a dock.
    - Number of docks permitted per unit: 1 only
    - Dock area (max.) 20 sq. metres
    - Dock length (max.) 8 metres
    - Walkway width (max.) 1.5 metres

  All other provisions of this by-law shall apply.

RLSW-X3

1. That Zoning By-law 2003-75 as amended is hereby further amended by adding a new section RLSW-X3 (Lots 23 and 24, Concessions VI and VII, Loughborough – Johnston Point), to read as follows:

Notwithstanding the zone regulations in Section 10.3.1 or any other provision of this By-law to the contrary, on the lands zoned Special Limited Service Residential Waterfront Zone (RLSW-X3) the following provisions shall apply:

- Unit 3
  - Setback from highwater mark or floodline of a body of water (min.)
    - Building: 50 metres
    - Septic: 50 metres
  - On lands zoned RLSW-X3, the only permitted uses within 50 metres of the highwater mark of Loughborough Lake shall be a walkway and a dock.
    - Number of docks permitted per unit: 1 only
    - Dock area (max.) 15 sq. metres
    - Dock length (max.) 8 metres
    - Walkway width (max.) 1.5 metres

  All other provisions of this by-law shall apply.

RLSW-X4

1. That Zoning By-law 2003-75 as amended is hereby further amended by adding a new section RLSW-X4 (Lots 23 and 24, Concessions VI and VII, Loughborough – Johnston Point), to read as follows:

Notwithstanding the zone regulations in Section 10.3.1 or any other provision of this By-law to the contrary, on the lands zoned Special Limited Service Residential Waterfront Zone (RLSW-X4) the following provisions shall apply:

- Units 4, 5 and 6
  - Setback from highwater mark or floodline of a body of water (min.)
    - Building: 50 metres
    - Septic: 60 metres
  - On lands zoned RLSW-X4, the only permitted uses within 50 metres of the highwater mark of Loughborough Lake shall be a walkway and a dock.
    - Number of docks permitted per unit: 1 only
    - Dock area (max.) 15 sq. metres
    - Dock length (max.) 8 metres
    - Walkway width (max.) 1.5 metres

  All other provisions of this by-law shall apply.

RLSW-X5

1. That Zoning By-law 2003-75 as amended is hereby further amended by adding a new section RLSW-X5 (Lots 23 and 24, Concessions VI and VII, Loughborough – Johnston Point), to read as follows:

Notwithstanding the zone regulations in Section 10.3.1 or any other provision of this By-law to the contrary, on the lands zoned Special Limited Service Residential Waterfront Zone (RLSW-X5) the following provisions shall apply:

- Unit 9
  - Setback from highwater mark or floodline of a body of water (min.)
    - Building: 60 metres
    - Septic: 60 metres

  All other provisions of this by-law shall apply.

RLSW-X6

1. That Zoning By-law 2003-75 as amended is hereby further amended by adding a new section RLSW-X6 (Lots 23 and 24, Concessions VI and VII, Loughborough – Johnston Point), to read as follows:

Notwithstanding the zone regulations in Section 10.3.1 or any other provision of this By-law to the contrary, on the lands zoned Special Limited Service Residential Waterfront Zone (RLSW-X6) the following provisions shall apply:

- Units 10 and 11
    - Setback from highwater mark or floodline of a body of water (min.)
        - Building: 40 metres
        - Septic: 60 metres
    - On lands zoned RLSW-X6, the only permitted uses within 40 metres of the highwater mark of Loughborough Lake shall be a walkway and a dock.
        - Number of docks permitted per unit: 1 only
        - Dock area (max.) 20 sq. metres
        - Dock length (max.) 8 metres
        - Walkway width (max.) 1.5 metres

    All other provisions of this by-law shall apply.

RLSW-X7

1. That Zoning By-law 2003-75 as amended is hereby further amended by adding a new section RLSW-X7 (Lots 23 and 24, Concessions VI and VII, Loughborough – Johnston Point), to read as follows:

Notwithstanding the zone regulations in Section 10.3.1 or any other provision of this By-law to the contrary, on the lands zoned Special Limited Service Residential Waterfront Zone (RLSW-X7) the following provisions shall apply:

- Unit 14
    - Setback from highwater mark or floodline of a body of water (min.)
        - Building: 35 metres
        - Septic: 35 metre
    - On lands zoned RLSW-X7, the only permitted uses within 35 metres of the highwater mark of Loughborough Lake shall be a walkway and a dock.
    - Number of docks permitted per unit: 1 only
    - Dock area (max.) 20 sq. metres
    - Dock length (max.) 8 metres

- Walkway width (max.) 1.5 metres

All other provisions of this by-law shall apply.

OSP-X

1. That Zoning By-law 2003-75 as amended is hereby further amended by adding a new section OSP (Lots 23 and 24, Concessions VI and VII, Loughborough – Johnston Point), to read as follows:

   Notwithstanding the zone regulations in Section 31.2 or any other provision of this By-law to the contrary, on the lands zoned Special Open Space Private (OSP-X) the following uses are permitted:

   - A dock;
   - Number of docks permitted: 2 only, provided that 1 dock be situated on the mainland and 1 dock be situated on the island.
   - A walkway, maximum width 1.5 metres.
   - Minimum walkway setback from wetland boundary: 3 metres

     All other provisions of this by-law shall apply.

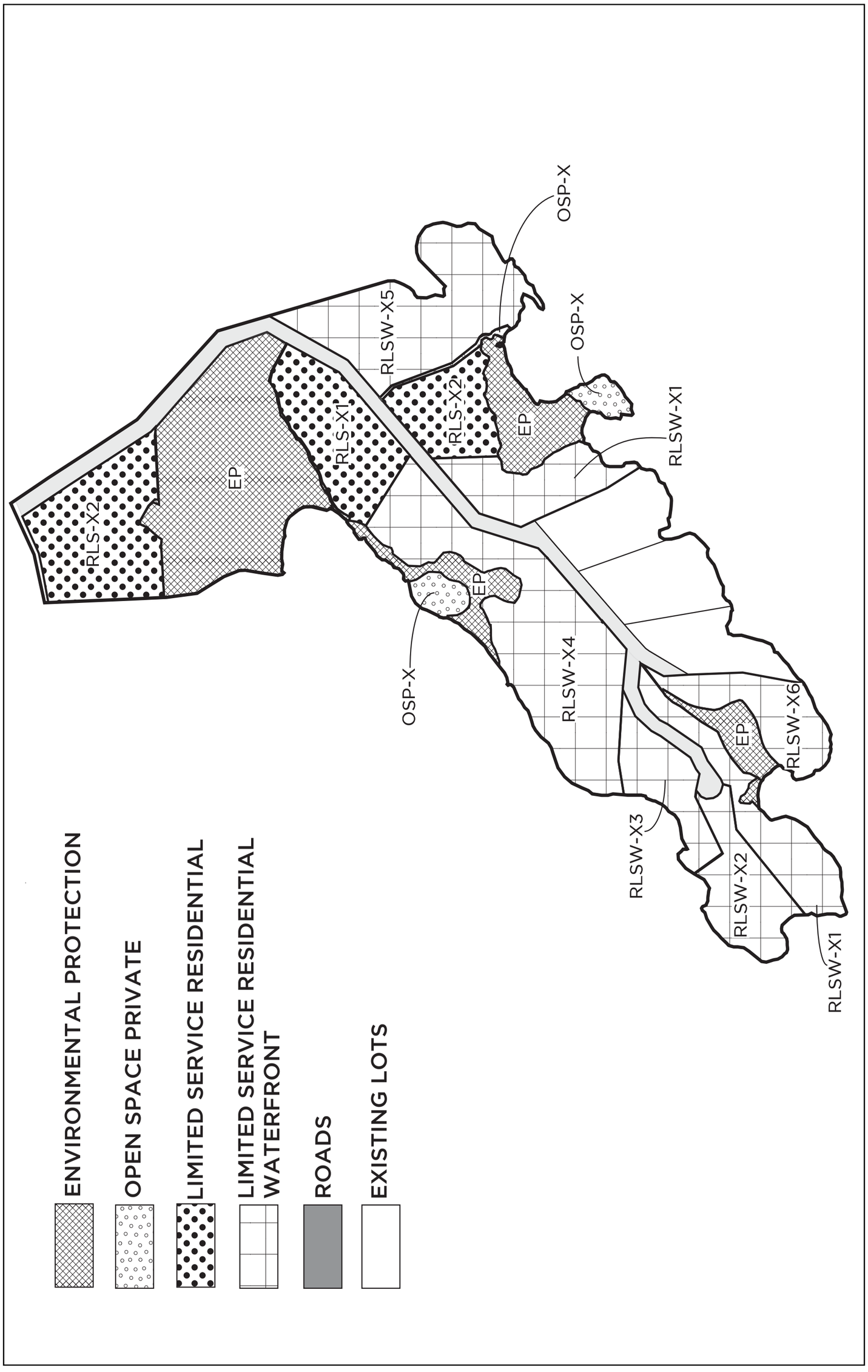
OSP-X1

1. That Zoning By-law 2003-75 as amended is hereby further amended by adding a new section OSP (Lots 23 and 24, Concessions VI and VII, Loughborough – Johnston Point), to read as follows:

Notwithstanding the zone regulations in Section 31.2 or any other provision of this By-law to the contrary, on the lands zoned Special Open Space Private (OSP-X1) the following uses are permitted:

- Unit 6
  - A dock;
  - Number of docks permitted: 1 only
  - Dock area (max.): 15 square metres
  - Dock length (max.) 8 metres
  - A walkway, maximum width: 1.5 metres.

  All other provisions of this by-law shall apply.


ENVIRONMENTAL PROTECTION
OPEN SPACE PRIVATE
LIMITED SERVICE RESIDENTIAL
LIMITED SERVICE RESIDENTIAL WATERFRONT
ROADS
EXISTING LOTS
RLS-X2
EP
RLS-X1
RLSW-X5
OSP-X
RLS-X2
EP
OSP-X
RLSW-X1
EP
OSP-X
RLSW-X4
RLSW-X3
EP
RLSW-X6
RLSW-X2
RLSW-X1

Agenda Item #:

TOWNSHIP OF SOUTH FRONTENAC
RESOLUTION

Resolution No.: 2016-6-4 **Date:** 1 Mar 2016

Moved by Councillor _____

Seconded by Councillor Pat Barr

THAT Council supports the draft plan of condominium for Johnson Point for 15 units with the conditions as presented December 1, 2015

CARRIED _____ **DEFEATED** _____ **DEFERRED** _____

MAYOR _____

I certify that this is a true copy of No._____ **Dated**_____ **and approved at** _____.

CLERK-ADMINISTRATOR _____

RECORDED VOTES

	YES	NO
P. Barr		
J. McDougall		
A. Revill		
B. Robinson		

	YES	NO
N. Roberts		
M. Schjerning		
R. Sleeth		
R. Sutherland		
R. Vandewal		

Agenda Item #:

TOWNSHIP OF SOUTH FRONTENAC
RESOLUTION

Resolution No.: 2016-6-5 Date:1 Mar 2016

Moved by Councillor Pat Barr

Seconded by Councillor

THAT Council supports the zoning that flows from the approval of the 15 unit motion just approved..

CARRIED ✓ DEFEATED _____ DEFERRED _____

MAYOR _____

I certify that this is a true copy of No._____ Dated_____ and approved at _____.

CLERK-ADMINISTRATOR _____

RECORDED VOTES

	YES	NO
P. Barr		
J. McDougall		
A. Revill		
B. Robinson		

	YES	NO
N. Roberts		
M. Schjerning		
R. Sleeth		
R. Sutherland		
R. Vandewal		

Report 2015-034

Council Recommend Report

To:	Warden and Council Members of the County of Frontenac
From:	Kelly J. Pender, Chief Administrative Officer
Date of meeting:	March 16, 2016
Re:	**Office of the CAO – Big Data for Small Places – Grant Application**

Recommendation

That the County of Frontenac support the application for a grant for the "Big Data for Small Places" project;

And Further that, if required act as the lead agency for the project, subject to adequate compensation being received for the staff time required to administer the grant.

Background

A group of Counties in Eastern Ontario have been asked to participate in project called "Big Data for Small Places". The purpose of the project is twofold:

- Build data analyst skill set in municipal staff in Eastern Ontario – including access, research skills and analysis; and
- To complete analysis on current projects that will have both local relevance and impact.

Funding for the project will be sought from the Rural Economic Development (RED) program.

For the purposes of the funding application, one of the partner Counties will be designated as the "lead" organization. Frontenac may be asked to act in the lead role.

Comment

Data research and analysis is becoming increasingly important for all levels of government. From improving transparency, to justifying the allocation of scare resources, improved data analysis skills are becoming more relevant.

With the support of the Provincial government, a pilot project was conducted in 2015 with two Eastern Ontario municipalities. The pilot was deemed successful enough to warrant a larger roll out.

Several projects have been identified that will have both a regional and local impact, including precedents, demand analysis, delivery options and funding sources/scenarios, including:

- Rural transportation – potentially in partnership with Lanark County or the Limestone District School Board.
- Health Hubs – potentially with Lanark County. Examine precedents and recommend a model.
- Rural library service delivery – potentially with the Kingston Frontenac Library Board
- Food Hubs – potentially with City of Kingston, neighbouring Counties
- Human Resources Management – attendance management, wellness and engagement. Potentially with member municipalities and/or neighbouring Counties.

Subject to funding approval, final projects and partnerships details will need to be finalized by August 2016 for a potential start date of the fall. The final list of projects, partners and funding will be reported to Council prior to the start of the project.

It is anticipated that program will be taught by qualified professors from an Eastern Ontario post-secondary institution.

This project will provide Council with a high value product on a relevant project and increase data analysis/research capability in staff and partner agencies.

Sustainability Implications

The projects will address economic and social imperatives in Frontenac County and build capacity in staff and partner agencies.

Financial Implications

The total cost of the project will vary depending upon the number of Counties involved. County share will be finalized as the proposal moves forward, but at this point it is anticipated that current training/project budgets will be sufficient.

Organizations, Departments and Individuals Consulted and/or Affected

Eastern Ontario Counties
Kingston Frontenac Public Library

Council Recommend Report

Report 2016-035

To:	Warden and Council Members of the County of Frontenac
From:	Kelly J. Pender, Chief Administrative Officer
Prepared by:	Joe Gallivan, Director of Planning and Economic Development
	Reid Shepherd, Community Planner
Date of meeting:	March 16, 2016
Re:	**Planning and Economic Development – Willowbrook Estates Plan of Subdivision Final Approval – County File 10T-2013/001**

Recommendation

Resolved That the Council of the County of Frontenac receive the Planning and Economic Development – Willowbrook Estates Plan of Subdivision Final Approval – County File 10T-2013/001 report;

And Further That the Council of the County of Frontenac grant Final Approval to the Willowbrook Estates Plan of Subdivision – County File 10T-2013/001;

And Finally That the Clerk be authorized to issue Final Approval and approve the plan for registration by executing the required documents.

Background

The Willowbrook Estates approved Draft Plan of Subdivision is located in the Township of South Frontenac and is located on the west side of Perth Road in the hamlet of Inverary. The lands are characterized by fields and wetlands with wooded areas and the Inverary Golf & Country Club to the west. The surrounding area contains mostly single detached lots and some commercial development such as the adjacent hardware store/grocery store on the east side of Perth Road. The subject property, which is currently owned by 1059823 Ontario Ltd. (Tony Matias), is 27.8 hectares (69 acres) in size.

The original proposal was for the creation of a residential plan of subdivision consisting of 16 single detached units, one environmental protection block, two roads, and one walkway block. Minor revisions to this plan, including phasing, are part of this new

submission that was considered and approved by County Council at its meeting held on January 16th, 2016. The revised plan with aerial imagery is attached as Appendix "A"

The draft approved plan would see the creation 16 residential lots for single detached dwellings on private services, and one (1) block of Environmental Protection (EP) lands. The development would take place in two phases, with Phase 1 being comprised of seven (7) lots, and Phase 2 being comprised of nine (9) lots. It would include a "turning bulb" located at the north end of the road for Phase 1 to allow for proper vehicle turning area for Phase 1 development. The bulb would be erased once Phase 2 work takes place. A requirement to install lighting at the "turning bulb" is also a condition of the plan, along with the construction of a sidewalk. Maps of the plan are attached as Appendices B and C and the draft conditions approved by Council on January 20, 2016 are included as Appendix D.

As the conditions of draft approval have been cleared, the County has now received a request from the proponent for final approval.

Comment

County staff have reviewed the Final Plan of Subdivision for conformity with the approved Draft Plan of Subdivision and reviewed each condition to ensure the conditions were satisfied.

The conditions of draft subdivision approval have been met to the satisfaction of County staff through the submission of the final plan and through a clearance letter provided by the Township of South Frontenac. The clearance letter and confirmation of the draft conditions are included in Appendix E.

Appendix F includes the applicant's request for final approval as well as documentation detailing how all of the conditions of draft approval have been satisfied.

Staff are satisfied that the application for final approval:

(i) is consistent with the Provincial Policy Statement;

(ii) meets the tests under Section 51(24) of the *Planning Act*;

(iii) complies with policies of the Township of South Frontenac's Official Plan and conforms to the Zoning By-law; and,

(iv) has fulfilled the revised conditions of draft approval issued by County Council on January 20, 2016.

Financial Implications

The required fee to process final approval of the plan of subdivision in the amount of $600 has been paid to the County by the proponent and all funds owed have been paid to the Township.

Sustainability Implications

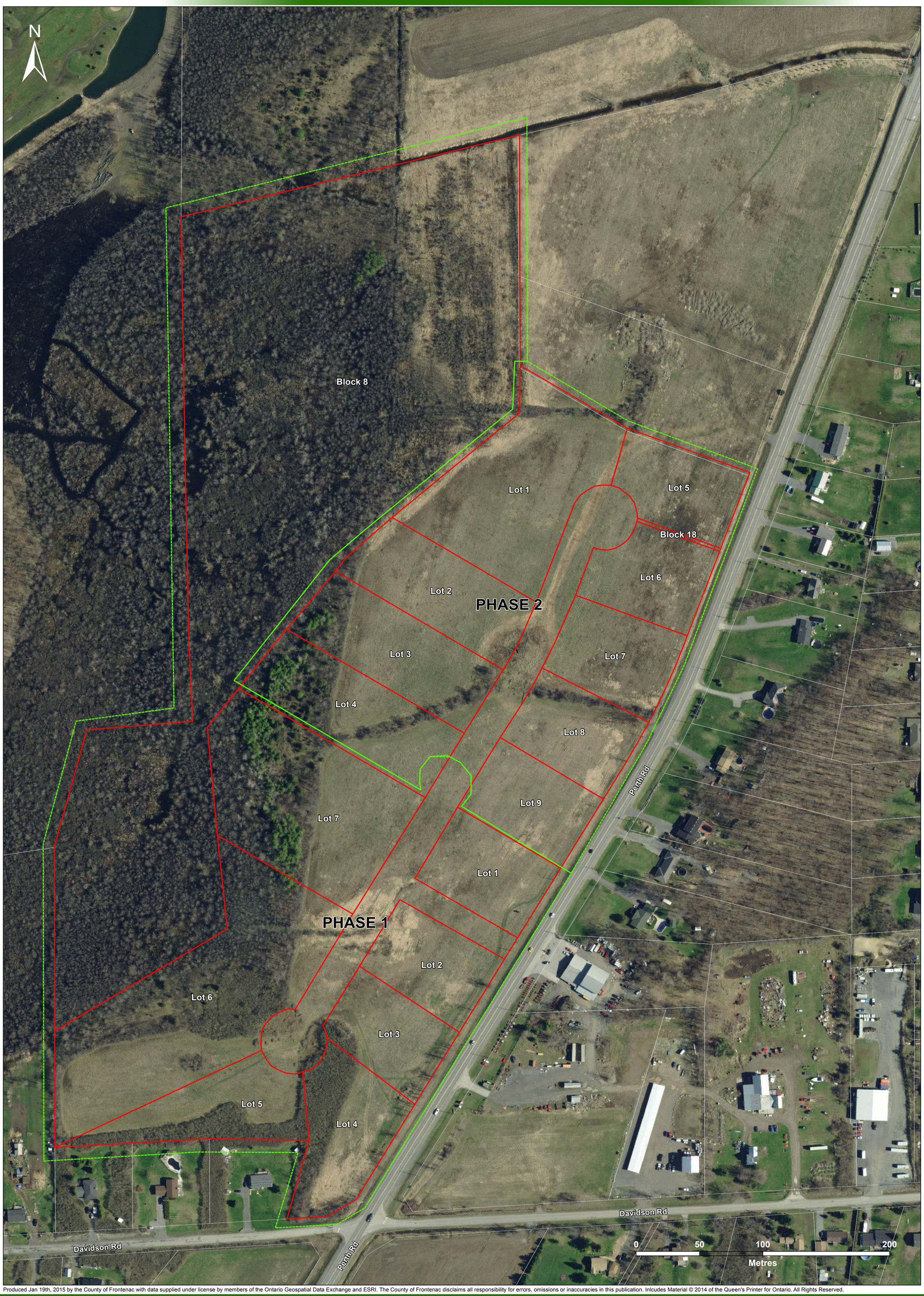
One of the key focus areas of *Directions for Our Future*, the County's Sustainability Plan, is the *Protection of Natural Areas*. The plan recognizes that the Frontenacs are unique due to the rich natural environment and supports growth and development in settlement areas.

Organizations, Departments and Individuals Consulted and/or Affected

Township of South Frontenac
Commenting Agencies

COUNTY of Frontenac

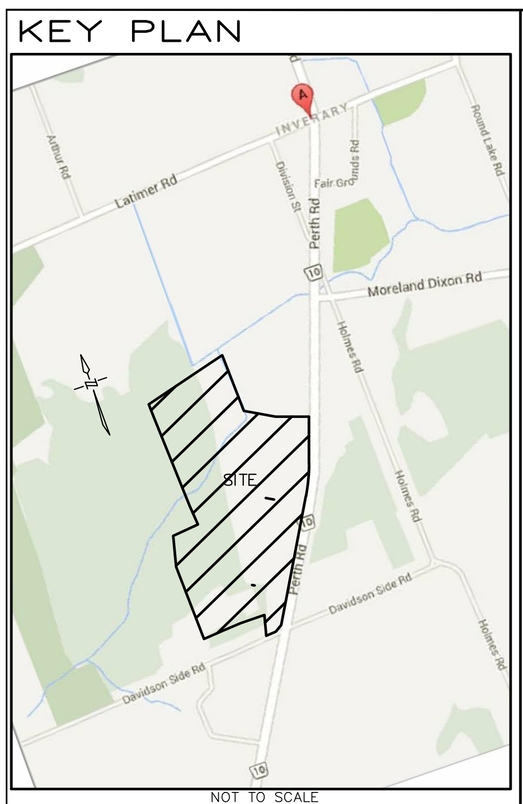
WILLOWBROOK ESTATES



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WILLOWBROOK ESTATES

KEY PLAN



NOT TO SCALE

DRAFT PLAN OF SUBDIVISION

PART OF LOTS 18 AND 19
CONCESSION 2 AND PART OF
ROAD ALLOWANCE BETWEEN
LOTS 18 AND 19
FORMERLY MUNICIPAL TWP OF
STORRINGTON

COUNTY OF FRONTENAC

SCALE: 1 :1500
DATE: SEPTEMBER 19 2014.

0m 10m 20m 40m 100m

SECTION 51(17)
PLANNING ACT– INFORMATION

A) BOUNDARY OF LANDS TO BE SUBDIVIDED AS SHOWN ON DRAFT PLAN
B) EXISTING AND PROPOSED ROADWAYS AS SHOWN ON DRAFT PLAN
C) RELATIONSHIP TO ADJACENT LANDS AS SHOWN ON DRAFT PLAN AND KEY PLAN
D) LANDS TO BE USED FOR RESIDENTIAL PURPOSES

E) EXISTING USES OF ADJACENT LANDS AS SHOWN ON DRAFT PLAN
F) APPROXIMATE DIMENSIONS AND LAYOUT OF LOTS AS SHOWN ON DRAFT PLAN
G) NATURAL AND ARTIFICIAL FEATURES AS SHOWN ON DRAFT PLAN
H) PRIVATE WATER WELLS TO BE PROVIDED
I) SOIL IS 0–2m OVERBURDEN OF CLAY, SAND, AND GRAVEL TILL OVER BEDROCK
J) CONTOURS FROM NOVEMBER 2008 TOPOGRAPHIC SURVEY BY JOSSELYN ENGINEERING SHOWN ON DRAFT PLAN
K) SERVICES AVAILABLE INCLUDE HYDRO AND BELL
L) RESTRICTIONS AFFECTING THE LAND ARE SHOWN ON THE DRAFT PLAN

SITE DATA

Land Use	Number of lots	Number of units	Length	Area (ha.)	Percent (%)
RESIDENTIAL LOTS (Lots 1 to 16	16			15.16	54.54%
EPA BLOCK (Block 17)	1			10.87	39.12%
BLOCK 18	1			0.02	0.07%
Road	1			1.76	6.34%
Total				27.79	100%

OWNER'S CERTIFICATE

I, Tony Matias, hereby authorize Josselyn Engineering to prepare and submit this plan to the County of Frontenac, for review and approval.

SIGNED:_____ DATE: _____
1059823 Ontario LTD.
O/A Tagus Landholdings & Development

LEGEND:

SSIB'S PLANTED DUE TO INSUFFICIENT OVERBURDEN

—□—	*denotes*	*Planted Survey Monument*
—■—	"	*Found Survey Monument*
SIB	"	*Standard Iron Bar*
SSIB	"	*Short Standard Iron Bar*
IB	"	*Iron Bar*
IB⊕	"	*Iron Bar (round)*
RB	"	*Rock Bar*
RP	"	*Rock Post*
RPL	"	*Rock Plug*
(WIT)	"	*Witness*
(M)	"	*Measured*
(R.P.)	"	*Registered Plan*
(HP)	"	*Hydro Pole*
(P1)	"	*Expropriation Plan No. 1401*
(P2)	"	*Plan 13R–8625*
(P3)	"	*Plan 13R–8035*
(1022)	"	*N.B. Campbell O.L.S.*
(1120)	"	*James A. Minnes O.L.S.*
(1407)	"	*M.P. Allen O.L.S.*
(1801)	"	*Hopkins, Cormier & Chitty O.L.S*

SURVEYOR'S CERTIFICATE:

I CERTIFY THAT:

The boundaries of the lands to be subdivided and their relationship to adjacent lands are correctly shown.

HCC SURVEYING CONSULTANTS Inc.

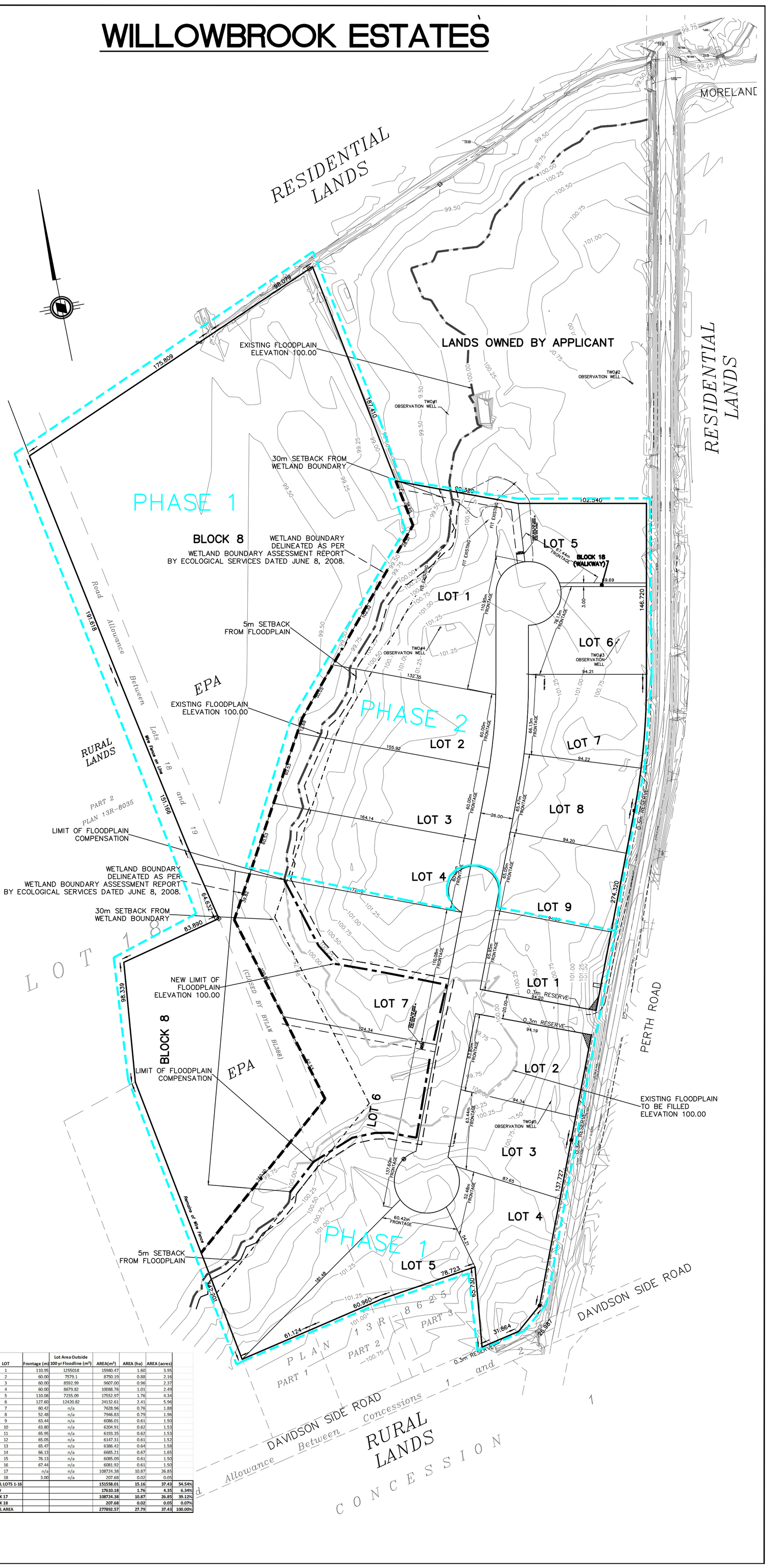
DATE: _____ _____
PHIL W. CHITTY – O.L.S.

HOPKINS, CORMIER & CHITTY
Surveying Consultants Inc.
Ontario & Canada Land Surveyors
www.hopkinscormier.com
634–636 NORRIS COURT
KINGSTON, ONTARIO K7P–2R9
Tel (613) 384–9266
Fax (613) 384–3513

PROJECT No. 2007–229
LOT 18 & 19, CONCESSION 2
Township of Storrington

Josselyn Engineering Inc.
1225 GARDINERS ROAD, #105
KINGSTON, ONTARIO K7P 0G3
TEL : 613-634-9278
FAX : 613-634-9138
E-MAIL : mjosselyn@josselyn.ca

No.	By	Date	Revision	Checked
3	GW	OCTOBER 14, 2015	REVISED LOT NUMBERS AND ADDED PHASE LIMITS	MJ
2	NB	SEPTEMBER 18, 2014	REVISED SITE DATA TABLE	MJ
1	NB	AUGUST 13, 2014	REVISED AS PER TOWNSHIP COMMENTS	MJ



LOT	Frontage (m)	Lot Area Outside 100 yr Floodline (m²)	AREA(m²)	AREA (ha)	AREA (acres)	
1	110.95	1255018	15980.47	1.60	3.95	
2	60.00	7579.1	8750.19	0.88	2.16	
3	60.00	8592.99	9607.00	0.96	2.37	
4	60.00	8679.82	10088.76	1.01	2.49	
5	110.08	7235.09	17552.97	1.76	4.34	
6	127.60	12420.82	24132.61	2.41	5.96	
7	60.42	n/a	7628.96	0.76	1.88	
8	52.48	n/a	7946.83	0.79	1.96	
9	63.44	n/a	6086.01	0.61	1.50	
10	63.80	n/a	6204.91	0.62	1.53	
11	65.95	n/a	6193.35	0.62	1.53	
12	65.05	n/a	6147.31	0.61	1.52	
13	65.47	n/a	6386.42	0.64	1.58	
14	66.13	n/a	6685.21	0.67	1.65	
15	76.13	n/a	6085.09	0.61	1.50	
16	67.44	n/a	6081.92	0.61	1.50	
17	n/a	n/a	108724.38	10.87	26.85	
18	3.00	n/a	207.68	0.02	0.05	
TOTAL LOTS 1-16			**151558.01**	**15.16**	**37.43**	**54.54%**
ROAD			**17610.18**	**1.76**	**4.35**	**6.34%**
BLOCK 17			**108724.38**	**10.87**	**26.85**	**39.12%**
BLOCK 18			**207.68**	**0.02**	**0.05**	**0.07%**
TOTAL AREA			**277892.57**	**27.79**	**37.43**	**100.00%**

PLAN OF SUBDIVSION OF

PART of LOTS 18 and 19, CONCESSION 2
PART of the ROAD ALLOWANCE between LOTS 18 and 19

Geographic Township of Loughborough
(Former Municipal Township of Storrington)

TOWNSHIP of SOUTH FRONTENAC

COUNTY of FRONTENAC

SCALE = 1:1500

50metres 0 50 100 150metres

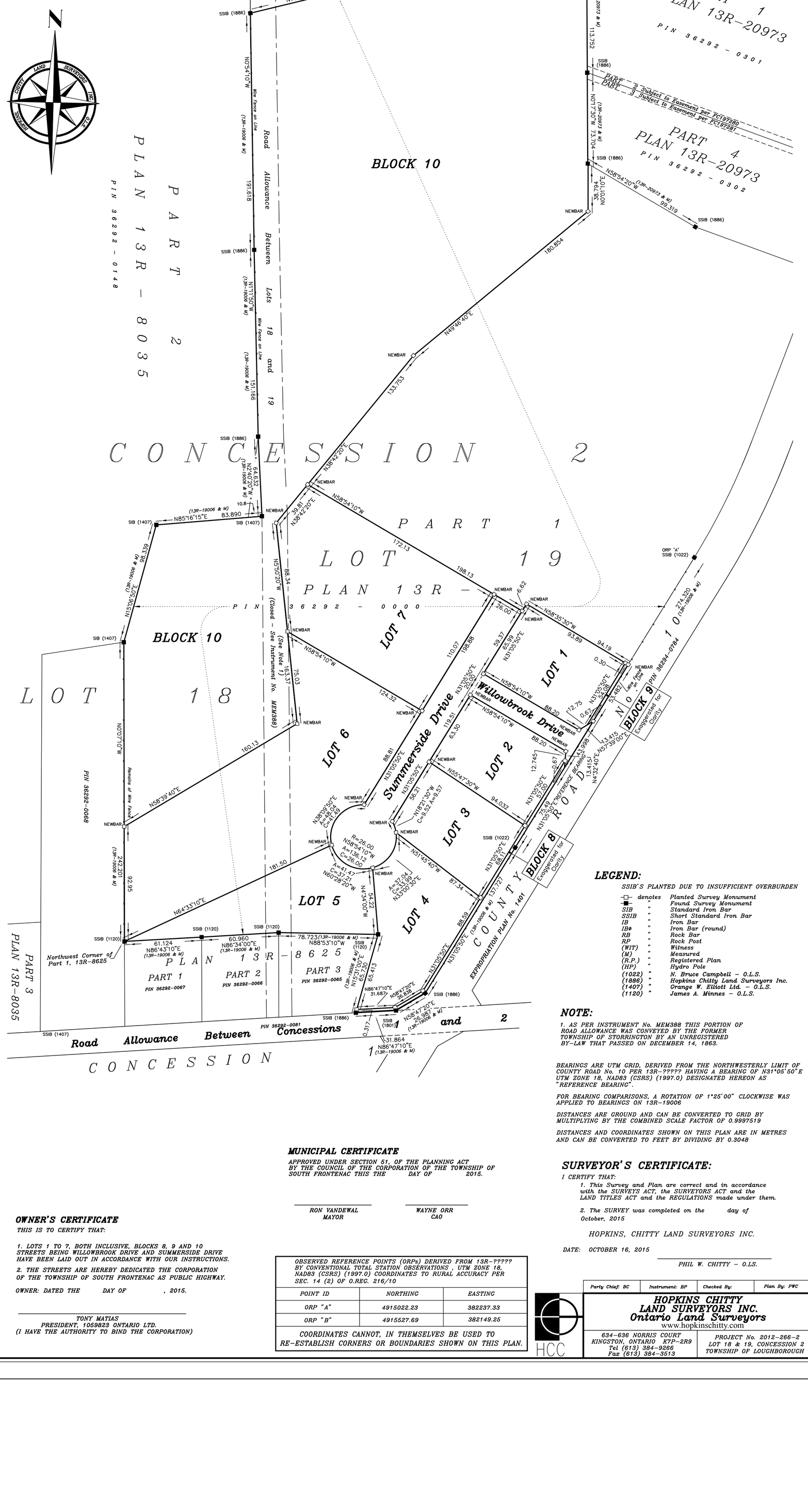
HOPKINS CHITTY LAND SURVEYORS INC. –2015–

PLAN 13M–

I CERTIFY that this PLAN is REGISTERED in the LAND REGISTRY OFFICE for the LAND TITLES DIVISION of FRONTENAC (No. 13) at O'CLOCK on the day of , 2015 AND ENTERED IN THE PARCEL REGISTER FOR PROPERTY IDENTIFIER No. 36292–0000 AND THE REQUIRED CONSENTS ARE REGISTERED as PLAN DOCUMENT No. LT.

REPRESENTATIVE FOR LAND REGISTRAR

THIS PLAN COMPROMISES PART OF PIN 36292–0000



LEGEND:

SSIB'S PLANTED DUE TO INSUFFICIENT OVERBURDEN

□–	denotes	Planted Survey Monument
■–	"	Found Survey Monument
SIB	"	Standard Iron Bar
SSIB	"	Short Standard Iron Bar
IB	"	Iron Bar
IBø	"	Iron Bar (round)
RB	"	Rock Bar
RP	"	Rock Post
(WIT)	"	Witness
(M)	"	Measured
(R.P.)	"	Registered Plan
(HP)	"	Hydro Pole
(1022)	"	N. Bruce Campbell – O.L.S.
(1886)	"	Hopkins Chitty Land Surveyors Inc.
(1407)	"	Grange W. Elliott Ltd. – O.L.S.
(1120)	"	James A. Minnes – O.L.S.

NOTE:

1. AS PER INSTRUMENT No. MEM388 THIS PORTION OF ROAD ALLOWANCE WAS CONVEYED BY THE FORMER TOWNSHIP OF STORRINGTON BY AN UNREGISTERED BY–LAW THAT PASSED ON DECEMBER 14, 1863.

BEARINGS ARE UTM GRID, DERIVED FROM THE NORTHWESTERLY LIMIT OF COUNTY ROAD No. 10 PER 13R–????? HAVING A BEARING OF N31°05'50"E UTM ZONE 18, NAD83 (CSRS) (1997.0) DESIGNATED HEREON AS "REFERENCE BEARING".

FOR BEARING COMPARISONS, A ROTATION OF 1°25'00" CLOCKWISE WAS APPLIED TO BEARINGS ON 13R–19006

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.9997519

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

MUNICIPAL CERTIFICATE

APPROVED UNDER SECTION 51, OF THE PLANNING ACT BY THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC THIS THE DAY OF 2015.

RON VANDEWAL
MAYOR

WAYNE ORR
CAO

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT:

1. LOTS 1 TO 7, BOTH INCLUSIVE, BLOCKS 8, 9 AND 10 STREETS BEING WILLOWBROOK DRIVE AND SUMMERSIDE DRIVE HAVE BEEN LAID OUT IN ACCORDANCE WITH OUR INSTRUCTIONS.

2. THE STREETS ARE HEREBY DEDICATED THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC AS PUBLIC HIGHWAY.

OWNER: DATED THE DAY OF , 2015.

TONY MATIAS
PRESIDENT, 1059823 ONTARIO LTD.
(I HAVE THE AUTHORITY TO BIND THE CORPORATION)

OBSERVED REFERENCE POINTS (ORPs) DERIVED FROM 13R–????? BY CONVENTIONAL TOTAL STATION O

Applicant: 1069823 Ont. Ltd. (Matias)	**Date of Decision: January 20, 2016**
File No.: 10T-2013/001	**Date of Notice:**
Subject Lands: Willowbrook Estates **being Part of Lots 18 and 19, Concession 2 and Part of Road Allowance between Lot 18 and 19, former Township of Storrington, Township of South Frontenac, County of Frontenac**	

CONDITIONS TO APPROVAL

The conditions of approval for the draft plan of subdivision are as follows:

1. **Approved Draft Plan:**

   That this conditional approval applies to the Draft Plan of Subdivision, dated September 19, 2014 and updated October 14, 2015, showing a total of sixteen residential lots, two blocks and two streets in two phases of development, and the Plan of Subdivision for Phase 1 dated October 16, 2015, both of which are prepared and certified by Hopkins, Cormier & Chitty, Surveying Consultants Inc. OLS.

2. **Subdivision Agreement:**

   A. That this development may be developed in two phases, and that each phase be developed as a separate plan of subdivision.

   B. That the owners of the subject land enter into a subdivision agreement with the Township of South Frontenac for Phase 1, prepared to the satisfaction of the municipality, to be registered on title of the subject land.

   C. Prior to final approval of Phase 2, the owner of the subject lands shall enter into a subdivision agreement with the Township of South Frontenac for Phase 2, prepared to the satisfaction of the municipality, to be registered on title of the subject land and which shall satisfy all draft plan conditions for Phase 2.

   D. That the Subdivision Agreement and all Agreements of Purchase and Sale shall include provisions stipulating that any dwelling erected on Lots 1, 2, and 3 of Phase 1 and Lots 6, 7, 8, and 9 of Phase 2 shall be oriented such that the front façade of the dwelling (or architectural treatment simulating a front façade) faces Perth Road to the satisfaction of the Township. For clarity, it will be the decision of the Township as to what method of construction will satisfy this requirement.

Applicant: 1069823 Ont. Ltd. (Matias)	**Date of Decision: January 20, 2016**
File No.: 10T-2013/001	**Date of Notice:**
Subject Lands: Willowbrook Estates **being Part of Lots 18 and 19, Concession 2 and Part of Road Allowance between Lot 18 and 19, former Township of Storrington, Township of South Frontenac, County of Frontenac**	

E. That the owner agree in writing to satisfy all the requirements, financial and otherwise, of the municipality concerning the provision and/or upgrading of roads, installation of services, and drainage, all in accordance with the municipality's standards and procedures.

3. Financial Requirements:

A. That the owner agree in writing to satisfy all the requirements, financial and otherwise of the municipality concerning the provision/upgrading of roads, installation of services and drainage, in accordance with the municipality's standards and procedures.

B. That the Owner shall reimburse the Township of South Frontenac and County of Frontenac for all legal, engineering, planning, administrative expenses and permit fees including the cost of any peer review that the Township of South Frontenac or County of Frontenac may require in relation to the subdivision.

4. Access

A. That the two road allowances included in this draft plan shall be identified as Street 'A' and Street 'B' shall be identified as "Willowbrook Drive" and "Summerside Drive" as shown on Phase 1, and shall be constructed to Township standards for new public roads with paved asphalt surfacing and that the road be dedicated as a public highway.

B. That Perth Road shall be upgraded at the entrance to the subdivision to the Township's satisfaction to facilitate ingress and egress including the construction of a southbound right taper to be completed within one year of registration of Phase 1.

C. That 0.3 metre reserves be identified by survey along Lots 1, 2, 3, and 4 of Phase 1 and Lots 5, 6, 7, 8 and 9 of Phase 2 (shown as Lots 16, 15, 14, 13, and 12 respectively on the draft plan of subdivision) where the lots abut the road allowance of Perth Road to be held in trust by the municipality for the purpose of denying additional access onto Perth Road.

Applicant: 1069823 Ont. Ltd. (Matias)	**Date of Decision: January 20, 2016**
File No.: 10T-2013/001	**Date of Notice:**
Subject Lands: Willowbrook Estates **being Part of Lots 18 and 19, Concession 2 and Part of Road Allowance between Lot 18 and 19, former Township of Storrington, Township of South Frontenac, County of Frontenac**	

D. That the Owner shall pay the total costs for the Township to install a 1.5 metre wide concrete sidewalk along the west side of the road allowance of Perth Road from the northern limit of Willowbrook Drive to the northernmost limit of the subdivision which abuts Perth Road, just south of the two commercial lots (i.e., along Lot 1 of Phase 1 and Lots 5,6,7,8 and 9 of Phase 2). The total costs of constructing the required sidewalk for Phase 1 shall be provided by the Owner at the time of execution of the subdivision agreement with the municipality for Phase 1. The owner shall provide additional security for the balance of the sidewalk to be constructed in Phase 2 at the time of execution of the subdivision agreement.

E. That, prior to final approval, street signage shall be installed according to Township standards and to the satisfaction of the municipality.

5. On-Site Sewage Disposal and Water Systems:

A. That the recommendations outlined in the letter dated November 22, 2013 from KFL&A Public Health to the County of Frontenac, be addressed to the satisfaction of the municipality and KFL&A Public Health for each Phase of the development.

B. That all requirements and recommendations specified in the Hydrogeology, Terrain Analysis and Soil Stockpile Sampling Report, dated October 10, 2013, from XCG Environmental Engineers and Scientists and all associated drawings and peer review recommendations be complied for each Phase of the development including the following recommendations:

i. Each well should be assessed by a qualified hydrogeologist for water quantity and quality.

ii. Each well, including the existing five test wells, be properly developed and upgraded to include a vermin proof cap.

iii. The hydrogeologist should at a minimum provide an opinion on the suitability of the well to be used for domestic purposes and any compensatory water flow and/or any water treatment measures.

Applicant: 1069823 Ont. Ltd. (Matias)	**Date of Decision: January 20, 2016**
File No.: 10T-2013/001	**Date of Notice:**
Subject Lands: Willowbrook Estates **being Part of Lots 18 and 19, Concession 2 and Part of Road Allowance between Lot 18 and 19, former Township of Storrington, Township of South Frontenac, County of Frontenac**	

iv. That the draft approval include the proponent's consultant recommendation for water treatment as outlined in XCG's letter dated July 23, 2014 including:

1. Filtration,
2. Disinfection (i.e., UV light)
3. Potential for additional measures including, a hydrogen peroxide, air or sodium hypochlorite drip system.
4. Potential for water softening
5. Potential for reverse osmosis systems

C. That any existing wells and or septic systems that may be present on the site and are not to be used as part of the plan of subdivision be decommissioned as per applicable regulations.

6. Environment

A. That all conditions outlined in the letters dated July 21, 2014 from the Cataraqui Region Conservation Authority to the County of Frontenac, be addressed to the satisfaction of the municipality for each Phase of the development.

B. That the Owner shall deed the lands described as Block 8 on Phase 1 (Environmental Protection Area) to an abutting property. The Owner agrees to ensure that title to Block 8 and the abutting lands are in the same names, with the intent that both parcels will be merged in title, on the understanding that the Municipality will pass a deeming by-law to deem Block 8 on Phase 1 not to be within a plan of subdivision, to effect the merger of title as aforesaid.

C. That the lot grading and drainage plan submitted for approval shall provide for permanent markers and signage to be installed by the Owner along the rear lot lines at the rear lot corner of Lots 6 and 7 of Phase 1, and Lots 1, 2, 3, and 4 of Phase 2, to identify the boundary of the EPA block (Block 8 of Phase 1)

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D. That the subdivision agreement include a provision that would require that the natural soil and vegetation within the 30 metre setback area from the wetland be left in its natural state for Lots 6 and 7 of Phase 1 and Lots 4, 3, 2, and 1 of Phase 2 (also shown as Lots 4, 3, 2, and 1 of the draft plan of subdivision), in accordance with the recommendations of the Cataraqui Region Conservation Authority letter dated July 21, 2014 to the County of Frontenac and the Township's environmental protection policies.

7. Stormwater

A. That a lot grading and drainage plan and a sediment and erosion control plan be completed and approved to the satisfaction of the Township and the Cataraqui Region Conservation Authority ('CRCA'), and be included in the Subdivision Agreement between the Owner and the Township.

B. That a flood plain compensation plan be prepared by a qualified Professional Engineer and approved to the satisfaction of the Township and the CRCA, and that appropriate text to implement its findings be included in the Subdivision Agreement.

C. That a final stormwater management plan be prepared by a qualified Professional Engineer and approved to the satisfaction of the Township and the CRCA, and that appropriate text to implement its findings be included in the Subdivision Agreement. More specifically, that site drainage design, construction and maintenance be in accordance with the recommendations contained in the "Analysis of Stormwater Management Requirements for the Willowbrook Estates Subdivision" report dated March 3, 2014, prepared by Josselyn Engineering Incorporated and in accordance with the associated design drawings which include construction of ditches and culverts all subject to the satisfaction of CRCA and the municipality and at no cost to the municipality for each Phase of the development.

D. That the Subdivision Agreement include text to the satisfaction of the Township and the CRCA notifying the Owner that permission will be required under Ontario Regulation 148/06: Development, Interference with Wetlands, and Alterations to Shorelines and Watercourses prior to commencing rough

Applicant: 1069823 Ont. Ltd. (Matias)	**Date of Decision: January 20, 2016**
File No.: 10T-2013/001	**Date of Notice:**
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grading, stockpiling, road construction, etc. within 30 metres of the wetland, and within 15 m of the 100.00 m GSC flood elevation on the subject property.

E. That the Subdivision Agreement include text to the satisfaction of the Township and the CRCA to provide notice to purchasers of Lots 6 and 7 and Block 8 in Phase 1 and Lots 1, 2, 3, and 4 in Phase 2 (also shown as Lots 1, 2, 3, and 4 in the draft plan of subdivision) that site alteration and construction (including but not limited to buildings, structures, filling and grading) on these lots may require permission under Ontario Regulation 148/06: Development, Interference with Wetlands, and Alterations to Shorelines and Watercourses prior to commencing these activities. ('CRCA'), and be included in the Subdivision Agreement between the Owner and the Township.

F. That, prior to final approval, the Township shall be satisfied that all servicing issues are resolved such as road construction; stormwater drainage, design, and maintenance; and the construction and design of ditches and culverts.

8. Parkland Dedication:
That the owner convey up to five percent of the land included in the plan to the municipality for park purposes. Alternatively, the municipality may require cash-in-lieu for all or a portion of the conveyance to be paid proportionately prior to the respective registrations of the plans for Phase 1 and Phase 2.

9. Human Remains:

The subdivision agreement shall contain a clause providing that any Owner(s) be advised, and also that a notice be placed in the purchase and sale agreement alerting any prospective purchasers that in the event that human remains are discovered during construction or site development of a lot, that the property owner shall immediately contact the OPP, the Ministry of Tourism, Culture and Sport and the Registrar or Deputy Registrar of the Cemeteries Unit of the Ministry of Consumer Services (or the applicable agencies at the time of final approval).

Applicant: 1069823 Ont. Ltd. (Matias)	**Date of Decision: January 20, 2016**
File No.: 10T-2013/001	**Date of Notice:**
Subject Lands: Willowbrook Estates **being Part of Lots 18 and 19, Concession 2 and Part of Road Allowance between Lot 18 and 19, former Township of Storrington, Township of South Frontenac, County of Frontenac**	

10. Archaeological Resources:

A. That all recommendations of the Archaeological Assessment (Stage 1 & 2) Reports, dated January 2009 by the Cataraqui Archaeological Research Foundation be implemented to the satisfaction of the Township for each Phase of the development.

B. That if during the process of development any archaeological resources or human remains of Aboriginal interest are encountered, the Algonquins of Ontario Consultation Office will be contacted immediately at:

Algonquins of Ontario Consultation Office
31 Riverside Drive, Suite 101
Pembroke, Ontario K8A 8R6
Telephone: (613) 735-3759
Fax: (613) 735-6307
email: algonquins@nrtco.net

11. Utilities and On-Site Works

A. That, in accordance with the letter dated January 21, 2014 from Canada Post, Centralized Community Mail Boxes shall be installed at a location on the road allowance of Willowbrook Drive near the entrance to the development at Perth Road along the side yard of Lot 1 of Phase 1 in the Plan or at an alternative location to the satisfaction of Canada Post the Township

B. That prior to final approval, the Owner satisfy the Township that public utilities, including without limitation Bell Canada, Hydro One, etc., are adequate to service the proposed development and that all servicing issues are resolved such as road and sidewalk construction.

C. That all servicing including Bell, Hydro, etc. be installed underground.

D. That all entrances to the lots including entrance culverts be located and constructed to the satisfaction of the Township.

Applicant: 1069823 Ont. Ltd. (Matias)	**Date of Decision: January 20, 2016**
File No.: 10T-2013/001	**Date of Notice:**
Subject Lands: Willowbrook Estates **being Part of Lots 18 and 19, Concession 2 and Part of Road Allowance between Lot 18 and 19, former Township of Storrington, Township of South Frontenac, County of Frontenac**	

E. That, prior to final approval of each Phase of development, street lighting shall be installed to the satisfaction of the municipality including lighting at both turning bulbs in Phase 1 and at the entrance to the development at Perth Road such lighting to also illuminate the mail box location

F. That, prior to final approval of each Phase of development, the municipality shall be satisfied that all servicing issues are resolved such as road and sidewalk construction.

G. That prior to final plan approval, the Owner shall submit a Landscape Plan which provides for:

i. One tree to be planted by the Owner in the front yard of each of the lots in the plan of subdivision;
ii. A planting area or screening buffer which shall include an additional tree along the rear lot line for the residential lots abutting Perth Road (Lots 1, 2, 3, and 4 of Phase 1 and Lots 5, 6, 7, 8, and 9 of Phase 2). This planting area/buffer may include additional trees for each lot, berms, vegetation, and other measures to the satisfaction of the Township. All trees shall be all of a type, size and location as specified in the Township's Site Plan Guidelines.
iii. The residential lots abutting the existing residential properties on Davidson Side Road (Lots 4 and 5) shall retain their existing natural vegetative buffer.

12. Revisions to Draft Plan:

A. That Prior to Final Subdivision Approval for any phase, the Owner shall submit a revised Block Plan, if required, to reflect any significant alterations caused from this Draft Plan Approval.

B. That where final engineering design(s) result in minor variations to the Plan (e.g., in the configuration of lots, etc.), these may be reflected in the Final Plan for any Phase subject to the satisfaction of the Township of South Frontenac and the County of Frontenac.

13. General conditions:

Applicant: 1069823 Ont. Ltd. (Matias)	**Date of Decision: January 20, 2016**
File No.: 10T-2013/001	**Date of Notice:**
Subject Lands: Willowbrook Estates **being Part of Lots 18 and 19, Concession 2 and Part of Road Allowance between Lot 18 and 19, former Township of Storrington, Township of South Frontenac, County of Frontenac**	

A. That when requesting final Approval from the County of Frontenac, the Owner shall accompany such request with the required number of originals and copies of the Final Plan, together with a surveyor's certificate stating that the lots/blocks thereon conform to the frontage and area requirements of the Zoning By-Law.

B. That prior to final approval, the County of Frontenac is to be advised by the municipality that this proposed subdivision conforms to the Zoning By-law in effect of the Township of South Frontenac including that the zoning is satisfactory to the Cataraqui Region Conservation Authority.

14. Clearance Letters:

A. That Prior to Final Subdivision Approval for any Phase, the County of Frontenac shall be advised that all Conditions of Draft Plan Approval have been satisfied; the clearance memorandum shall include a brief statement detailing how each Condition has been met.

B. That Prior to Final Subdivision Approval, the County is to be advised in writing by the Township of South Frontenac the method by which conditions 1 to 13 have been satisfied.

C. That Prior to Final Subdivision Approval, the County is to be advised in writing by KFL&A Public Health the method by which condition 5A has been satisfied.

D. That Prior to Final Subdivision Approval, the County is to be advised in writing by the Cataraqui Region Conservation Authority the method by which conditions 6 and 7 have been satisfied

15. Lapsing Provisions:

A. That pursuant to Section 51(32) of the *Planning Act,* this Draft Plan Approval shall lapse at the expiration of three (3) years from the date of issuance of Draft Plan Approval if final approval has not been given for Phase 1, unless an extension is requested by the Owner and, subject to review, granted by the approval authority. Planning approval for Phase 2 shall lapse at the

Applicant: 1069823 Ont. Ltd. (Matias)	**Date of Decision: January 20, 2016**
File No.: 10T-2013/001	**Date of Notice:**
Subject Lands: Willowbrook Estates **being Part of Lots 18 and 19, Concession 2 and Part of Road Allowance between Lot 18 and 19, former Township of Storrington, Township of South Frontenac, County of Frontenac**	

expiration of three years from date of issuance of final approval for Phase 1, unless an extension is requested by the owner and, subject to review, granted by the approval authority.

B. That pursuant to Section 51(33) of the *Planning Act*, the Owner may submit a request to the approval authority for an extension of the Draft Plan Approval. The extension period shall be for a maximum of three (3) years and must be submitted prior to the lapsing of Draft Plan Approval. Further extensions may be considered at the discretion of the Township and the County.

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File No.: 10T-2013/001	**Date of Notice:**
Subject Lands: Willowbrook Estates **being Part of Lots 18 and 19, Concession 2 and Part of Road Allowance between Lot 18 and 19, former Township of Storrington, Township of South Frontenac, County of Frontenac**	

NOTES TO DRAFT APPROVAL

1. It is the applicant's responsibility to fulfill the foregoing Conditions of Draft Plan Approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Frontenac.

2. When requesting Final Approval, the applicant will submit an account of how each Condition of Draft Approval has been satisfied along with the appropriate clearance letter from the Agency, Ministry or body requesting the condition.

3. Prior to Final Subdivision Approval, the applicant shall submit to the County of Frontenac for review draft digital copies of all applicable Reference Plans, Surveys and, the M-Plan.

4. When requesting final approval, such a request must be directed to the Clerk, and be accompanied with:

- Five (5) mylars and five (5) paper prints of the completed Final M-Plan;
- Four (4) copies of all Reference Plans and (4) copies of all Conveyance Documents for all easements and lands being conveyed to the Municipality;
- A copy of the subdivision agreement
- A Surveyor's Certificate to the effect that the lots and blocks on the Plan conform to the Zoning By-Law with respect to lot area and lot frontage;
- A digital file in AutoCad format; and,
- An application fee in accordance with the County's applicable fee by-law.

5. All measurements in final plans must be presented in metric units.

6. The Final Plan approved by the County of Frontenac must be registered within thirty (30) days or the County of Frontenac may, under Subsection 51(59) of the *Planning Act,* withdraw it approval.

Applicant: 1069823 Ont. Ltd. (Matias)	**Date of Decision: January 20, 2016**
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7. Clearances are required from the following agencies:

Township of South Frontenac
KFL&A Public Health
Cataraqui Region Conservation Authority

TOWNSHIP OF SOUTH FRONTENAC
Planning Department
P. O. Box 100, 4432 George Street
Sydenham, Ontario, KOH 2TO
Telephone (613)376-3027 or 1-800-559-5862 Fax: (613) 376-6657

March 4, 2016

Joe Gallivan, Director of Planning & Economic Development
County of Frontenac
2069 Battersea Road
Glenburnie, Ontario
K0H 1S0

Re: Clearance Letter for Willowbrook Estates Phase 1 Subdivision: 1059823 Ontario Ltd.: File 10T-2013/001: Part Lots 18 & 19, Concession II; District of Storrington, Township of South Frontenac

Dear Joe Gallivan;
The Township of South Frontenac is in receipt of the completed and signed subdivision agreement and all supporting documents and drawings for the above-noted proposed subdivision. The County of Frontenac's "Conditions to Approval" notice dated January 28, 2016, condition number 14 'Clearance Letters', requires that prior to final subdivision approval, the County is to be advised in writing by the Township of South Frontenac on the method by which conditions 1 to 13 have been satisfied. Accordingly, please be advised of the following:

Condition #1 Approved Draft Plan

The plan prepared and certified by Hopkins and Cormier Surveying Ltd., dated September 9, 2014 and updated October 14, 2015, shows a total of sixteen residential lots, two blocks and two streets named Willowbrook Drive and Summerside Drive in two phases of development and the plan of subdivision, dated October 16, 201, showing Phase 1 both of which were prepared and certified by Hopkins, Cormier & Chitty Surveying Consultants Inc., OLS.
This is to the Township's satisfaction.

Condition #2 Subdivision Agreement

A. On March 4, 2016 the Township of South Frontenac entered into a subdivision agreement with 1059823 Ontario Ltd. (the owners of the subject land) which specifies that the subdivision will be developed in two phases and that each phase be developed as a separate plan of subdivision.
This is to the Township's satisfaction.

B. The subdivision agreement with 1059823 Ontario Ltd. (the owners of the subject land) was prepared to the satisfaction of the municipality. The agreement specifies that the agreement will be registered on the title of the subject land.
This is to the Township's satisfaction.

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C. Schedule "C" of the subdivision agreement specifies that the subdivision shall be developed in two phases and that, prior to registration of the second phase of development, the owner shall execute a subdivision agreement for that phase and provide all required securities and otherwise comply with the requirements of the municipality including all draft plan conditions.
This is to the Township's satisfaction.

D. Section 7 of Schedule "J" of the subdivision agreement provides that the purchasers of the lots that back onto Perth Road are adves that a front façade of the dwelling (or an architectural treatment simulationg a frong façade) shall face Perth Road and that such design shall be to the satisfaction of the municipality.
This provision is to the Township's satisfaction.

E. Section 88 "Financial Requirements" in the subdivision agreement contains wording to say that the Owner agrees to satisfy all the requirements, financial and otherwise of the Township concerning the provision of municipal services including roads, installation of services, signage and provision of drainage. Also, section 24 of Schedule "J" requires that the Owner upgrade Perth Road at the entrance to the subdivision to the Municipality's satisfaction including the construction of a southbound taper lane.
This satisfies the Township's requirement.

Condition #3 Financial Requirements

A. Section 88, "Financial Requirements", in the subdivision agreement contains wording to say that the Owner agrees to satisfy all the requirements, financial and otherwise of the Township concerning the provision of municipal services including roads, installation of services, signage and provision of drainage. Also, section 24 of Schedule "J" requires that the Owner upgrade Perth Road at the entrance to the subdivision to the Municipality's satisfaction including the construction of a southbound taper lane.
This satisfies the Township's requirement.

B. Section 33 of Schedule "J" of the subdivision agreement provides that the Owner shall reimburse the Township of South Frontenac and/or the County of Frontenac for all legal, engineering, planning, administrative expenses and permit fees including the cost of any peer reviewthat the Township or the County may require in relation to the subdivision.
This provision is to the Township's satisfaction.

Condition #4 Access

A. Sections 9 to 14 inclusive of the subdivision agreement require the Owner to construct the roads to Township standards for new public roads and it is specified that the roads be

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paved with asphalt. The plans submitted and approved show the new roas as Summerside Drive and Willowbrook Drive.
This is to the Township's satisfaction

B. Schedule "J", number 24, of the subdivision agreement states that the entrance to the subdivision at Perth Road must be upgraded to the Township's satisfaction to facilitate ingress and egress including the construction of a southbound taper to be completed within one year of registration of Phase 1.
This satisfies the Township

C. Sections 81 and 82 of the subdivision agreement require that the owner obtain and grant to the municipality those easements and 0.3 metre reserves to be held in trust by the municipality for the purpose of denying additional access onto Perth Road. Schedule "H" of the agreement accurately describes Blocks 9, 10 and 12 as the blocks to be held in trust.
This is to the Township's satisfaction.

D. Schedule "J", number 25 of the subdivision agreemenr requires the Owner to pay the total costs for construction of a 1.5 metres wide concrete sidewalk along the west side of the road allowance of Perth Road from the northern limit of Willowbrook Drive to the northernmost limit of the subdivision which abuts Perth Road, just south of the two commercial blocks (including all land along Lot 1 in Phase 1 and Lots 5 – 9 inclusive in Phase 2). It further requires that the total cost of construction of the sidewalk abutting Phase 1 shall be provided to the municipality by the owner at the time of registration of the agreement and that the owner shall provide security for the balance of the sidewalk to be constructed in Phase 2 at the time of execution of the subdivision agreement for Phase 2.
This is to the Township's satisfaction.

E. Condition number 21 of the subdivision agreement requires the owner to install street signage according to Township standards and to the satisfaction of the municipality.
This satisfies the Township.

Condition #5 On-Site Sewage Disposal and Water Systems

A. Schedule "J", number 9, of the subdivision agreement specifies that the owner agrees to implement all recommendations outlined in the letter dated November 22, 2013, from KFL&A Public Health, to the satisfaction of the municipality and KFL&A Public Health, for each Phase of the development.
This is to the Township's satisfaction.

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B. Conditions number 10 to 15 of Schedule "J" of the subdivision agreement specify that all requirements and recommendations of the hydrogeology, Terrain Analysis and Soil Stockpile Sampling Report, Dated October 10, 2013 from XCG Environmental Engineers and Scientists and all associated drawings and peer review recommendations be complied with for each phase of the development including all details specified in the letter, dated July 23, 2014, from XCG Environmental Engineers.
These conditions are to the Township's satisfaction.

C. Condition number 12 of Schedule "J" of the subdivision agreement requires that any existing wells and/or septic systems present on the Plan that are not to be used as part of the Plan of Subdivision shall be decommissioned in accordance with all applicable laws.
This satisfies the Township.

Condition #6 Environment

A. Condition number 30 of Schedule "J" of the subdivision agreement requires that the owner agree to comply with all conditions outined in the letters dated July 21, 2014 from the Cataraqui Region Conservation Authority adressed to the County Of Frontenac for each phase of the development.
This is to the Township's satisfaction.

B. Condition number 27 of Schedule "J" of the subdivision agreement requires the owner to convey Block 8 to the owner of an abutting property and that the conveyance be subject to a deeming by-law passed by the municipality to permit title to both parcels to merge in the name of the abutting owner. It further specifies that this conveyance shall be completed no later than the date that the subdivision agreement for Phase 2 is registered.
This is to the Township's satisfaction.

C. Condition number 2 of Schedule "J" of the subdivision agreement specifies that the owner shall install permanent markers and signage along the rear lot corners of Lots 6 and 7 of Phase 1 and Lots 1, 2, 3 and 4 of Phase 2, to indentify the boundary of the EPA area (Block 8). It further requires that the Lot Grading and Drainage Plan identify the location of the markers and signage and identify this mandatory requirement.
This is satisfactory to the Township.

D. Conditions number 30 and 31 of Schedule "J" of the subdivision agreement requires the owner comply with all condition of the letter dated July 21, 2014 from the CRCA and to ensure that all natural soil and vegetation within the 30 metre setback area from the wetland is maintained in its natural state.
This is to the Township's satisfaction.

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Condition #7 Stormwater

A. Condition number 4 of Schedule "J" of the subdivision agreement requires that a lot grading and drainage plan and a sediment and erosion control plan be completed and approved to the satisfaction of the Township and the Cataraqui Region Conservation Authority.
This is to the Township's satisfaction.

B. Condition number 6 of Schedule "J" of the subdivision agreement specifies that a floodplain compensation plan be prepared by a qualified professional engineer and approved to the satisfaction of the Township and the CRCA, and that appropriate test to implement its findings be included in the subdivision agreement.
This is to the Township's satisfaction.

C. Condition number 33 of Schedule "J" of the subdivision agreement provides that, prior to final registration of the subdivision agreement for Phase 1, a final stormwater management plan must be prepared by a qualified professional engineer and approved to the satisfaction of the Township and the CRCA. The plan must be in accordance with the Analysis of "Stormwater Management Requirements for the Willowbrook Estates Subdivision" report dated March 3, 2014 prepared by Josselyn Engineering Incorporated.
This is to the Township's satisfaction.

D. Condition number 3 of Schedule "J" of the subdivision agreement states that the owner agrees that permission is required pursuant to Ontario Regulation 148/06: Development Interference with Wetlands and Alterations to Shorelines and Watercourses) prior to commencing rough grading, stockpiling and road construction or other site alteration within 30 metres of the wetland and within 15 metres of the 100.00 metre GSC flood elevation on the subject property.
This condition satisfies the Township.

E. Condition number 7b. of Schedule "J" of the subdivision agreement states that purchasers of Lots 6 and 7 and Block 8 in Phase 1 be advised that site alteration and construction (including buildings, structures, filling and grading) on these lots may require permission under Ontario Regulation 148/06 Development Interference with Wetlands and Alterations to Shorelines and Watercourses, prior to commencing these activities.
This condition satisfies the Township.

F. Condition number 34 of Schedule "J" of the subdivision agreement requires that, prior to final registration of the subdivision agreement, all servicing issues are resolved such as road construction; stormwater drainage, design and maintenance and the construction and design of ditches and culverts.
This is to the Township's satisfaction.

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Condition #8 Parkland Dedication

A. Condition number 80 and Schedule "G" of the subdivision agreement require the owner to convey up to five percent of the land included in the Plan for park purposes and it specifies that alternatively, the municipality may require cash-in-lieu for all or a portion of the conveyance to be paid proportionately prior to registration of the Plan. Schedule "G" also states that the owner acknowledges and agrees that additional parkland and/or cash-in-lieu shall be required upon registration of the second phase of development.
This satisfies the Township.

Condition #9 Human Remains

Condition number 22 of Schedule "J" of the subdivision agreement specifies that, in the event that human remains are encountered during construction, all work must immediately cease and the site must be secured. It further requires that the OPP, the Registrar or Deputy Registrar of the Cemeteries Regulation Unit of the Ontario Ministry of Consumer Services and the Cultural Program Branch of the Ministry of Culture must be immediately contacted.
The Township is satisfied that this condition is met.

Condition #10 Archaeological Resources

A. Condition number 23 of Schedule "J" of the subdivision agreement, requires the owner to agree that all recommendations of the Archaeological Assessment (Stage 1 & 2) Reports, dated January 2009, by the Cataraqui Archaeological Research Foundation be implemented to the satisfaction of the municipality for each phase of the development.
This is to the Township's satisfaction.

B. Condition number 21 of Schedule "J" of the subdivision agreement specifies that in the event that deeply buried or previously undiscovered archaeological deposits are discovered in the course of development or site alteration, all work must immediately cease and the site must be secured. It also specifies that The Algonquins of Ontario must be contacted where remains or artifacts of aboriginal origins are discovered and it specifies that the Algonquins may be contacted at 31 Riverside Drive, Suite 101, Pembroke, Ontario K8A 8R6 (613) 735-3759 – algonquins@nrtco.net
The Township is satisfied that this condition is met.

Condition #11 Utilities and On-Site Works

A. Provision 20 of Schedule "J"of the subdivision agreement specifies that the owner shall install Centrlized Community Mailboxes and associated lighting at a location of the road allowance of Willowbrook Drive near the entrance to the development at Perth Road

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along the side yard of Lot 1 in Phase 1 to the satisfaction of the municipality, or at an alternative location approved in advance by and the municipality.
This is to the satisfaction of the Township.

B. Conditions 30 and 31 of the subdivision agreement requires the approval of BellCanada and Hydro One and any other applicable utility company and any provincial or federal agency and conditions numbed 16 to 19 inclusive of Schedule "J" require the owner to enter into all agreements and easements with these agencies and that the municipality be advised of the arrangements made for such servicing.
This is to the Township's satisfaction.

C. Condition 23 of the subdivision agreement and number 32 of Schedule "J" of the agreement specify that all services must be installed underground.
This satisfies the Township.

D. Condition number 13 of Schedule "J" of the subdivision agreement requires the owner to develop a site servicing plan for each lot and Block showing the location of such things as the house and entrances and condition number 26 of Schedule "J" requires the owners of all lots to obtain entrance permits from the municipaly's Public Works Department and it requires that the location of all driveways and the size of associated culverts for each lot be determined by the Public Works Department.
This satisfies the Township in this regard.

E. Schedule "J", Condition number 29, of the subdivision agreement specifies that the owner agrees to install street lights to the satisfaction of the municipality, includinglighting at the entrance to the development at Perth Road, such that lighting also illuminates the location of the Centralized Communiy Mailbox, and at the temporary and permanent turning circles in Phase 1.
This is to the Township's satisfaction.

F. Conditions 7 to 14 inclusive of the subdivision agreement require the roads to be constructed to minimum Township standards and Schedule "J", Condition number 25 of the agreement addresses sidewalk construction.
This satisfies the Township in this regard.

G. Condition number 4 of Schedule "I" of the subdivison agreement requires the owner to prepare a landscape plan which provides for one tree to be planted by the Owner in the front yard of each of the lots in the plan of subdivision as well as a planting area or screening buffer which shall include an additional tree along the rear lot line for the residential lots that abut Perth Road (Lots 1, 2, 3 and 4 of Phase 1 and Lots 5, 6, 7, 8 and 9 of Phase 2) all of a type, size and location as specified in the Township's Site Plan

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Guidelines and Lot 5 in Phase 1, which abuts the existing residential properties on Davidson Road, shall retain its existing natural vegetative buffer.
This is to the Township's satisfaction.

Condition #12 Revisons to Draft Plan

A. Condition number 35 of Schedule "J" of the subdivision agreement specifies that, prior to final registration of the subdivision agreement for any Phase the owner shall submit a revised Block Plan, if required, to reflect any significant alterations caused from the draft plan approval.
This satisfies the Township.

B. Condition number 36 of Schedule "J" of the subdivision agreement states that, where final engineering designs result in minor variations to the Plan, these may be reflected in the Final Plan for any Phase subject to the Township's and the County's satisfaction. The Township acknowledges that the owner must accompany these plans with any request to the County for final approval.
This satisfies the Township.

C. It is hereby stated that, by By-law Number 2014-66 the proposed subdivision was brought into conformity with the provisions of the zoning by-law.
This satisfies the Township.

In consideration of the above, the Township has no objection to final approval of the Plan of Subdivision by 1059823 Ontario Ltd. (Matias).

Yours truly,

Lindsay Mills
Planner/Deputy Clerk

cc. Wayne Orr, CAO

Cunningham Swan
LAWYERS

Robert P. Tchegus
LSUC Certified Specialist (Real Estate)
Direct Line: 613.546.8073
E-mail: rtchegus@cswan.com

March 11, 2016 **BY EMAIL**

Mr. Joe Gallivan MCIP RPP
Director of Planning and Economic Development
County of Frontenac
2069 Battersea Road
Glenburnie ON K0H 1S0

Dear Sir:

RE: Final Plan Approval - Willowbrook Phase One Plan of Subdivision
Part of Lots 18 & 19, Concession 2 and Part of Road Allowance Between Lots 18 & 19 Formally Municipal Township of Storrington, now in the Township of South Frontenac, County of Frontenac, being Part 1 on Plan 13R-19006
File No. 28818-2

As you are aware, we are the solicitors for 1059823 Ontario Ltd., being a company owned by Messrs. Tony Matias Sr. and Jr., and being the registered owner of the above noted property. A Draft Plan of Subdivision, originally dated September 19, 2014 and updated and amended October 14, 2015 to permit development of the subdivision by way of two phases was approved for final approval and registration of Phase 1 of the Plan of Subdivision by the County of Frontenac by Decision dated January 20, 2016, subject to conditions.

We have attached to this letter:

1. Conditions to Approval from Decision dated January 20, 2016;
2. Corresponding Addendum setting out the manner by which the conditions have been satisfied;
3. Draft Reference Plan;
4. Draft M Plan.

We are also in receipt of a copy to you of a letter dated March 4, 2016 from Mr. Lindsay Mills, Planner/Deputy Clerk of the Township of South Frontenac confirming that the Township has no objection to final approval of the Plan of Subdivision by 1059823 Ontario Ltd. (Matias).

Our client will be delivering the required application fee directly to your office today.

On behalf of our clients, we request final approval from the County of Frontenac for registration of Phase 1 of the Plan of Subdivision.

Sincerely,

Cunningham, Swan, Carty, Little & Bonham LLP

Robert P. Tchegus
LSUC Certified Specialist (Real Estate)
RPT:e
Enclosures
copy to: 1059823 Ontario Ltd.
Lindsay Mills

Applicant: 1069823 Ont. Ltd. (Matias)	**Date of Decision:** January 20, 2016
File No.: 10T-2013/001	**Date of Notice:** January 28, 2016
Municipality: Township of South Frontenac in the County of Frontenac	**Last Date of Appeal:** February 17, 2016
Subject Lands: Part of Lots 18 & 19, Concession 2 and Part of road Allowance between lots 18 and 19, formerly municipal Township of Storrington, Township of South Frontenac, County of Frontenac, being Part1 on Plan 13R-19006	

CONDITIONS TO APPROVAL

The County of Frontenac's conditions to the final approval for registration of this subdivision are as follows:

1. **Approved Draft Plan:**

   That this conditional approval applies to the Draft Plan of Subdivision, dated September 19, 2014 and updated October 14, 2015, showing a total of sixteen residential lots, two blocks and two streets in two phases of development, and the Plan of Subdivision for Phase 1 dated October 16, 2015, both of which are prepared and certified by Hopkins, Cormier & Chitty, Surveying Consultants Inc. OLS.

2. **Subdivision Agreement:**

   A. That this development may be developed in two phases, and that each phase be developed as a separate plan of subdivision.

   B. That the owners of the subject land enter into a subdivision agreement with the Township of South Frontenac for Phase 1, prepared to the satisfaction of the municipality, to be registered on title of the subject land.

   C. Prior to final approval of Phase 2, the owner of the subject lands shall enter into a subdivision agreement with the Township of South Frontenac for Phase 2, prepared to the satisfaction of the municipality, to be registered on title of the subject land and which shall satisfy all draft plan conditions for Phase 2.

   D. That the Subdivision Agreement and all Agreements of Purchase and Sale shall include provisions stipulating that any dwelling erected on Lots 1, 2, and 3 of Phase 1 and Lots 6, 7, 8, and 9 of Phase 2 shall be oriented such that the front façade of the dwelling (or architectural treatment simulating a front façade) faces Perth Road to the satisfaction of the Township. For clarity, it will be the decision of the Township as to what method of construction will satisfy this requirement.

E. That the owner agree in writing to satisfy all the requirements, financial and otherwise, of the municipality concerning the provision and/or upgrading of roads, installation of services, and drainage, all in accordance with the municipality's standards and procedures.

3. Financial Requirements:

A. That the owner agree in writing to satisfy all the requirements, financial and otherwise of the municipality concerning the provision/upgrading of roads, installation of services and drainage, in accordance with the municipality's standards and procedures.

B. That the Owner shall reimburse the Township of South Frontenac and County of Frontenac for all legal, engineering, planning, administrative expenses and permit fees including the cost of any peer review that the Township of South Frontenac or County of Frontenac may require in relation to the subdivision.

4. Access

A. That the two road allowances included in this draft plan shall be identified as Street 'A' and Street 'B' shall be identified as "Willowbrook Drive" and "Summerside Drive" as shown on Phase 1, and shall be constructed to Township standards for new public roads with paved asphalt surfacing and that the road be dedicated as a public highway.

B. That Perth Road shall be upgraded at the entrance to the subdivision to the Township's satisfaction to facilitate ingress and egress including the construction of a southbound right taper to be completed within one year of registration of Phase 1.

C. That 0.3 metre reserves be identified by survey along Lots 1, 2, 3, and 4 of Phase 1 and Lots 5, 6, 7, 8 and 9 of Phase 2 (shown as Lots 16, 15, 14, 13, and 12 respectively on the draft plan of subdivision) where the lots abut the road allowance of Perth Road to be held in trust by the municipality for the purpose of denying additional access onto Perth Road.

D. That the Owner shall pay the total costs for the Township to install a 1.5 metre wide concrete sidewalk along the west side of the road allowance of Perth Road from the northern limit of Willowbrook Drive to the northernmost limit of the subdivision which abuts Perth Road, just south of the two commercial lots (i.e., along Lot 1 of Phase 1 and Lots 5,6,7,8 and 9 of Phase 2). The total costs of constructing the required sidewalk for Phase 1 shall be provided by the Owner at the time of execution of the subdivision agreement with the municipality for Phase 1. The owner shall provide additional security for the balance of the sidewalk to be constructed in Phase 2 at the time of execution of the subdivision agreement.

E. That, prior to final approval, street signage shall be installed according to Township standards and to the satisfaction of the municipality.

5. **On-Site Sewage Disposal and Water Systems:**

   A. That the recommendations outlined in the letter dated November 22, 2013 from KFL&A Public Health to the County of Frontenac, be addressed to the satisfaction of the municipality and KFL&A Public Health for each Phase of the development.

   B. That all requirements and recommendations specified in the Hydrogeology, Terrain Analysis and Soil Stockpile Sampling Report, dated October 10, 2013, from XCG Environmental Engineers and Scientists and all associated drawings and peer review recommendations be complied for each Phase of the development including the following recommendations:

      i. Each well should be assessed by a qualified hydrogeologist for water quantity and quality.

      ii. Each well, including the existing five test wells, be properly developed and upgraded to include a vermin proof cap.

      iii. The hydrogeologist should at a minimum provide an opinion on the suitability of the well to be used for domestic purposes and any compensatory water flow and/or any water treatment measures.

      iv. That the draft approval include the proponent's consultant recommendation for water treatment as outlined in XCG's letter dated July 23, 2014 including:

         1. Filtration,
         2. Disinfection (i.e., UV light)
         3. Potential for additional measures including, a hydrogen peroxide, air or sodium hypochlorite drip system.
         4. Potential for water softening
         5. Potential for reverse osmosis systems

   C. That any existing wells and or septic systems that may be present on the site and are not to be used as part of the plan of subdivision be decommissioned as per applicable regulations.

6. **Environment**

   A. That all conditions outlined in the letters dated July 21, 2014 from the Cataraqui Region Conservation Authority to the County of Frontenac, be addressed to the satisfaction of the municipality for each Phase of the development.

   B. That the Owner shall deed the lands described as Block 8 on Phase 1 (Environmental Protection Area) to an abutting property. The Owner agrees to ensure that title to Block 8 and the abutting lands are in the same names,

with the intent that both parcels will be merged in title, on the understanding that the Municipality will pass a deeming by-law to deem Block 8 on Phase 1 not to be within a plan of subdivision, to effect the merger of title as aforesaid.

C. That the lot grading and drainage plan submitted for approval shall provide for permanent markers and signage to be installed by the Owner along the rear lot lines at the rear lot corner of Lots 6 and 7 of Phase 1, and Lots 1, 2, 3, and 4 of Phase 2, to identify the boundary of the EPA block (Block 8 of Phase 1)

D. That the subdivision agreement include a provision that would require that the natural soil and vegetation within the 30 metre setback area from the wetland be left in its natural state for Lots 6 and 7 of Phase 1 and Lots 4, 3, 2, and 1 of Phase 2 (also shown as Lots 4, 3, 2, and 1 of the draft plan of subdivision), in accordance with the recommendations of the Cataraqui Region Conservation Authority letter dated July 21, 2014 to the County of Frontenac and the Township's environmental protection policies.

7. Stormwater

A. That a lot grading and drainage plan and a sediment and erosion control plan be completed and approved to the satisfaction of the Township and the Cataraqui Region Conservation Authority ('CRCA'), and be included in the Subdivision Agreement between the Owner and the Township.

B. That a flood plain compensation plan be prepared by a qualified Professional Engineer and approved to the satisfaction of the Township and the CRCA, and that appropriate text to implement its findings be included in the Subdivision Agreement.

C. That a final stormwater management plan be prepared by a qualified Professional Engineer and approved to the satisfaction of the Township and the CRCA, and that appropriate text to implement its findings be included in the Subdivision Agreement. More specifically, that site drainage design, construction and maintenance be in accordance with the recommendations contained in the "Analysis of Stormwater Management Requirements for the Willowbrook Estates Subdivision" report dated March 3, 2014, prepared by Josselyn Engineering Incorporated and in accordance with the associated design drawings which include construction of ditches and culverts all subject to the satisfaction of CRCA and the municipality and at no cost to the municipality for each Phase of the development.

D. That the Subdivision Agreement include text to the satisfaction of the Township and the CRCA notifying the Owner that permission will be required under Ontario Regulation 148/06: Development, Interference with Wetlands, and Alterations to Shorelines and Watercourses prior to commencing rough

grading, stockpiling, road construction, etc. within 30 metres of the wetland, and within 15 m of the 100.00 m GSC flood elevation on the subject property.

E. That the Subdivision Agreement include text to the satisfaction of the Township and the CRCA to provide notice to purchasers of Lots 6 and 7 and Block 8 in Phase 1 and Lots 1, 2, 3, and 4 in Phase 2 (also shown as Lots 1, 2, 3, and 4 in the draft plan of subdivision) that site alteration and construction (including but not limited to buildings, structures, filling and grading) on these lots may require permission under Ontario Regulation 148/06: Development, Interference with Wetlands, and Alterations to Shorelines and Watercourses prior to commencing these activities. ('CRCA'), and be included in the Subdivision Agreement between the Owner and the Township.

F. That, prior to final approval, the Township shall be satisfied that all servicing issues are resolved such as road construction; stormwater drainage, design, and maintenance; and the construction and design of ditches and culverts.

8. **Parkland Dedication:**
That the owner convey up to five percent of the land included in the plan to the municipality for park purposes. Alternatively, the municipality may require cash-in-lieu for all or a portion of the conveyance to be paid proportionately prior to the respective registrations of the plans for Phase 1 and Phase 2.

9. **Human Remains:**

The subdivision agreement shall contain a clause providing that any Owner(s) be advised, and also that a notice be placed in the purchase and sale agreement alerting any prospective purchasers that in the event that human remains are discovered during construction or site development of a lot, that the property owner shall immediately contact the OPP, the Ministry of Tourism, Culture and Sport and the Registrar or Deputy Registrar of the Cemeteries Unit of the Ministry of Consumer Services (or the applicable agencies at the time of final approval).

10. **Archaeological Resources:**

A. That all recommendations of the Archaeological Assessment (Stage 1 & 2) Reports, dated January 2009 by the Cataraqui Archaeological Research Foundation be implemented to the satisfaction of the Township for each Phase of the development.

B. That if during the process of development any archaeological resources or human remains of Aboriginal interest are encountered, the Algonquins of Ontario Consultation Office will be contacted immediately at:

Algonquins of Ontario Consultation Office
31 Riverside Drive, Suite 101

Pembroke, Ontario K8A 8R6
Telephone: (613) 735-3759
Fax: (613) 735-6307
email: algonquins@nrtco.net

11. Utilities and On-Site Works

A. That, in accordance with the letter dated January 21, 2014 from Canada Post, Centralized Community Mail Boxes shall be installed at a location on the road allowance of Willowbrook Drive near the entrance to the development at Perth Road along the side yard of Lot 1 of Phase 1 in the Plan or at an alternative location to the satisfaction of Canada Post the Township

B. That prior to final approval, the Owner satisfy the Township that public utilities, including without limitation Bell Canada, Hydro One, etc., are adequate to service the proposed development and that all servicing issues are resolved such as road and sidewalk construction.

C. That all servicing including Bell, Hydro, etc. be installed underground.

D. That all entrances to the lots including entrance culverts be located and constructed to the satisfaction of the Township.

E. That, prior to final approval of each Phase of development, street lighting shall be installed to the satisfaction of the municipality including lighting at both turning bulbs in Phase 1 and at the entrance to the development at Perth Road such lighting to also illuminate the mail box location

F. That, prior to final approval of each Phase of development, the municipality shall be satisfied that all servicing issues are resolved such as road and sidewalk construction.

G. That prior to final plan approval, the Owner shall submit a Landscape Plan which provides for:

i. One tree to be planted by the Owner in the front yard of each of the lots in the plan of subdivision;
ii. A planting area or screening buffer which shall include an additional tree along the rear lot line for the residential lots abutting Perth Road (Lots 1, 2, 3, and 4 of Phase 1 and Lots 5, 6, 7, 8, and 9 of Phase 2). This planting area/buffer may include additional trees for each lot, berms, vegetation, and other measures to the satisfaction of the Township. All trees shall be all of a type, size and location as specified in the Township's Site Plan Guidelines.
iii. The residential lots abutting the existing residential properties on Davidson Side Road (Lots 4 and 5) shall retain their existing natural vegetative buffer.

12. Revisions to Draft Plan:

A. That Prior to Final Subdivision Approval for any phase, the Owner shall submit a revised Block Plan, if required, to reflect any significant alterations caused from this Draft Plan Approval.

B. That where final engineering design(s) result in minor variations to the Plan (e.g., in the configuration of lots, etc.), these may be reflected in the Final Plan for any Phase subject to the satisfaction of the Township of South Frontenac and the County of Frontenac.

13. General conditions:

A. That when requesting final Approval from the County of Frontenac, the Owner shall accompany such request with the required number of originals and copies of the Final Plan, together with a surveyor's certificate stating that the lots/blocks thereon conform to the frontage and area requirements of the Zoning By-Law.

B. That prior to final approval, the County of Frontenac is to be advised by the municipality that this proposed subdivision conforms to the Zoning By-law in effect of the Township of South Frontenac including that the zoning is satisfactory to the Cataraqui Region Conservation Authority.

14. Clearance Letters:

A. That Prior to Final Subdivision Approval for any Phase, the County of Frontenac shall be advised that all Conditions of Draft Plan Approval have been satisfied; the clearance memorandum shall include a brief statement detailing how each Condition has been met.

B. That Prior to Final Subdivision Approval, the County is to be advised in writing by the Township of South Frontenac the method by which conditions 1 to 13 have been satisfied.

C. That Prior to Final Subdivision Approval, the County is to be advised in writing by KFL&A Public Health the method by which condition 5A has been satisfied.

D. That Prior to Final Subdivision Approval, the County is to be advised in writing by the Cataraqui Region Conservation Authority the method by which conditions 6 and 7 have been satisfied

15. Lapsing Provisions:

A. That pursuant to Section 51(32) of the *Planning Act,* this Draft Plan Approval shall lapse at the expiration of three (3) years from the date of issuance of Draft Plan Approval if final approval has not been given for Phase 1, unless

an extension is requested by the Owner and, subject to review, granted by the approval authority. Planning approval for Phase 2 shall lapse at the expiration of three years from date of issuance of final approval for Phase 1, unless an extension is requested by the owner and, subject to review, granted by the approval authority.

B. That pursuant to Section 51(33) of the *Planning Act*, the Owner may submit a request to the approval authority for an extension of the Draft Plan Approval. The extension period shall be for a maximum of three (3) years and must be submitted prior to the lapsing of Draft Plan Approval. Further extensions may be considered at the discretion of the Township and the County.

NOTES TO DRAFT APPROVAL

1. It is the applicant's responsibility to fulfill the foregoing Conditions of Draft Plan Approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Frontenac.

2. When requesting Final Approval, the applicant will submit an account of how each Condition of Draft Approval has been satisfied along with the appropriate clearance letter from the Agency, Ministry or body requesting the condition.

3. Prior to Final Subdivision Approval, the applicant shall submit to the County of Frontenac for review draft digital copies of all applicable Reference Plans, Surveys and, the M-Plan.

4. When requesting final approval, such a request must be directed to the Clerk, and be accompanied with:

    - Five (5) mylars and five (5) paper prints of the completed Final M-Plan;
    - Four (4) copies of all Reference Plans and (4) copies of all Conveyance Documents for all easements and lands being conveyed to the Municipality;
    - A copy of the subdivision agreement
    - A Surveyor's Certificate to the effect that the lots and blocks on the Plan conform to the Zoning By-Law with respect to lot area and lot frontage;
    - A digital file in AutoCad format; and,
    - An application fee in accordance with the County's applicable fee by-law.

5. All measurements in final plans must be presented in metric units.

6. The Final Plan approved by the County of Frontenac must be registered within thirty (30) days or the County of Frontenac may, under Subsection 51(59) of the *Planning Act,* withdraw it approval.

7. Clearances are required from the following agencies:

    Township of South Frontenac
    KFL&A Public Health
    Cataraqui Region Conservation Authority

Addendum Setting out the Manner by which the Conditions have been Satisfied

1. The current request is for final approval for registration of Phase 1 of the Plan of Subdivision. Attached is a copy of the unregistered Plan of Subdivision for Phase 1, being a Plan of Subdivision of Part of Lots 18 and 19, Concession 2, and Part of the Road Allowance between Lots 18 and 19, Geographic Township of Loughborough, (Former Municipal Township of Storrington), now in the Township of South Frontenac, County of Frontenac prepared and certified by Hopkins Chitty Lang Surveyors Inc. and dated February 11, 2016. This Plan of Subdivision has been approved by the Township.

2.A. The Willowbrook Subdivision has been separated for development into phases and the subject request only deals with the Phase 1 Plan of Subdivision. In accordance with this condition, Phase 2 will be developed as a separate plan of subdivision.

2.B. On March 4, 2016 the owner of the land entered into a Subdivision Agreement with the Township of South Frontenac, which was prepared by the Township and which will be registered on title subsequent to the registration of the Plan of Subdivision for Phase 1.

2.C. Final approval for Phase 2 of the Plan of Subdivision is not being requested at this time.

2.D. Schedule "J" of the Subdivision Agreement contains the "Special Conditions", Paragraph 7.(a) of which reads:

AGREEMENTS OF PURCHASE AND SALE

7. The Owner shall include in each Agreement for the purchase and sale of any of the lands in the Plan of Subdivision that the purchaser of any lot or Block will be bound by the following provisions which shall, without limiting the generality of the foregoing, also form part of this Agreement:

> a. The Purchasers of Lots 1, 2 and 3 are advised that any dwelling constructed shall be oriented such that a front façade of the dwelling (or architectural treatment simulating a front façade) shall face a Perth Road and such design shall be to the satisfaction of the Municipality. Every Purchaser of any of Lots 1, 2 or 3 agree not to apply for building permits until the design of the proposed dwelling conforms to this provision. Without limiting the generality of the foregoing, the decision as to what method of construction shall satisfy this requirement shall be that of the Municipality in its sole and unfettered discretion;

2.E. By entering into the Subdivision Agreement with the Township of Frontenac, the owner has agreed in writing to satisfy all the requirements, financial and otherwise, of the municipality concerning the provision and/or upgrading of road, installation of services, and drainage, all in accordance with the municipality's standards and procedures.

3.A. Paragraph 88 of the Subdivision Agreement reads:

88. The Owner agrees to satisfy all the requirements, financial and otherwise, of the Township concerning the provision of municipal services including fencing, lighting, landscaping, sidewalks, roads, installation of services, signage, and provision of drainage.

3.B. Paragraph 85 of the Subdivision Agreement reads:

85. The Owner agrees to pay the legal, engineering, landscape architectural, planning and administrative costs incurred by the Municipality to process the Plan including but not limited to the preparation of this agreement and all plans and specifications, and the supervision and inspection of the Works and the Municipality shall provide copies of any invoices for such costs.

4.A. As noted on the Plan of Subdivision for Phase 1 attached, Streets "A" and "B" on the draft plan of subdivision have been named "Willowbrook Drive" and "Summerside Drive", respectively.

4.B. Schedule "J" of the Subdivision Agreement contains the "Special Conditions", Paragraph 24 of which reads:

24. Notwithstanding anything else contained in this Agreement, the Owner agrees to upgrade Perth Road at the entrance to the Subdivision to the Municipality's satisfaction to facilitate ingress and egress, including the construction of a southbound right taper lane.

4.C. The 1 foot reserves abutting Lot 1 and Lots 2. T and 4 have been named Blocks nine and 10, respectively. Schedule "H" of the Subdivision Agreement which sets out the "Conveyances, Grants of Easement and Related Matters" reads:

0.3 METRE RESERVES
The Owner shall convey Blocks 9, 10 and 12 Plan 13M-__ to the Municipality in fee simple, free and clear of all encumbrances, for the purpose of a 0.3 metre reserve.

4.D. Schedule "J" of the Subdivision Agreement contains the "Special Conditions", Paragraph 25 of which reads:

25. The Owner agrees to pay all costs incurred by the Municipality to install a 1.5 m wide concrete sidewalk along the west side of Perth Road from the northern limit of Willowbrook Drive to the northernmost limit of the Subdivision which abuts Perth Road, just south of the two proposed commercial blocks (including all land along Lot 1 in Phase 1 and Lots 5 – 9 inclusive in Phase 2).
The total cost of construction of the sidewalk abutting Phase 1 shall be provided to the Municipality by the Owner at the time of registration of this Agreement. The Owner shall provide security for the balance of the sidewalk to be constructed in Phase 2 at the time of execution of the subdivision agreement for Phase 2.

4.E. Mr. Lindsay Mill's letter to you dated March 4, 2016 confirms the street signage has been installed according to Township standards and to the satisfaction of the municipality.

5.A. Schedule "J" of the Subdivision Agreement contains the "Special Conditions", Paragraph 9 of which reads:

9. The Owner agrees to implement all recommendations outlined in the letter dated November 22, 2013 from KFL&A Public Health, to the satisfaction of the Municipality and KFL&A Public Health for each phase of development.

5.B. Schedule "J" of the Subdivision Agreement contains the "Special Conditions", Paragraphs 10 and 11 of which read:

10. The Owner shall provide to all Purchasers the Hydrogeology, Terrain Analysis and Soil Stockpile Sampling Report dated October 10, 2013 prepared by XCG Environmental Engineers and Scientists. Further, the recommendations contained in this report shall be complied with for each phase of development, including without limitation the following recommendations:

i) Each well shall be assessed by a qualified hydrogeologist for water quantity and quality. The hydrogeologist shall, at a minimum, provide an opinion on the suitability of each well to be used for domestic purposes and provide recommendations on compensatory water flow and/or any water treatment measures required;

ii) Each well, including existing test wells, shall be properly developed and upgraded to include, at a minimum, vermin proof capping.

11. All recommendations contained in the letter dated July 23, 2014 from XCG Environmental Engineers and Scientists shall be complied with, including without limitation requirements for:

a. filtration;

b. disinfection (i.e. UV light);

c. potential for additional measures including, a hydrogen peroxide, air or sodium hypochlorite drip system;

d. potential for water softening; and

e. potential for reverse osmosis systems.

5.C. Schedule "J" of the Subdivision Agreement contains the "Special Conditions", Paragraph 12 of which reads:

12. The Owner agrees that any existing wells and/or septic systems present on the Plan that are not to be used as part of the Plan of Subdivision shall be decommissioned in accordance with all applicable laws.

6.A. Schedule "J" of the Subdivision Agreement contains the "Special Conditions", Paragraph 30 of which reads:

30. The Owner agrees that it shall comply with all conditions outlined in the letter dated July 21, 2014 from the Cataraqui Region Conservation Authority addressed to the County of Frontenac for each phase of development.

6.B. Schedule "J" of the Subdivision Agreement contains the "Special Conditions", Paragraph 27 of which reads:

27. The Owner shall convey Block 8 to the owner of the adjacent property, described as RDAL BTN LT 18 LT 19 CON 2 STORRINGTON/LOUGHBOROUGH LYING N OF PT 1 13R-19006 & S OF PT 1 ON 13R12320; PT LT 19 CON 2 STORRINGTON/LOUGHBOROUGH AS IN FR522933 (5THLY) LYING N OF PT 1, 13R19006 & W OF PT 4 RP1401 EXCEPT PT 1 13R11203, PT 1 13R12303 & PT 1 & 2 13R12320; SOUTH FRONTENAC (PIN 36292-0158 (LT)). The conveyance shall be subject to a deeming by-law to be passed by the Municipality to permit title to both parcels to merge in the name of the adjacent owner. This conveyance shall be completed no later than the date that the Subdivision Agreement for Phase 2 is registered.

6.C. Schedule "J" of the Subdivision Agreement contains the "Special Conditions", Paragraph 28 of which reads:

28. The Owner shall install permanent markers and signage along the rear lot lines at the rear lot corners of Lots 6 and 7 of phase 1 and Lots 1, 2, 3, and 4 of phase 2, to identify the boundary of the Environmental Protection Area Block (Block 8). The Lot grading and drainage plan shall identify the location of the markers and signage and identify this mandatory requirement.

6.D. Schedule "J" of the Subdivision Agreement contains the "Special Conditions", Paragraph 31 of which reads:

31. The Owner shall ensure that all natural soil and vegetation within the 30 m setback area from the wetland is maintained in its natural state.

7.A Schedule "J" of the Subdivision Agreement contains the "Special Conditions", Paragraph 4 of which reads:

4. The Owner shall prepare a lot grading and drainage plan as well as a sediment and erosion control plan. Each plan shall be submitted to the Municipality and the Conservation Authority. Once each plan is approved by the Municipality, the plans shall be incorporated by reference into this Agreement without the need for further amendment to the Agreement. The Owner agrees to implement the approved plans.

7.B. Schedule "J" of the Subdivision Agreement contains the "Special Conditions", Paragraph 6 of which reads:

6. The Owner shall have a floodplain compensation plan prepared by a qualified Professional Engineer to the satisfaction of the Municipality and the Conservation Authority. Once approved, the floodplain compensation plan shall be incorporated by reference into this Agreement without the need for further amendment to the Agreement. The Owner agrees to implement the approved floodplain compensation plan.

7.C. Schedule "J" of the Subdivision Agreement contains the "Special Conditions", Paragraph 5 of which reads:

5. The Owner shall implement the stormwater management plan prepared by Josselyn Engineering Inc. dated April 17, 2015. The Owner further agrees that it shall implement all necessary site drainage requirements to the satisfaction of the Municipality and the Cataraqui Region Conservation Authority for each phase of development.

7.D. Schedule "J" of the Subdivision Agreement contains the "Special Conditions", Paragraph 3 of which reads:

3. The Owner acknowledges and agrees that permission is required pursuant to Ontario Regulation 148/06 (Development, Interference with Wetlands, and Alterations to Shorelines and Watercourses) prior to commencing rough grading, stockpiling, road construction or other site alteration within 30 m of the wetland, and/or within 15 m of the 100.00 m GSC flood elevation on the Lands.

7.E. Schedule "J" of the Subdivision Agreement contains the "Special Conditions", Paragraphs 7.(b) and (c) of which read:

AGREEMENTS OF PURCHASE AND SALE

7. The Owner shall include in each Agreement for the purchase and sale of any of the lands in the Plan of Subdivision that the purchaser of any lot or Block will be bound by the following provisions which shall, without limiting the generality of the foregoing, also form part of this Agreement:

...

b. Purchasers of Lots 6 and 7 of phase 1, and Block 8 are advised that site alteration and construction (including but not limited to buildings, structures, filling and grading) on these lots may require permission under Ontario Regulation 148/06 (Development, Interference with Wetlands, and Alterations to Shorelines and Watercourses);

c. Purchasers of Lots 6 and 7 of phase 1 and Lots 4, 3, 2, and 1 of phase 2 are advised that they shall maintain the natural soil and vegetation within the 30 m setback area from the wetland in a natural state and in accordance with the recommendations of the Cataraqui Region Conservation Authority letter dated July 21, 2014 addressed to the County of Frontenac as well as the Municipality's environmental protection

7.F. Mr. Lindsay Mill's letter to you dated March 4, 2016 confirms the Township is satisfied that all servicing issues are resolved such as road construction; storm water drainage, design, and maintenance; and the construction and design of ditches and culverts.

8. The first sentence of Paragraph 80 of the Subdivision Agreement reads:

80. The Owner shall grant to the Municipality lands in fee simple free of liens and encumbrances for municipal park or other recreational purposes other than roads or shall make a cash payment in lieu thereof as provided by the *Planning Act* in accordance with Schedule "G".

Further, Schedule "G" of the Subdivision Agreement reads:

SCHEDULE "G" OF SUBDIVISION AGREEMENT
LANDS TO BE CONVEYED FOR PARKLAND OR CASH IN LIEU

The Owner shall convey to the Municipality 5% of the land included in the Plan for park purposes. Alternatively, the Municipality may require cash in lieu for all or a portion of the conveyance to be paid proportionately prior to registration of the Plan.

The Owner acknowledges and agrees that additional Parkland and/or cash in lieu shall be required upon registration of the second phase of development.

9. Schedule "J" of the Subdivision Agreement contains the "Special Conditions", Paragraph 22 of which reads:

22. In the event that human remains are encountered during construction, all work must immediately cease and the site must be secured. The Ontario Provincial Police, the Registrar or Deputy Registrar of the Cemeteries Regulation Unit of the Ontario Ministry of Consumer Services (416-326-8404), and the Cultural Program Branch of the Ministry of Culture must be immediately contacted.

10.A. Schedule "J" of the Subdivision Agreement contains the "Special Conditions", Paragraph 23 of which reads:

23. The Owner agrees that all recommendations of the Archaeological Assessment (Stage 1 & 2) Reports, dated January 2009 by the Cataraqui Archaeological Research Foundation be implemented to the satisfaction of the Municipality for each phase of the development.

10.B. Schedule "J" of the Subdivision Agreement contains the "Special Conditions", Paragraph 21 of which reads:

21. In the event that deeply buried or previously undiscovered archaeological deposits are discovered in the course of development or site alteration, all work must immediately cease and the site must be secured. The Cultural Program Branch of the Ministry of Culture (416-314-7123) must be immediately contacted. The Algonquins of Ontario must also be contacted where remains or artifacts of aboriginal origins are discovered. The Algonquins of Ontario may be contacted at:
31 Riverside Drive, Suite 101, Pembroke, Ontario K8A 8R6, (613) 735-3759 – algonquins@nrtco.net.

11.A. Schedule "J" of the Subdivision Agreement contains the "Special Conditions", Paragraph 20 of which reads:

POSTAL SERVICE
20. The Owner shall install a Centralized Community Mail Box and associated lighting at a location on the road allowance of Willowbrook Drive near the entrance to the development at Perth Road along the side yard of Lot 1 in phase 1, to the satisfaction of the Municipality and Canada Post, or at an alternative location approved in advance by Canada Post and the Municipality.

11.B. Paragraphs 30 and 31 of the Subdivision read:

UTILITY APPROVALS AND COSTS
30. Prior to registration of the Plan, the Owner shall submit to Hydro One, Bell Canada and any other applicable utility company all plans required for their approval; shall obtain the approval of all applicable provincial and federal regulatory authorities; and shall indemnify the Municipality against all related fees and other charges.

31. The Owner shall bear the expense of all offsite work attributable to the Subdivision resulting from the approved public works design

11.C. Paragraph 23of the Subdivision reads:

Public Utilities
23. All utility lines shall be installed underground unless otherwise specified.

As does Paragraph 32 of Schedule "J" of the Subdivision Agreement.

11.D. Schedule "J" of the Subdivision Agreement contains the "Special Conditions", Paragraph 13 of which reads:

13. The Owner shall develop a site servicing plan for each Lot and Block showing, without limitation, the location of the house or other primary structure, well, and primary and alternate sewage system locations. The site servicing plan shall be provided to all purchasers of lots in the Plan.

11.E. Schedule "J" of the Subdivision Agreement contains the "Special Conditions", Paragraph 29 of which reads:

29. The Owner agrees to install street lights to the satisfaction of the Municipality, including lighting at the entrance to the development at Perth Road, such that lighting also illuminates the location of the Centralized Community Mail Box, and at the temporary turning circle in phase 1.

11.F. Mr. Lindsay Mill's letter to you dated March 4, 2016 confirms the Township is satisfied that all servicing issues are resolved such as road construction and sidewalk construction.

11.G. Schedule "I" of the Subdivision Agreement contains the "Parklanmd, Fencing, Landscaping and Tree Preservation requirements" and reads:

SCHEDULE "I" OF SUBDIVISION AGREEMENT
PARKLAND, FENCING, LANDSCAPING AND TREE PRESERVATION REQUIREMENTS

SEE PLANS LISTED IN SCHEDULE "E"

In addition to the foregoing,
1. The Owner shall protect all trees within the Plan of Subdivision existing as of the date of the execution of this Agreement, including the installation of protective fencing, if necessary, in accordance with the Lot Grading Plan and OPS 565, but in the event of a conflict between them, the decision of the Municipal Engineer will be final.

2. The Owner shall replace all existing trees that are damaged or have died during construction of the Works with a tree of a type and size satisfactory to the Municipality. This provision shall not apply to any trees removed to facilitate road construction or storm water pond construction.

3. The Owner shall prepare a tree preservation plan to the satisfaction of the Municipality which identifies trees to be protected and preserved and the methods for doing so. The Owner shall implement the tree preservation plan during construction. The Owner of every Lot or Block where a tree(s) has been identified to be protected shall not remove or damage the identified tree(s) unless a certified arborist determines that the tree is diseased or needs to be removed.

4. The Owner shall prepare a landscape plan to the satisfaction of the Township showing tree planting to be carried out, including without limitation:

a. one tree to be planted by the Owner in the front yard of each lot;

b. a planting area or screen buffer along the rear lot line of those lots abutting Perth road (Lots 1 – 4 in phase 1 and Lots 5 – 9 in phase 2). The existing natural vegetation abutting the existing residential properties on Davidson Road shall be retained and maintained to buffer and screen Lot 4 and 5 from

view of the existing lots. The planting area or screen buffer may include additional trees for each lot, berms, vegetation, and other measures to the satisfaction of the Municipality and shall be in accordance with the Municipality's site plan control guidelines; and

c. all trees shall be of a type, size and located as specified in the Municipality's Site Plan Guidelines.

5. Notwithstanding anything to the contrary in this Agreement, all plantings shall be subject to a warranty period of twenty-four (24) months from the date of satisfactory installation as determined by the Municipality.

12.A. Mr. Lindsay Mill's letter to you dated March 4, 2016 confirms the Township is satisfied that this condition has been satisfied.

12.B. Mr. Lindsay Mill's letter to you dated March 4, 2016 confirms the Township is satisfied that this condition has been satisfied.

13.A. The original and copies of the Final Plan, together with the Surveyor's Certificate, were delivered to the Township of South Frontenac.

12.A. Mr. Lindsay Mill's letter to you dated March 4, 2016 confirms the Township is satisfied that this condition has been satisfied with the passing of Township of South Frontenac By-law No. 2014-66.

PLAN OF SUBDIVSION OF

PART of LOTS 18 and 19, CONCESSION 2
PART of the ROAD ALLOWANCE between LOTS 18 and 19

Geographic Township of Loughborough

(Former Municipal Township of Storrington)

TOWNSHIP of SOUTH FRONTENAC

COUNTY of FRONTENAC

SCALE = 1:1500

50metres 0 50 100 150metres

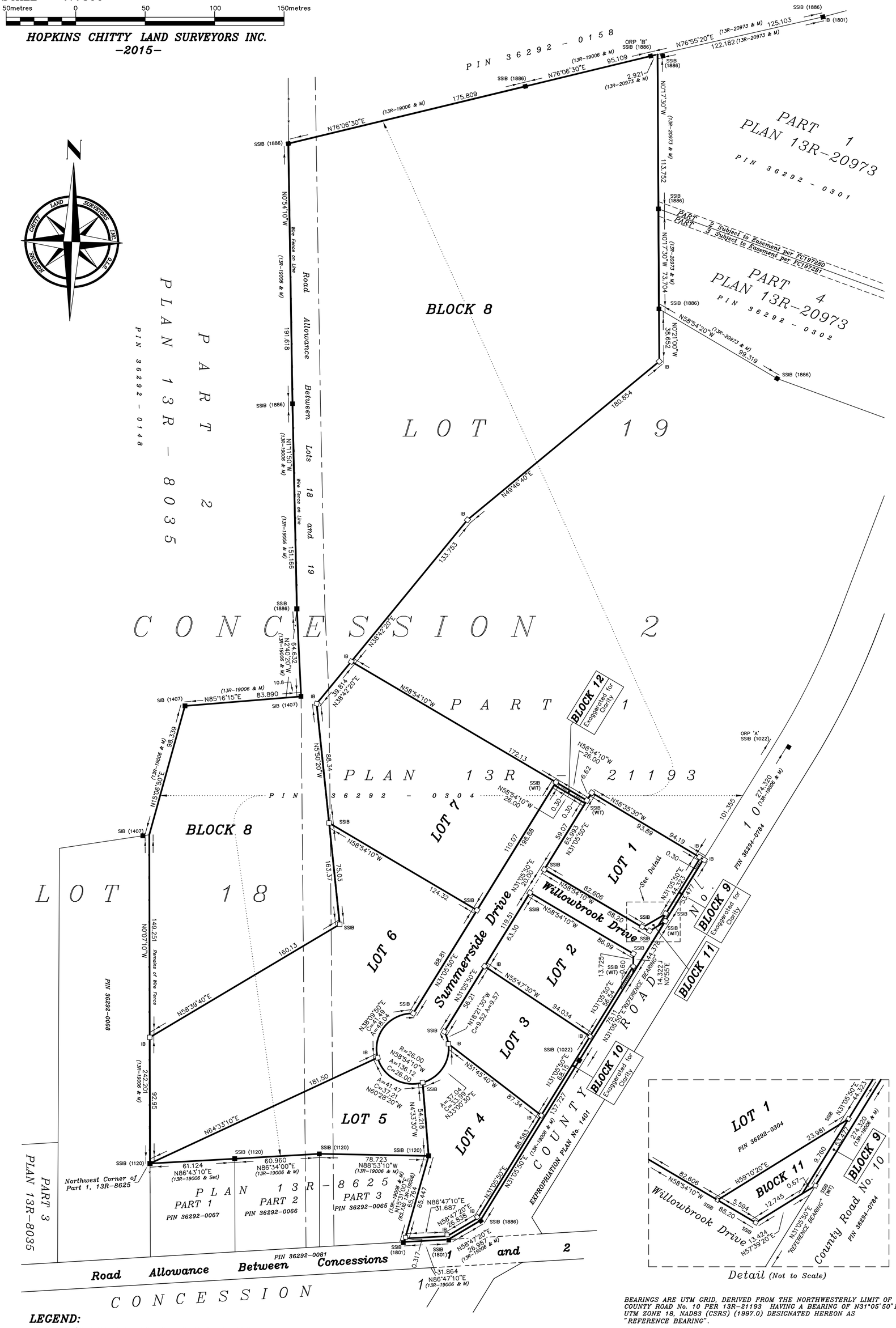
HOPKINS CHITTY LAND SURVEYORS INC.
–2015–

PLAN 13M–

I CERTIFY that this PLAN is REGISTERED in the LAND REGISTRY OFFICE for the LAND TITLES DIVISION of FRONTENAC (No. 13) at O'CLOCK on the day of , 2016 AND ENTERED IN THE PARCEL REGISTER FOR PROPERTY IDENTIFIER No. 36292–0304 AND THE REQUIRED CONSENTS ARE REGISTERED as PLAN DOCUMENT No. LT.

REPRESENTATIVE FOR LAND REGISTRAR

THIS PLAN COMPROMISES PART OF PIN 36292–0304



Detail (Not to Scale)

BEARINGS ARE UTM GRID, DERIVED FROM THE NORTHWESTERLY LIMIT OF COUNTY ROAD No. 10 PER 13R–21193 HAVING A BEARING OF N31°05'50"E UTM ZONE 18, NAD83 (CSRS) (1997.0) DESIGNATED HEREON AS "REFERENCE BEARING".

FOR BEARING COMPARISONS, A ROTATION OF 1°25'00" CLOCKWISE WAS APPLIED TO BEARINGS ON 13R–19006

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.9997519

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

LEGEND:

SSIB'S PLANTED DUE TO INSUFFICIENT OVERBURDEN

–□–	denotes	Planted Survey Monument
–■–	"	Found Survey Monument
SIB	"	Standard Iron Bar
SSIB	"	Short Standard Iron Bar
IB	"	Iron Bar
IBø	"	Iron Bar (round)
RB	"	Rock Bar
RP	"	Rock Post
(WIT)	"	Witness
(M)	"	Measured
(R.P.)	"	Registered Plan
(HP)	"	Hydro Pole
(1022)	"	N. Bruce Campbell – O.L.S.
(1886)	"	Hopkins Chitty Land Surveyors Inc.
(1407)	"	Grange W. Elliott Ltd. – O.L.S.
(1120)	"	James A. Minnes – O.L.S.

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT:

1. LOTS 1 TO 7, BOTH INCLUSIVE, BLOCKS 8 AND 11, RESERVES NAMELY BLOCKS 9, 10 AND 12 AND STREETS BEING WILLOWBROOK DRIVE AND SUMMERSIDE DRIVE HAVE BEEN LAID OUT IN ACCORDANCE WITH MY INSTRUCTIONS.

2. THE STREETS ARE HEREBY DEDICATED TO THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC AS PUBLIC HIGHWAY.

OWNER: DATED THE DAY OF , 2016.

TONY MATIAS
PRESIDENT, 1059823 ONTARIO LTD.
(I HAVE THE AUTHORITY TO BIND THE CORPORATION)

MUNICIPAL CERTIFICATE

APPROVED UNDER SECTION 51, OF THE PLANNING ACT BY THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC THIS THE DAY OF 2016.

RON VANDEWAL
MAYOR

WAYNE ORR
CAO

(WE HAVE THE AUTHORITY TO BIND THE CORPORATION)

OBSERVED REFERENCE POINTS (ORPs) DERIVED FROM 13R–21193 BY CONVENTIONAL TOTAL STATION OBSERVATIONS , UTM ZONE 18, NAD83 (CSRS) (1997.0) COORDINATES TO RURAL ACCURACY PER SEC. 14 (2) OF O.REG. 216/10

POINT ID	NORTHING	EASTING
ORP "A"	4915022.20	382237.30
ORP "B"	4915527.60	382149.21

COORDINATES CANNOT, IN THEMSELVES BE USED TO RE–ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

SURVEYOR'S CERTIFICATE:

I CERTIFY THAT:

1. This Survey and Plan are correct and in accordance with the SURVEYS ACT, the SURVEYORS ACT and the LAND TITLES ACT and the REGULATIONS made under them.

2. The SURVEY was completed on the 3rd day of November, 2015

HOPKINS CHITTY LAND SURVEYORS INC.

DATE: FEBRUARY 11, 2016

PHIL W. CHITTY – O.LS.

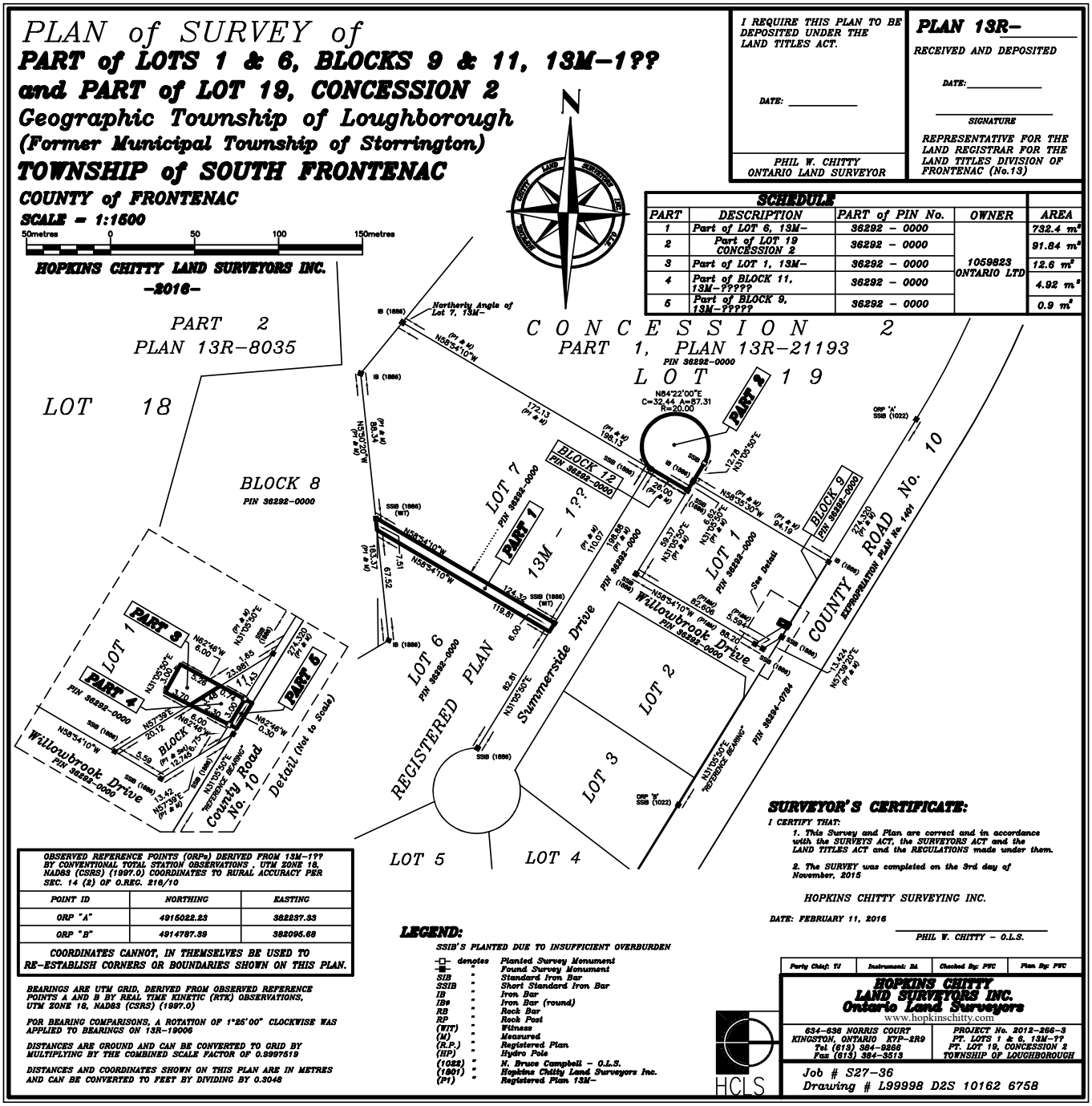
Party Chief: BC	Instrument: BP	Checked By:	Plan By: PWC

HCLS

HOPKINS CHITTY LAND SURVEYORS INC.
Ontario Land Surveyors
www.hopkinschitty.com

634–636 NORRIS COURT
KINGSTON, ONTARIO K7P–2R9
Tel (613) 384–9266
Fax (613) 384–3513

PROJECT No. 2012–266–2
LOT 18 & 19, CONCESSION 2
TOWNSHIP OF LOUGHBOROUGH


PLAN of SURVEY of
PART of LOTS 1 & 6, BLOCKS 9 & 11, 13M-1??
and PART of LOT 19, CONCESSION 2
Geographic Township of Loughborough
(Former Municipal Township of Storrington)
TOWNSHIP of SOUTH FRONTENAC
COUNTY of FRONTENAC
SCALE = 1:1500
50metres 0 50 100 150metres
HOPKINS CHITTY LAND SURVEYORS INC.
-2016-
I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.
DATE:
PHIL W. CHITTY
ONTARIO LAND SURVEYOR
PLAN 13R-
RECEIVED AND DEPOSITED
DATE:
SIGNATURE
REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF FRONTENAC (No.13)
SCHEDULE
PART | DESCRIPTION | PART of PIN No. | OWNER | AREA
1 | Part of LOT 6, 13M- | 36292 - 0000 | 1059823 ONTARIO LTD | 732.4 m²
2 | Part of LOT 19 CONCESSION 2 | 36292 - 0000 | | 91.84 m²
3 | Part of LOT 1, 13M- | 36292 - 0000 | | 12.6 m²
4 | Part of BLOCK 11, 13M-????? | 36292 - 0000 | | 4.92 m²
5 | Part of BLOCK 9, 13M-????? | 36292 - 0000 | | 0.9 m²
PART 2
PLAN 13R-8035
LOT 18
BLOCK 8
PIN 36292-0000
CONCESSION 2
PART 1, PLAN 13R-21193
PIN 36292-0000
LOT 19
Northerly Angle of Lot 7, 13M-
N58°54'10"W
N84°22'00"E C=32.44 A=87.31 R=20.00
PART 2
BLOCK 12 PIN 36292-0000
LOT 7 PIN 36292-0000
PART 1 13M - 1??
BLOCK 9 PIN 36292-0000
LOT 1 PIN 36292-0000
See Detail
COUNTY ROAD No. 10
EXPROPRIATION PLAN No. 1401
ORP 'A' SSIB (1022)
Willowbrook Drive PIN 36292-0000
Summerside Drive
REGISTERED PLAN
LOT 6 PIN 36292-0000
LOT 2
LOT 3
LOT 4
LOT 5
PIN 36294-0784
PART 3
PART 4
PART 5
PART 6
BLOCK 11
Detail (Not to Scale)
"REFERENCE BEARING" N31°05'50"E
OBSERVED REFERENCE POINTS (ORPs) DERIVED FROM 13M-1?? BY CONVENTIONAL TOTAL STATION OBSERVATIONS , UTM ZONE 18, NAD83 (CSRS) (1997.0) COORDINATES TO RURAL ACCURACY PER SEC. 14 (2) OF O.REG. 216/10
POINT ID | NORTHING | EASTING
ORP "A" | 4915022.23 | 382237.33
ORP "B" | 4914787.39 | 382096.68
COORDINATES CANNOT, IN THEMSELVES BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.
BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B BY REAL TIME KINETIC (RTK) OBSERVATIONS, UTM ZONE 18, NAD83 (CSRS) (1997.0)
FOR BEARING COMPARISONS, A ROTATION OF 1°25'00" CLOCKWISE WAS APPLIED TO BEARINGS ON 13R-19006
DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.9997519
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048
LEGEND:
SSIB'S PLANTED DUE TO INSUFFICIENT OVERBURDEN
denotes Planted Survey Monument
Found Survey Monument
SIB Standard Iron Bar
SSIB Short Standard Iron Bar
IB Iron Bar
IBs Iron Bar (round)
RB Rock Bar
RP Rock Post
(WIT) Witness
(M) Measured
(R.P.) Registered Plan
(HP) Hydro Pole
(1022) N. Bruce Campbell - O.L.S.
(1901) Hopkins Chitty Land Surveyors Inc.
(P1) Registered Plan 13M-
SURVEYOR'S CERTIFICATE:
I CERTIFY THAT:
1. This Survey and Plan are correct and in accordance with the SURVEYS ACT, the SURVEYORS ACT and the LAND TITLES ACT and the REGULATIONS made under them.
2. The SURVEY was completed on the 3rd day of November, 2015
HOPKINS CHITTY SURVEYING INC.
DATE: FEBRUARY 11, 2016
PHIL W. CHITTY - O.L.S.
Party Chief: TJ | Instrument: DA | Checked By: PWC | Plan By: PWC
HOPKINS CHITTY LAND SURVEYORS INC.
Ontario Land Surveyors
www.hopkinschitty.com
634-636 NORRIS COURT KINGSTON, ONTARIO K7P-2R9 Tel (613) 384-9266 Fax (613) 384-3513
PROJECT No. 2012-266-3
PT. LOTS 1 & 6, 13M-??
PT. LOT 19, CONCESSION 2
TOWNSHIP OF LOUGHBOROUGH
Job # S27-36
Drawing # L99998 D2S 10162 6758
HCLS

Report 2016-036

Council Recommend Report

To: Warden and Members of County Council

From: Kelly J. Pender, Chief Administrative Officer

Prepared by: Joe Gallivan, Director of Planning & Economic Development

Date of meeting: March 16, 2016

Re: Planning & Economic Development – Hartington Plan of Subdivision – County File # 10T-2013/002

Recommendation

Resolved That the Council of the County of Frontenac direct staff to prepare a planning report for the Hartington Plan of Subdivision, County File # 10T-2013/002;

And Further That Council direct staff to deliver a report for the April 20, 2016 Council meeting in order for Council to provide the Ontario Municipal Board (OMB) with its position on the Hartington development prior to the Hearing

And Further That staff be directed to retain legal counsel to prepare for and represent the County at the upcoming OMB hearing.

Background

The subject lands are described as Part of Lot 7, Concession 7, formerly municipal Township of Portland, Township of South Frontenac, County of Frontenac. It is located on the west side of the K&P Trail between Boyce Road and Petworth Road. The northern portion of the property is within the Hartington settlement area. A map of the proposed development as originally submitted with the application is attached to this report as Appendix A.

The proposal is for a Draft Plan of Subdivision containing thirteen (13) lots for single detached dwellings. The current proposal – which is also the proposal that has been appealed to the Ontario Municipal Board (OMB) – was revised from the original submission of a forty-nine (49) lot subdivision on a 44.8 hectare (111 acre) property. On October 9, 2016, the applicant provided documentation intended to revise the original planning rationale and reduce the size of the proposed subdivision from 49 to 13 lots. A copy of the correspondence, including a map of the revised plan is attached to this report as Appendix B

A concurrent Zoning By-law Amendment was filed with the revised subdivision plan, and has also been appealed to the OMB. The zoning amendment would rezone the land from 'Rural (RU)' to 'Residential (R)' to recognize the residential development proposal.

An associated zoning by-law amendment proposal was submitted to the Township of South Frontenac to rezone the lands to a special Residential Zone (R-28) to permit the residential use of the lands and to recognize the frontages as proposed at only 46 metres.

Frontenac County deemed the application to be complete pursuant to the requirements of the *Planning Act* on November 15, 2013.

At the direction of the County, South Frontenac Township has held two public meetings with regard to the Hartington development to consider both the plan of subdivision and the necessary Zoning By-law amendment. A formal public meeting on July 7th, 2015. Following the public meeting the Draft Plan was revised to include 13 instead of 49 lots. A second public meeting was held on July 15th, 2015 to discuss the revised proposal.

On February 12, 2016 the applicant filed an appeal on the draft plan of subdivision and zoning by-law for lack of decision within 180 day time period required under the *Planning Act*. Although Hearing dates have not yet been set (OMB File No. PL160168), the Board has advised in correspondence to the County dated March 2, 2016 that all Parties should be prepared to proceed at any time. A copy of the correspondence from the OMB is attached to this report as Appendix C. Notice for prehearings and hearings are generally mailed 35 days before the hearing and Notice for mediation meetings can be given on shorter notice. Once dates are set, adjournments are not granted except where compelling circumstances exist and with the consent of all parties and/or the approval of the Board.

Comment

County Council has not reviewed the Hartington subdivision. Although there are no formal requirements per the County Procedural By-law, it has been a tradition that County Council not deal with a subdivision proposal until the local Township Council has passed a resolution of support or refusal.

At the time of writing of this report, South Frontenac Council has not passed a resolution to either approve or refuse the Hartington development.

At the Township Council meeting held on March 1st, 2016, the following resolution was passed:

> **Resolution No. 2016-6-17**
>
> **Moved By** Councillor Schjerning
> **Seconded By** Councillor Sleeth
>
> **Move Deferral** with instructions that the Township engage an independent environmental consulting firm to review the reports that have been submitted to date and make a determination on the water quantity and quality in proposed

development and surrounding areas and make recommendations as to any additional testing or monitoring that should be conducted.

CARRIED

A Township planning report was included in the March 1st agenda that recommended that Township Council endorse the proposed subdivision, zoning amendment, and draft conditions. However, those recommendations are in abeyance until Township Council receives further information with respect to water quality and quantity on the property. A copy of the Township of South Frontenac resolution is attached to this report as Appendix D.

As Council is aware, the County has retained Malroz Engineering to provide review and recommendations on all hydrogeological studies that are submitted as part of a subdivision or condominium application. Malroz has been engaged in the Hartington review process from the outset, including site visits and the review of all analyses and test results that have been provided by the applicant's hydrogeological engineer. Malroz has also responded to work completed on behalf of a local citizens group by the engineering firm McIntosh Perry, and have also commented on the tests and analysis prepared by S.O.S. Consulting with respect to the Township-initiated site cleanup of a former gas station site in Hartington. The work and recommendations from Malroz will form one of the bases of planning staff's opinion with respect to the suitability of this proposed subdivision.

Next Steps – Ontario Municipal Board Hearing

Rather than proceeding directly to an OMB Hearing, mediation is an option available should the parties consent to this process. Mediation is intended to provide the parties with a more satisfactory manner in which to reach a resolution in the same or lesser timeframe as the traditional adjudicative process. Staff had advised the OMB when submitting the appeal that the County believed that this matter would benefit from mediation and that it believed that all parties would consent to participating in mediation and/or a Prehearing Conference; however as noted, all parties must consent. As the development is now in the hands of the OMB, the final decision will not be made by County Council but by the Board.

Staff suggest that County Council has two options:

(1) **Do Nothing** – the OMB Hearing would proceed without representation from the County. It is not known if South Frontenac would attend as they are not the approval authority and at this time have not formally taken a position. By not attending, the County would not have an effect on the outcome of the hearing and the Board would make its decision without any planning evidence from County planning staff or legal representation. In this situation, it is possible that the appellant will request the Board to order costs against the County and Township for the need to appeal to the Board rather than the County making a decision.

(2) **Establish a Planning Opinion** – should Council agree to the recommendation that staff prepare a planning report, a resolution could be passed at the April Council meeting and staff could be directed to defend that opinion at the OMB.

Sustainability Implications

One of the key focus areas of *Directions for Our Future*, the County's Sustainability Plan, is Land Use Planning and Management. When establishing 'good planning' it is important the Council be provided with a professional planning opinion to make an informed decision.

Financial Implications

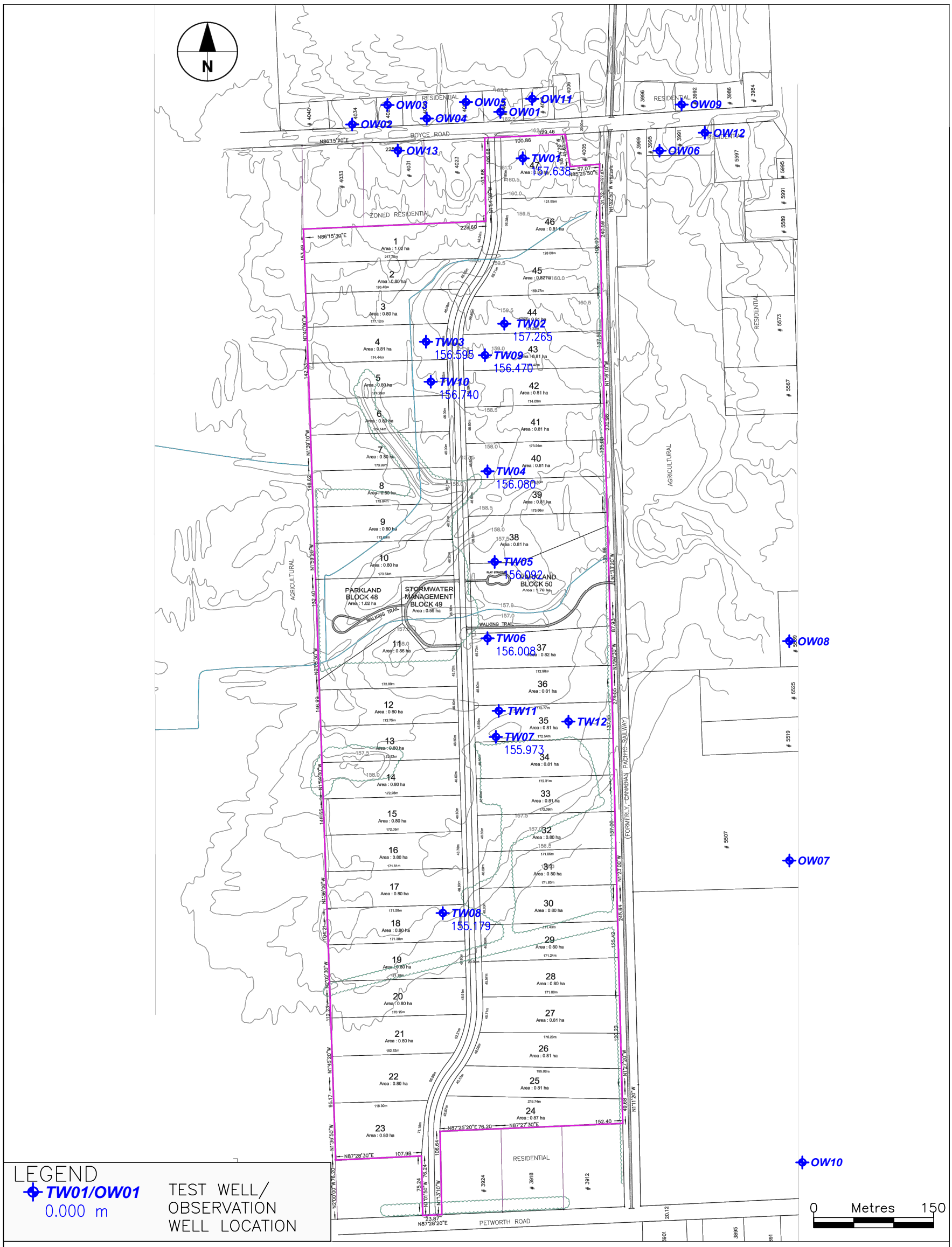
If Council chooses the 'Do Nothing' approach there will be a risk of the OMB awarding costs to the appellant from the County.

If Council chooses to establish a planning position, the costs of legal counsel will be required.

Organizations, Departments and Individuals Consulted and/or Affected

Township of South Frontenac
Ontario Municipal Board

Appendix A



ASC ENVIRONMENTAL

MONITORING WELL LOCATION PLAN DECEMBER 30, 2014
Hydrogeological Study
T. Grant Custom Homes
Proposed Hartington Subdivision, Hartington, Ontario

Drawing No. 9
File: ASC-095

The Woolen Mill
6 Cataraqui St, Suite 108
Kingston, ON K7K 1Z7
613.542.5454
fotenn.com

October 9, 2015

FOTENN

RECEIVED
OCT 13 2015
County of Frontenac

Joe Gallivan
Director of Planning and Economic Development
County of Frontenac
2069 Battersea Road
Glenburnie, ON K0H 1S0

Re: Application for Draft Plan of Subdivision and Zoning By-law Amendment
Planning Brief
Part of Lot 7, Concession 7, Portland District, Township of South Frontenac
File Nos.: 10T-2013/002 and Z-15/03

Dear Mr. Gallivan,

The following submission is being provided to advise the County of revisions made to the proposed residential subdivision in Hartington. The original application sought to create 50 new blocks, including 47 residential lots, two parkland blocks and one stormwater management block. This letter is intended to supplement the original planning rationale, dated June 11, 2015, which was submitted in support of the development applications.

Feedback received during the Statutory Public Meeting and through written correspondence indicates there are concerns with developing the entire subdivision, due to the fact that the property is located partly within a settlement area and partly within the rural area. Concerns were also raised regarding water quality and quantity.

The applicant has thoughtfully considered this feedback from the community and has reduced the subdivision to 13 residential lots, all of which will be located within the existing hamlet boundary. The remainder of the lands will not be part of the subdivision application and will remain rural. When the applicant pursues the development of the southern portion of the property in the future, the planning process will trigger further consultation with the County and Township Council, staff and the Public.

OVERVIEW OF REVISED DESIGN

As seen in Figure 1 below, the revised plan now includes 13 residential lots, a road and the remainder of the lands are not part of the Plan of Subdivision. The two parkland blocks originally proposed have been removed along with the stormwater management block. Stormwater will be directed away from the 13 lots by enhanced ditches. The proposed new road will terminate at the end of lots 6 and 7. The right-of-way will continue south for stormwater management purposes, providing a direct connection from the proposed roadside ditches to the existing Pleasant Valley Municipal Drain. Cash-in-lieu of parkland will be provided instead of the originally proposed parkland blocks.

FOTENN

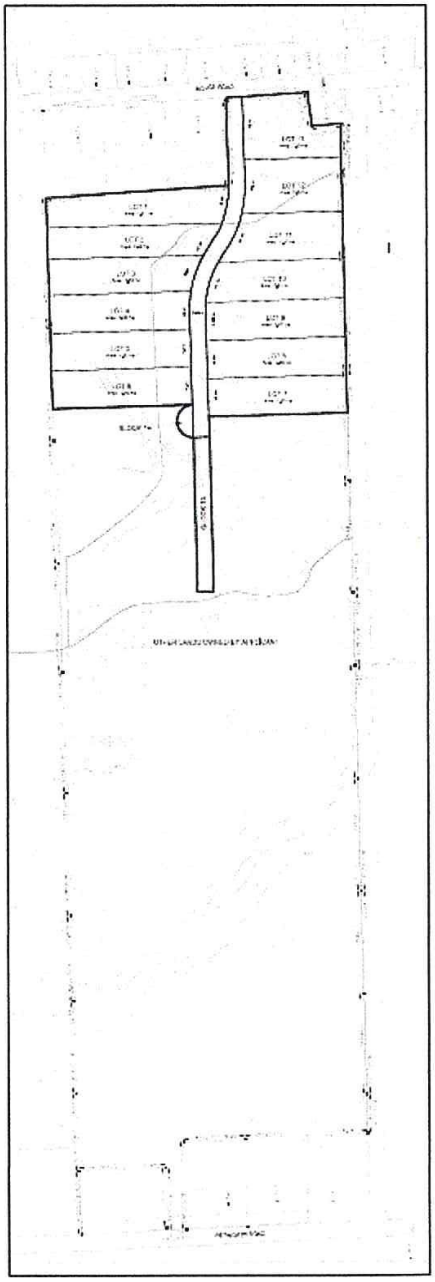


Figure 1: Revised Draft Plan of Subdivision

FOTENN

TECHNICAL CONSIDERATIONS

Hydrogeology

ASC Environmental has reviewed the revised draft plan and has provided an updated analysis for the proposed 13 residential lots. Based on MOE guidelines, a minimum of 3 test wells is required for sites up to 15 hectares (the reduced development area is approximately 11 hectares in size of the 45 hectare property). Currently, five drilled wells are present in the area proposed for development and a sixth well is immediately south and adjacent to the now Lot 7. On this basis, sufficient wells are in place to address the hydrogeological conditions for the proposed Hamlet development.

Water Supply

Pumping tests were conducted on the test wells in 2013 and 2014. Water supply has been assessed during spring and summer conditions with pumping test results from the 5 existing wells confirming sufficient water supply to support development of the 13 proposed lots within the Hamlet. Based on the hydroeological work completed to date (and confirmatory peer reviews), ASC is of the opinion that the well driller's pumping tests for the remaining 8 lots will be sufficient to assess potential well yield to confirm long term viability of each lot.

Water Quality

Existing groundwater chemistry data from the test wells identified that treatment for common aesthetic parameters and health related parameters may be necessary in the Hamlet portion of the property. Bacteriological parameters are not a concern. During individual lot development, disinfection is recommended as a minimum to ensure safe drinking water for domestic consumption purposes and retaining a water treatment specialist to confirm treatment options for the identified aesthetic and health related parameters that may require treatment.

Interference

Water levels were measured in test wells and observation wells in the northern portion of the property during pumping tests conducted in March 2013, August 2014 and September 2014. The results indicated a positive response during all three test times and exceeded the requirements of MOE's guidelines.

Based on these results ASC is of the opinion that the hydrogeological analysis conducted to date and the evaluation of new wells by a qualified hydrogeologist is sufficient to adequately characterize long term water supply of the proposed 13 lot residential development.

Stormwater Management

As noted above, stormwater is proposed to be managed through enhanced ditches. Rear ditches will be provided along the east and west property lines to capture runoff from the rear portions of the proposed lots. The proposed roadside ditches would still capture runoff from the roadway, driveways, roofs, and front portions of the proposed lots. These roadside ditches would be extended northerly to Boyce Road to accommodate any future road drainage works envisioned there. The existing low lying area adjacent to the rail trail in the northeast corner of the site will still be drained through a ditch along a side lot line to the proposed roadside ditch. At the south limit of the road, a linear enhanced ditch will be extended southerly to the Pleasant Valley Drain. This lot-slope, grass lined, flat bottom ditch will be designed to provide stormwater quantity and quality control for the 13 lot development. Side and rear ditches as well as

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lot grading would be detailed on the engineering drawings and in the subdivision agreement.

A final Stormwater Management report will be completed with detailed design.

Environmental Impact Statement

An Environmental Impact Assessment was prepared by Ecological Services dated August 27, 2013. This report assessed the natural features on the property to determine significance in accordance with provincial and municipal legislation. The work included site visits and analysis of aerial photography. Conclusions of the assessment include:

- No threatened or endangered species within the subject property
- Bobolinks observed on adjacent properties, however they are known to be tolerant of nearby human activity and the proposed subdivision will not constitute a negative impact to this species
- There are no wetlands within 120 metres of the proposed development area
- There are no areas of natural and scientific interest within 120 metres of the proposed development area
- There are no valleylands within 120 metres of the proposed development area
- Existing woodland is not of significant size, habitat, proximity to a significant natural heritage feature, linkage, groundwater discharge area, or diversity to be considered significant in the context of provincial or municipal regulations. The subject property does not contain any significant woodlands.
- There are no significant wildlife habitat present within the proposed development area

The findings of the previously prepared Environmental Impact Assessment are not impacted by the revised draft plan of subdivision.

Traffic Impact Review

A Traffic Impact Review was completed by AECOM on September 2, 2015. Trip generation rates from the ITE Trip Generation Manual (9th Edition) were used to estimate the number of trips generated by the development. Traffic Counts along Road 38 were also utilized in their findings including turning movements. AECOM's traffic counts were consistent with the counts provided by the Township.

The additional traffic generated by the residential development represents less than 10% of the total traffic along Road 38. With such low volumes of new traffic, no impact to the existing traffic operations is expected. It was also determined that there should be sufficient gaps in the traffic along Road 38 such that northbound left turning vehicles on Road 38 will be able to access Boyce Road with little delay.

Comments from Quinte Conservation

Quinte Conservation has accepted the development subject to two conditions:

1) Any new development on the subject land should demonstrate that post-development flows do not exceed pre-development levels for design storms from the 5-year to 100-year events. In addition, the Level 2 (normal) water quality protection storage criteria set out in the Ministry of the Environment Stormwater

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Management Planning and Design Manual (2003) should be utilized for this application. Please note, staff have reviewed a covering letter provided by Forefront Engineering Inc. (dated August 10, 2015) and agree with the conceptual stormwater management design. We suggest however, that the Municipality consider the need for an easement over all drainage features (including rear lot swales) with access from Municipal property. Please contact Christine McClure, Water Resources Technologist at 613-968-3434 x 130 for further information regarding stormwater management comments.

2) Quinte Conservation suggests that a hydrogeological study be conducted which includes a baseline survey and evaluation of potential impacts on groundwater. We recommend that the consultant utilize the guidelines set forth in the Ministry of Environment (MOE) document titled '216905 D-5-5 Private Wells: Water Supply Assessment (1996)' and, '216904 D-5-4 Individual On-Site Sewage Systems: Water Quality Impact Risk Assessment (1996)'. Please note, staff have been in discussion with the consulting hydrogeologist and the Municipality's peer review agent. Please contact Mark Boone, Hydrogeologist at 613-968-3434 x 120 for further information regarding the hydrogeological comments.

PLANNING CONSIDERATIONS

The subject property is regulated by the Township of South Frontenac Comprehensive Zoning By-Law. It is currently zoned within the "RU" Rural Zone which permits a range of uses including agricultural and related uses, single-detached dwellings, and other uses which are considered compatible with rural areas. There is a small area of "Environmentally Sensitive Lands Overlay" on the west side of property which requires an Environmental Impact Assessment with any development application (completed with the initial application). The existing and surrounding zoning is shown in Figure 2 below.

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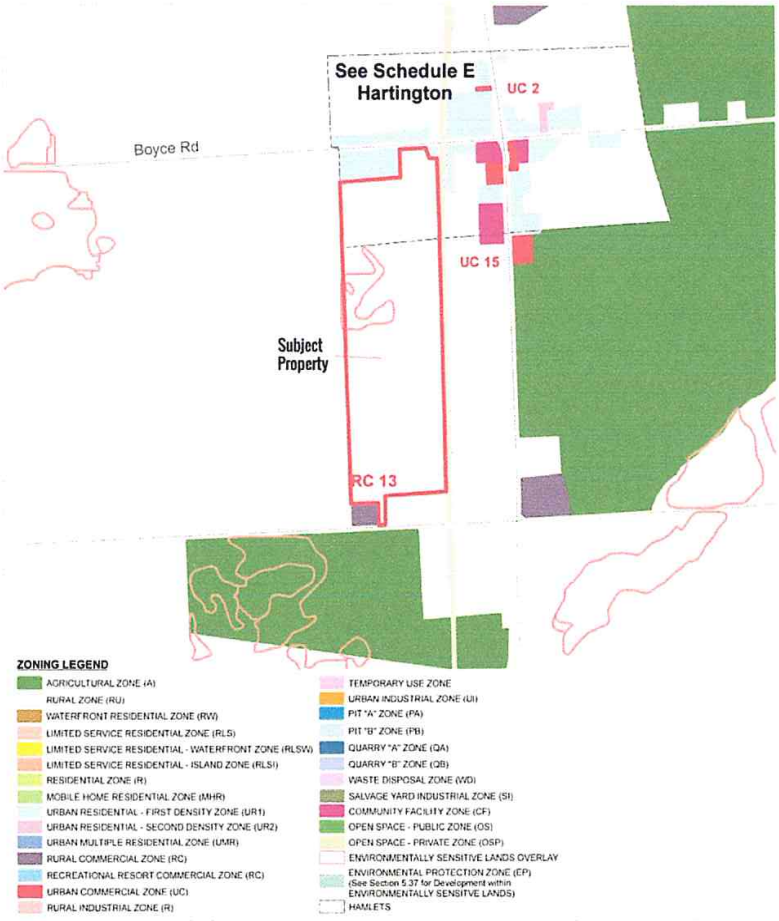


Figure 2: Current Zoning

We are proposing that the 13 residential lots be zoned a site specific Residential "R-28' zone which is an established zone within the Township. The remainder of the lands would be zoned the existing 'RU' Rural Zone (Figure 3). The table below provides a comparison between the parent Residential zone and the amendments necessary for the site specific zone.

Parent R Zone	Provided	Relief Necessary
Minimum Lot Area: 8,000 m^2	0.80 hectares (8,000 m^2)	No
Minimum Lot Frontage: 76 m	46 m	Yes – Request reduction to a minimum of 46 m frontage.

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Minimum Yard Requirements Front Yard: 20 m Rear Yard: 10 m Int. Side Yard: 6 m Ext. Side Yard: 10 m	Development will meet these requirements.	No relief requested.
Gross Floor Area (min): 89 sq. m	Development will meet these requirements.	No relief requested
Maximum Building Height: 11 m	Development will meet these requirements.	No relief requested.
Maximum Lot Coverage: 20%	Development will meet these requirements.	No relief requested.

Frontage Reduction

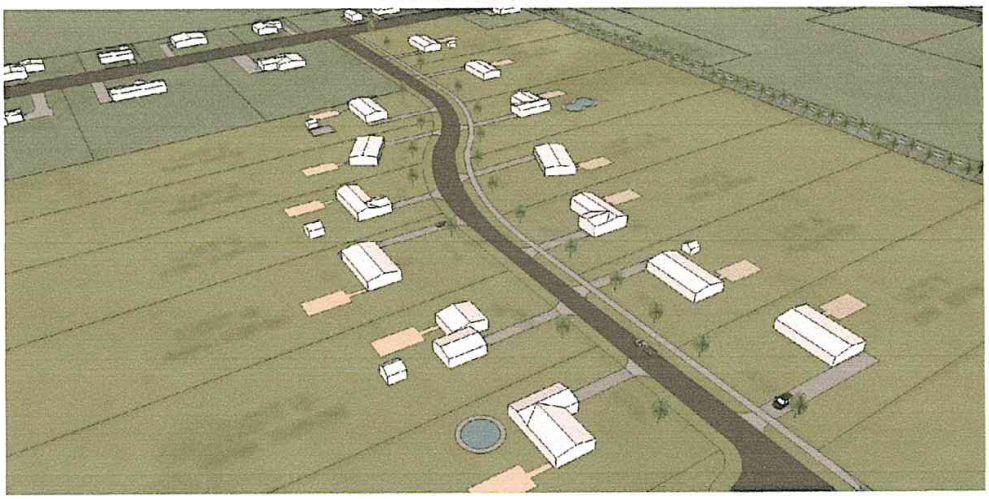
The Draft Plan provides 0.8 hectare lots with a minimum lot frontage of 46 metres. Overall, the draft plan is consistent with the general intent of the Official Plan and as such, we believe the relief requested for the zoning amendment is justified. Proposed residential lots will be located on private services and at 0.8 hectares (2 acres), each lot has sufficient space to meet the required setbacks for well and septic systems, including a back-up tile bed. Lots will also contain sufficient space for those wishing to have accessory buildings or accessory uses such as a swimming pool.

By providing sufficiently sized lots on a municipal road and by maintaining all other provisions of the Residential 'R' zone, the subdivision will achieve a scale and character similar to that of the surrounding hamlet. The images below provide a sense of the how the proposed subdivision will appropriately integrate with surrounding uses. It is important to note how much smaller the existing residential lots, but that the character is maintained with these small lots by providing a similar frontage to the existing lots.

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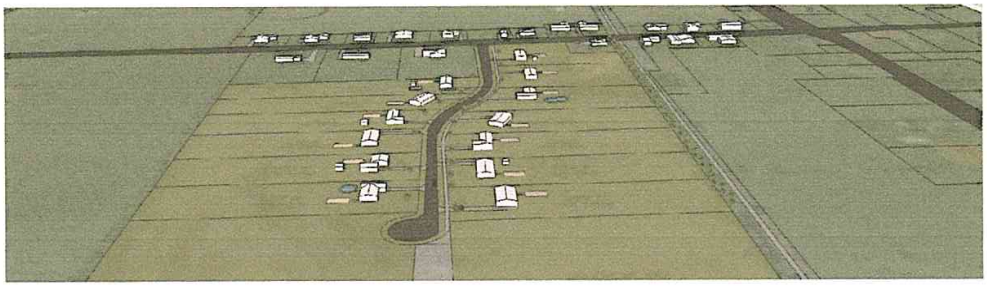


Proposed Lot Fabric
Existing Lot Fabric



Proposed Lot Fabric
Existing Lot Fabric

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As seen in the images above, the frontages proposed are consistent with the general character of the area. They are also consistent with other decisions made in the Township to reduce frontage within the hamlet areas. Some examples include:

- R-10 – Lyons Landing, 55 m
- R-11 – Bedford District, 60 m
- R-18 – Gilbert, 30 m
- R-21 – Deer Creek Phase 2, 35 m
- R-25 & R-26 – Valleyview Estates, 25 m
- R-27 – Ouellette, 50 m
- R-28 – Willowbrook Estates, 52 m

In summary, the only provision requiring relief is the lot frontage, which is proposed to be reduced from 76 metres to 46 metres. The reduction will not disrupt the functionality of the subdivision nor will it result in a lot fabric that is out of character with the surrounding area.

The site specific zoning text will read:

R-29 (Part of Lot 7, Concession 7, Township of Portland)

Notwithstanding anything in this by-law to the contrary, the lands zoned Special Residential (R-X) shall be used only in accordance with the following:

i. The minimum lot frontage shall be 46 m (150.9 ft).
ii. All other provisions of this by-law shall apply.

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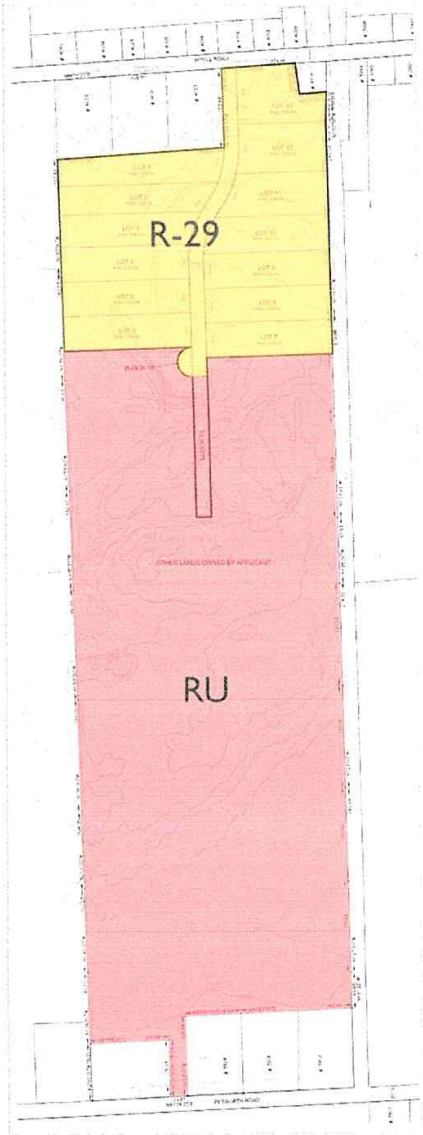


Figure 3: Proposed Zoning

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CONCLUSIONS

As a result of comments received from the public, the applicant has significantly reduced the scale of the proposed subdivision. The original proposal, which included 47 residential lots, two parkland blocks and one stormwater management block has been reduced to 13 residential lots all located within the settlement area of Hartington. Lands located outside of the hamlet area will remain as rural and will be subject to an additional planning process when the owner proposes future development options for the lands.

Should you require any additional information, please do not hesitate to contact me at 613-542-5454 extension 221.

Sincerely,

Mike Keene, RPP MCIP
Manager Policy + Development
FOTENN Consultants Inc.

Environment and Land Tribunals Ontario
Ontario Municipal Board

655 Bay Street, Suite 1500
Toronto ON M5G 1E5
Telephone: (416) 212-6349
Toll Free: 1-866-448-2248
Fax: (416) 326-5370
Website: www.elto.gov.on.ca

Tribunaux de l'environnement et de l'aménagement du territoire Ontario
Commission des affaires municipales de l'Ontario
655 rue Bay, suite 1500
Toronto ON M5G 1E5
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Sans Frais: 1-866-448-2248
Télécopieur: (416) 326-5370
Site Web: www.elto.gov.on.ca

Ontario

March 02, 2016

RECEIVED
MAR 07 2016
County of Frontenac

Janette Amini
Clerk
County of Frontenac
2069 Battersea Road, R.R.1
Glenburnie, ON
K0H 1S0

Subject:	Case Number:	PL160168
	File Number:	PL160168
	Municipality:	Township of South Frontenac
	Subdivision Number:	10T-2013/002
	Property Location:	Part Of Lot 7, Con 7, Geographic Twp Of Portland
	Applicant/Appellant(s):	1278804 Ontario Inc

The Board acknowledges receipt of the above referenced file. When communicating with the Board please quote the Board's case and/or file number.

This file has been assigned to **Jason C. Kwan, Case Coordinator, Planner**. For specific questions about this case, you may contact the Case Coordinator, Planner at **(416) 326-6775**.

The Case Coordinator, Planner will review the file to ensure that all the required material has been received and will identify if there are other related matters that may come to the Board. The Case Coordinator, Planner may contact the parties to:

- Identify issues
- Discuss whether the matter may be a candidate for a mediation meeting
- Discuss whether a prehearing conference may be beneficial (Prehearings are normally only held on complex cases where the hearing length is expected to be over five days)
- Discuss the time that may be required for the hearing.

Mediation is an option available where the parties consent to this process. Mediation is intended to provide the parties with a more satisfactory manner in which to reach a resolution in the same or lesser timeframe as the traditional adjudicative process. Parties should contact the Case Coordinator, Planner if they are interested in mediation.

The Board will schedule this case for the earliest available date on the Board's calendar. Parties should be prepared to proceed at any time. Parties will receive notice of the hearing event.

Notice for prehearings and hearings are generally mailed 35 days before the hearing. Notice for mediation meetings can be given on shorter notice.

Once dates are set, adjournments are not granted except where compelling circumstances exist and with the consent of all parties and/or the approval of the Board.

We are committed to providing accessible services as set out in the *Accessibility for Ontarians with Disabilities Act, 2005*. If you have any accessibility needs, please contact our Accessibility Coordinator as soon as possible. If you require documents in formats other than conventional print, or if you have specific accommodation needs, please let us know so we can make arrangements in advance.

For general information concerning the Board's policies and procedures visit our website at www.elto.gov.on.ca or you may contact the Board's offices at (416) 212-6349. You may wish to obtain a copy of the publication 'A Guide to the Ontario Municipal Board' to learn more about participating in matters before the Board and the hearing process. This publication is available on the Board's website or by calling the Board's offices.

Yours truly,

Alexandra Harvey
Case Management Administrative Assistant

c.c.
D. Wayne Fairbrother, Templeton Menninga, Solicitor for the Township of South Frontenac
Alan Cohen, Soloway Wright LLP, Solicitor for the Applicant/Appellant

1.03

Agenda Item #_____ Page#_____

TOWNSHIP OF SOUTH FRONTENAC
RESOLUTION

Resolution No. 2016:- 6 -17 Date: MARCH 1 2016

Moved by: COUNCILLOR SCHJERNING

Seconded by: COUNCILLOR SLEETH

MOVE DEFERRAL with instructions that the township engage an independent environmental consulting firm to review the reports that have been submitted to date and make a determination on the water quantity and quality in proposed development and surrounding areas and make recommendations as to any additional testing or monitoring that should be conducted.

CARRIED _____ DEFEATED_____ DEFERRED_____

MAYOR _____

I certify that this is a true copy of No._____ Dated_____ and approved at _____.

CLERK-ADMINISTRATOR_____

RECORDED VOTES

	YES	NO
P. Barr		
J. McDougall		
A. Revill		
B. Robinson		

	YES	NO
N. Roberts		
M. Schjerning		
R. Sleeth		
R. Sutherland		
R. Vandewal		

Council Recommend Report

Report 2016-038

To:	Warden and Council Members of the County of Frontenac
From:	Kelly J. Pender, Chief Administrative Officer
Prepared by:	Joe Gallivan, Director of Planning and Economic Development
	Reid Shepherd, Community Planner
Date of meeting:	March 16, 2016
Re:	**Planning and Economic Development – Applewood Plan of Vacant Land Condominium Final Approval – County File 10T-2014/001**

Recommendation

Resolved That the Council of the County of Frontenac receive the Planning and Economic Development – Applewood Plan of Vacant Land Condominium Final Approval – County File 10T-2014/001 report;

And Further That the Council of the County of Frontenac grant Final Approval to the Applewood Plan of Vacant Land Condominium – County File 10T-2014/001;

And Finally That the Clerk be authorized to issue Final Approval and approve the plan for registration by executing the required documents.

Background

The Applewood approved Draft Plan of Vacant Land Condominium is located in the Township of South Frontenac on the east basin of Loughborough Lake, just east of the Perth Road bridge, and is accessed through Keir Road. The municipal address is 3520 Keir Road.

The subject property, which is currently owned by 1324789 Ontario Inc., is 40.4 hectares (100 acres) in size.

The draft approved plan would see a 23 unit vacant land condominium for single detached dwellings, with each dwelling being serviced by an individual private well and septic system. Two of the units, which are located at the north end of the property, would have direct water frontage on Loughborough Lake. Two common element roads would provide access to the proposed units. An existing recreation trail provides an additional link to the proposed waterfront park and existing docking area. The low lying

lands located between the waterfront park and residential development lands are designated as Provincially Significant Wetland. No development is proposed within this wetland area.

The owner intends to purchase an adjacent Township road allowance to be part of the development lands, and is also seeking to add lands on the east side of the development for an additional potential unit.

A map of the plan is attached as Appendix A and the draft conditions approved by Council on December 3, 2014 are included as Appendix B.

As the conditions of draft approval have been cleared, the County has now received a request from the proponent for final approval.

Comment

County staff have reviewed the Final Plan of Vacant Condominium for conformity with the approved Draft Plan of Vacant Land Condominium and reviewed each condition to ensure the conditions were satisfied.

The conditions of draft vacant land condominium approval have been met to the satisfaction of County staff through the submission of the final plan and through a clearance letter provided by the Township of South Frontenac. The clearance letter and confirmation of the draft conditions are included as Appendix C.

Appendix D includes the applicant's request for final approval as well as documentation detailing how all of the conditions of draft approval have been satisfied.

Staff are satisfied that the application for final approval:

(i) is consistent with the Provincial Policy Statement;

(ii) meets the tests under Section 51(24) of the *Planning Act*;

(iii) complies with policies of the Township of South Frontenac's Official Plan and conforms to the Zoning By-law; and,

(iv) has fulfilled the revised conditions of draft approval issued by County Council on December 3, 2014.

Financial Implications

The required fee to process final approval of the plan of vacant land condominium in the amount of $600 has been paid to the County by the proponent and all funds owed have been paid to the Township.

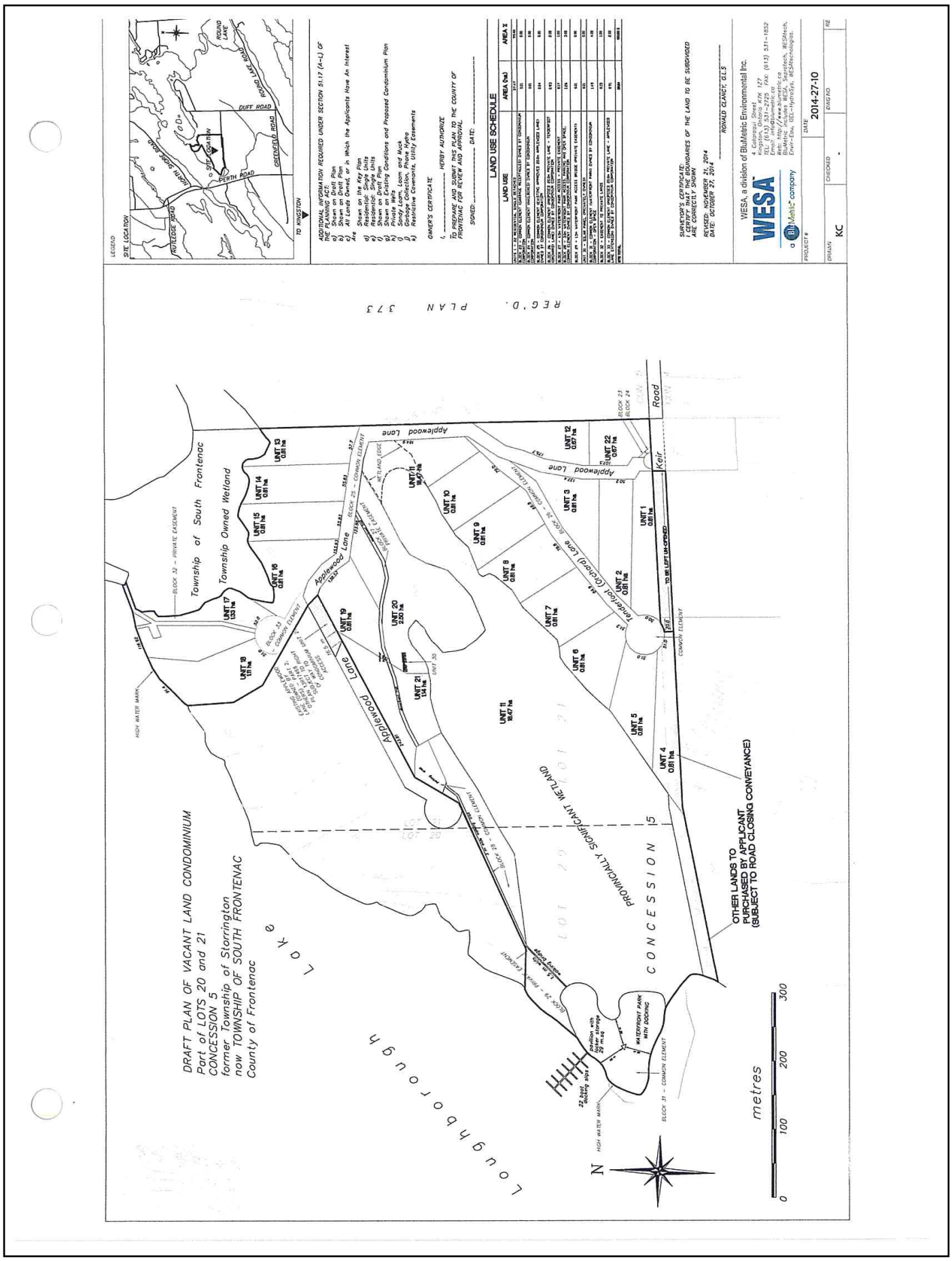
Sustainability Implications

One of the key focus areas of *Directions for Our Future*, the County's Sustainability Plan, is the *Protection of Natural Areas*. The plan recognizes that the Frontenacs are

unique due to the rich natural environment found here and that the protection of lakes is a crucial component in protecting our natural resources.

Organizations, Departments and Individuals Consulted and/or Affected

Township of South Frontenac
Commenting Agencies


DRAFT PLAN OF VACANT LAND CONDOMINIUM
Part of LOTS 20 and 21
CONCESSION 5
former Township of Storrington
now TOWNSHIP OF SOUTH FRONTENAC
County of Frontenac
LOUGHBOROUGH LAKE
PROVINCIALLY SIGNIFICANT WETLAND
CONCESSION 5
Township of South Frontenac
Township Owned Wetland
Applewood Lane
Waterfront (Gatchell) Lane
Keir Road
OTHER LANDS TO PURCHASED BY APPLICANT (SUBJECT TO ROAD CLOSING CONVEYANCE)
WATERFRONT PARK MIN DOCKING
pavilion with shelter storage 39 m.sq
22 boat docking slips
HIGH WATER MARK
BLOCK 31 - COMMON ELEMENT
BLOCK 32 - PRIVATE EASEMENT
BLOCK 33 - COMMON ELEMENT
BLOCK 25 - COMMON ELEMENT
BLOCK 26 - COMMON ELEMENT
BLOCK 28 - COMMON ELEMENT
BLOCK 29 - PARK
BLOCK 23
BLOCK 24
UNIT 1 0.81 ha
UNIT 2 0.81 ha
UNIT 3 0.81 ha
UNIT 4 0.81 ha
UNIT 5 0.81 ha
UNIT 6 0.81 ha
UNIT 7 0.81 ha
UNIT 8 0.81 ha
UNIT 9 0.81 ha
UNIT 10 0.81 ha
UNIT 11 16.67 ha
UNIT 12 0.67 ha
UNIT 13 0.81 ha
UNIT 14 0.81 ha
UNIT 15 0.81 ha
UNIT 16 0.81 ha
UNIT 17 1.33 ha
UNIT 18 1.11 ha
UNIT 19 0.81 ha
UNIT 20 2.50 ha
UNIT 21 1.44 ha
UNIT 22 0.67 ha
TO BE LEFT UNOPENED
COMMON ELEMENT
N
0
100
200
300
metres
LEGEND
SITE LOCATION
TO KINGSTON
PERTH ROAD
DUFF ROAD
ROUND LAKE ROAD
GREENFIELD ROAD
ADDITIONAL INFORMATION REQUIRED UNDER SECTION 51.17 (4-L) OF THE PLANNING ACT:
a) Shown on Draft Plan
b) Shown on Draft Plan
c) All Lands Owned, or in Which the Applicants Have An Interest Are
d) Shown on the Key Plan
e) Residential: Single Units
f) Residential: Single Units
g) Shown on Draft Plan
h) Shown on Existing Conditions and Proposed Condominium Plan
i) Private Wells
j) Sandy Loam, Loam and Muck
k) Private Septic Tile Bed Systems
l) Restrictive Covenants, Utility Easements
OWNER'S CERTIFICATE:
I, _____ HEREBY AUTHORIZE
TO PREPARE AND SUBMIT THIS PLAN TO THE COUNTY OF FRONTENAC FOR REVIEW AND APPROVAL.
SIGNED: _____ DATE: _____
LAND USE SCHEDULE
LAND USE | AREA (ha) | AREA %
SURVEYOR'S CERTIFICATE:
I CERTIFY THAT THE BOUNDARIES OF THE LAND TO BE SUBDIVIDED ARE CORRECTLY SHOWN
REVISED: NOVEMBER 23, 2014
DATE: OCTOBER 27, 2014
RONALD CLANCY, O.L.S.
WESA, a division of BluMetric Environmental Inc.
4 Cataraqui Street
Kingston, Ontario K7K 1Z7
TEL: (613) 531-2729 FAX: (613) 531-1852
Email: info@blumetric.ca
Web: http://www.blumetric.ca
BluMetric, WESA, Sandtech, WESAtech, Enviro-Eau, OEL-HydroSys, WESAtechnologies.
PROJECT # 2014-27-10
DRAWN KC
CHECKED -
DWG NO
REVISION

Applicant/Agent: FOTENN Consultants	**Owner: 1324789 Ontario Inc**
File No.: 10T-2014/001 **Applewood Vacant Land Condominium**	**Date of Decision: December 3, 2014**
Last Date of Appeal: December 24, 2014	**Date of Notice: December 4, 2014**
Subject Lands: Part of Lots 20 & 21 of Plan 13R-4043, Concession 5, Geographic Township of Loughborough, former Municipal Township of Storrington, Township of South Frontenac	

CONDITIONS TO APPROVAL

The conditions of approval for the draft plan of condominium are as follows:

1. **Approved Draft Plan:**

   That this conditional approval applies to the Draft Plan of Vacant Land Condominium, dated October 27, 2014, last revised November 21, 2014, prepared by WESA and certified by Ronald Clancy, Ontario Land Surveyor which shows the following:

   - Twenty-two (22) units for single detached dwellings (Units 1-22);
   - One common element block for garbage receptacles (Block 23)
   - One common element block for mailboxes (Block 24)
   - Three common element road blocks (Blocks 25, 26, and 33)
   - One waterfront park access block (Block 27)
   - One waterfront park access, parking, and open space block (Block 28)
   - One waterfront park access bridge (Block 29)
   - One unit for an existing solar panel (Unit 30)
   - One waterfront park block (Block 31)
   - One easement block (Block 32)
   - Proposed addition of adjacent road allowance.

2. **Condominium Agreement:**

   That the owners of the subject land enter into a plan of vacant land condominium agreement with the municipality, prepared to the satisfaction of the municipality, to be registered on title of the subject land.

3. **Financial Requirements:**

   A. That the owner agree in writing to satisfy all the requirements, financial and otherwise of the municipality concerning the provision of private lanes and upgrading of roads, installation of services and drainage, in accordance with the municipality's standards and procedures.

   B. That the Owner shall reimburse the Township of South Frontenac and County of Frontenac for all legal, engineering, planning, administrative expenses and permit fees including the cost of any peer review that the Township of South Frontenac or County of Frontenac may require in relation to the condominium.

Applicant/Agent: FOTENN Consultants	**Owner: 1324789 Ontario Inc**
File No.: 10T-2014/001 **Applewood Vacant Land Condominium**	**Date of Decision: December 3, 2014**
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Subject Lands: Part of Lots 20 & 21 of Plan 13R-4043, Concession 5, Geographic Township of Loughborough, former Municipal Township of Storrington, Township of South Frontenac	

4. Access:

A. That the road allowances included in this draft plan identified as Blocks 26 and 33 shall be shown and constructed to Township standards for new private lanes.

B. That traffic counts be undertaken at Duff Road and Keir Road and that Keir Road be upgraded to the Township`s satisfaction from the entrance at the subject land to Duff Road - a distance of approximately 639 metres.

C. That the new lane identified as 'Block 26 Common Element' be named to the satisfaction of the municipality.

D. That a 0.3 metre reserve be identified by survey along the road allowance of Keir Road where it abuts proposed Unit 22 to be conveyed to and held in trust by the municipality for the purpose of denying additional access onto Keir Road.

E. That, prior to final approval, street signage shall be installed according to Township standards and to the satisfaction of the municipality.

F. That, prior to final approval, the portion of the unopened road allowance of Keir Road, identified on the Plan dated October 27, 2014 as 'other lands to be purchased by applicant', be closed and the ownership transferred to the owner of the subject land.

G. That the condominium agreement include a clause stating that 911 civic addressing and locations of all entrances to the units including the construction and locations of any entrance culverts shall be shown on a plan prepared to the Township's satisfaction prior to any development of the property.

5. Declaration, Easements and Joint Use Agreement:

A. That any applicable easements in effect or being created through the condominium are reflected in the description and declaration to the satisfaction of the Township

B. That the laneways be subject to a joint use agreement (or other similar legal agreement), to be registered on title, between the condominium corporation/declarant and any other properties with access to the lanes to the satisfaction of the Township.

Applicant/Agent: FOTENN Consultants	**Owner: 1324789 Ontario Inc**
File No.: 10T-2014/001 **Applewood Vacant Land Condominium**	**Date of Decision: December 3, 2014**
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C. That legal access to proposed Unit 21 be obtained over the abutting portion of Applewood Lane that is on other private lands and that the condominium agreement contain wording to permit this access. This wording must also acknowledge that the existing residential lots' access over Applewood Lane will be maintained.

D. That the condominium agreement include a provision to recognize that the existing easement identified at Block 32 on the Plan dated October 27, 2014, shall have legal access over the common elements identified as Blocks 25 and 33 (Applewood Lane) for the purpose of maintaining the access to the point of land to the northeast of the subject land

6. On-Site Sewage Disposal and Water Systems:

A. That the recommendations outlined in the letter dated August 20, 2014 from KFL&A Public Health to the County of Frontenac, be addressed to the satisfaction of the municipality and KFL&A Public Health.

B. That all requirements and recommendations specified in the Hydrogeology, Terrain Analysis and Nitrate Impact Assessment Report, revised dated May, 2014 from WESA, and all associated drawings and peer review recommendations be complied with.

C. That any existing wells and or septic systems that may be present on the site and are not to be used as part of the plan of condominium be decommissioned as per applicable regulations.

7. Environment:

A. That all conditions outlined in the letter dated October 30, 2014 from the Cataraqui Region Conservation Authority to the County of Frontenac, be addressed to the satisfaction of the municipality.

B. That the recommendations of the Environmental Impact Statement (EIS) dated June 27, 2013 prepared by Ecological Services, be updated to reflect the present development proposal ie., a 'plan of condominium' and that it be implemented including the requirement that all development be set back a minimum of 40 metres from the high water mark of any waterbody or wetland.

Applicant/Agent: FOTENN Consultants	**Owner: 1324789 Ontario Inc**
File No.: 10T-2014/001 **Applewood Vacant Land Condominium**	**Date of Decision: December 3, 2014**
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Subject Lands: Part of Lots 20 & 21 of Plan 13R-4043, Concession 5, Geographic Township of Loughborough, former Municipal Township of Storrington, Township of South Frontenac	

C. That the condominium agreement contain wording applying to all of the proposed units setting out the municipality's limited service policies to recognize that there is no commitment or requirement by the municipality to assume responsibility for ownership or maintenance of the private lanes within the plan. In addition, the condominium agreement applying to units adjacent to the Provincially Significant Wetland shall set out the municipality's environmental protection policies requiring that the area within 30 metres of the high water mark of a waterbody or wetland be maintained in a natural state for soil and vegetation.

D. That appropriate signage is placed at the high water mark / PSW wetland boundary on each of the interior lots fronting onto the PSW that clearly identifies the wetland edge / property line.

E. That the Condominium Agreement include wording to reflect a provision prohibiting development within 40 metres of the PSW edge / high water mark of Loughborough Lake and the PSW, and that the lands within 30 metres of the high water mark of Loughborough Lake / PSW will be maintained as a no-cut buffer, within which there be no disturbance of the soil mantle or vegetation cover.

F. That the Condominium Agreement include wording to reflect a provision prohibiting the construction of docks, marine facilities, and shoreline alteration within the PSW.

G. That notice be provided to future purchasers advising them of the applicable CRCA regulations, and any particular environmental restrictions on individual lots, in wording and in a manner to the satisfaction of CRCA and the Township.

8. Stormwater:

A. That a lot grading and drainage plan and a sediment and erosion control plan be completed and approved to the satisfaction of the Township of South Frontenac and the Cataraqui Region Conservation Authority ('CRCA'), and be included in the Condominium Agreement between the Owner and the Township.

B. That a detailed stormwater management plan be prepared by a qualified Professional Engineer and approved to the satisfaction of the Township and the CRCA, and that appropriate text to implement its findings be included in the Condominium Agreement.

Applicant/Agent: FOTENN Consultants	**Owner: 1324789 Ontario Inc**
File No.: 10T-2014/001 **Applewood Vacant Land Condominium**	**Date of Decision: December 3, 2014**
Last Date of Appeal: December 24, 2014	**Date of Notice: December 4, 2014**
Subject Lands: Part of Lots 20 & 21 of Plan 13R-4043, Concession 5, Geographic Township of Loughborough, former Municipal Township of Storrington, Township of South Frontenac	

C. That, prior to final approval, the Township shall be satisfied that all servicing issues are resolved such as private lane construction; upgrades to Keir Road; stormwater drainage, design, and maintenance; and the construction and design of ditches and culverts.

9. Parkland Dedication:

That the owner convey up to five percent of the land included in the plan to the municipality for park purposes. Alternatively, the municipality may require cash-in-lieu for all or a portion of the conveyance

10. Human Remains:

The condominium agreement shall contain a clause providing that any Owner(s) be advised, and also that a notice be placed in the purchase and sale agreement alerting any prospective purchasers that in the event that human remains are discovered during construction or site development of a lot, that the property owner shall immediately contact the OPP, the Ministry of Tourism, Culture and Sport and the Registrar or Deputy Registrar of the Cemeteries Unit of the Ministry of Consumer Services (or the applicable agencies at the time of final approval).

11. Archaeological Resources:

A. That all recommendations of the Archaeological Assessment (Stage 1-4) Report by Abacus Archaeological Services be implemented to the satisfaction of the Township.

B. That the applicant provide clearance letters for the Stage 1-4 Archaeological Assessments from the Ministry of Tourism, Culture, and Sport.

C. That if during the process of development any archaeological resources or human remains of Aboriginal interest are encountered, the Algonquins of Ontario Consultation Office will be contacted immediately at:

Algonquins of Ontario Consultation Office
31 Riverside Drive, Suite 101
Pembroke, Ontario K8A 8R6
Telephone: (613) 735-3759
Fax: (613) 735-6307
email: algonquins@nrtco.net

Applicant/Agent: FOTENN Consultants	**Owner: 1324789 Ontario Inc**
File No.: 10T-2014/001 **Applewood Vacant Land Condominium**	**Date of Decision: December 3, 2014**
Last Date of Appeal: December 24, 2014	**Date of Notice: December 4, 2014**
Subject Lands: Part of Lots 20 & 21 of Plan 13R-4043, Concession 5, Geographic Township of Loughborough, former Municipal Township of Storrington, Township of South Frontenac	

12. Utilities and On-Site Works:

A. That, prior to final approval a garbage collection facility be installed at the entrance to the development at Keir Road on Block 23 or other location to the satisfaction of the Township.

B. That, prior to final approval any required Canada Post box be installed at Block 24 near the entrance to the development at Keir Road. Any modification of this location shall be subject to the requirements of Canada Post and the satisfaction of the Township.

C. That, prior to final approval, street lighting shall be installed to the Township's satisfaction at the location for the Canada Post boxes and garbage collection area.

D. That prior to final approval, the Owner satisfy the Township that public utilities, including without limitation Bell Canada, Hydro One, etc., are adequate to service the proposed development.

13. Revisions to Draft Plan:

A. That Prior to Final Condominium Approval, the Owner shall submit a revised Block Plan, if required, to reflect any significant alterations caused from this Draft Plan Approval.

B. That where final engineering design(s) result in minor variations to the Plan (e.g., in the configuration of lots, etc.), these may be reflected in the Final Plan subject to the satisfaction of the Township of South Frontenac and the County of Frontenac.

14. General conditions:

A. That when requesting final Approval from the County of Frontenac, the Owner shall accompany such request with the required number of originals and copies of the Final Plan, together with a surveyor's certificate stating that the units/blocks thereon conform to the frontage and area requirements of the Zoning By-Law.

B. That prior to final approval, the County of Frontenac is to be advised by the municipality that this proposed condominium conforms to the Zoning By-law in effect of the Township of South Frontenac including that the zoning is satisfactory to the Cataraqui Region Conservation Authority.

Applicant/Agent: FOTENN Consultants	**Owner: 1324789 Ontario Inc**
File No.: 10T-2014/001 **Applewood Vacant Land Condominium**	**Date of Decision: December 3, 2014**
Last Date of Appeal: December 24, 2014	**Date of Notice: December 4, 2014**
Subject Lands: Part of Lots 20 & 21 of Plan 13R-4043, Concession 5, Geographic Township of Loughborough, former Municipal Township of Storrington, Township of South Frontenac	

C. That the Owner submit a draft Vacant Land Condominium Declaration for approval by the Township and County to ensure all conditions of approval will be satisfied.

D. That the final agreement provide a mechanism to revoke the existing site plan approval and Environmental Compliance Approval or modify these approvals to reflect the vacant land condominium plan, or that these approvals be revoked or modified prior to final approval.

15. Clearance Letters:

A. That Prior to Final Condominium Approval, the County of Frontenac shall be advised that all Conditions of Draft Plan Approval have been satisfied; the clearance memorandum shall include a brief statement detailing how each Condition has been met.

B. That Prior to Final Condominium Approval, the County is to be advised in writing by the Township of South Frontenac the method by which conditions 1 to 14 have been satisfied.

C. That Prior to Final Condominium Approval, the County is to be advised in writing by KFL&A Public Health the method by which condition 6A has been satisfied.

D. That Prior to Final Condominium Approval, the County is to be advised in writing by the Cataraqui Region Conservation Authority the method by which conditions 7 and 8 have been satisfied.

16. Lapsing Provisions:

A. That pursuant to Section 51(32) of the *Planning Act,* this Draft Plan Approval shall lapse at the expiration of three (3) years from the date of issuance of Draft Plan Approval if final approval has not been given, unless an extension is requested by the Owner and, subject to review, granted by the approval authority.

B. That pursuant to Section 51(33) of the *Planning Act*, the Owner may submit a request to the approval authority for an extension of the Draft Plan Approval. The extension period shall be for a maximum of three (3) years and must be submitted prior to the lapsing of Draft Plan Approval. Further extensions may be considered at the discretion of the Township and the County.

Applicant/Agent: FOTENN Consultants	**Owner: 1324789 Ontario Inc**
File No.: 10T-2014/001 **Applewood Vacant Land Condominium**	**Date of Decision: December 3, 2014**
Last Date of Appeal: December 24, 2014	**Date of Notice: December 4, 2014**
Subject Lands: Part of Lots 20 & 21 of Plan 13R-4043, Concession 5, Geographic Township of Loughborough, former Municipal Township of Storrington, Township of South Frontenac	

NOTES TO DRAFT APPROVAL

1. It is the applicant's responsibility to fulfill the foregoing Conditions of Draft Plan Approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Frontenac.

2. When requesting Final Approval, the applicant will submit an account of how each Condition of Draft Approval has been satisfied along with the appropriate clearance letter from the Agency, Ministry or body requesting the condition.

3. Prior to Final Condominium Approval, the applicant shall submit to the County of Frontenac for review draft digital copies of all applicable Reference Plans, Surveys and, the Vacant Land Condominium Plan.

4. When requesting final approval, such a request must be directed to the Clerk, and be accompanied with:

    - Five (5) mylars and five (5) paper prints of the completed Final Vacant Land Condominium Plan;
    - Four (4) copies of all Reference Plans and (4) copies of all Conveyance Documents for all easements and lands being conveyed to the Municipality;
    - A copy of the condominium agreement and the condominium declaration;
    - A Surveyor's Certificate to the effect that the lots and blocks on the Plan conform to the Zoning By-Law with respect to lot area and lot frontage;
    - A digital file in AutoCad format; and,
    - An application fee in accordance with the County's applicable fee by-law.

5. All measurements in condominium final plans must be presented in metric units.

6. The Final Plan approved by the County of Frontenac must be registered within thirty (30) days or the County of Frontenac may, under Subsection 51(59) of the *Planning Act,* withdraw it approval.

7. Clearances are required from the following agencies:

    - Township of South Frontenac
    - KFL&A Public Health
    - Cataraqui Region Conservation Authority

TOWNSHIP OF SOUTH FRONTENAC
Planning Department
P. O. Box 100, 4432 George Street
Sydenham, Ontario, KOH 2TO
Telephone (613)376-3027 or 1-800-559-5862 Fax: (613) 376-6657

March 8, 2016

Joe Gallivan, Director of Planning and Economic Development
County of Frontenac
2069 Battersea Road
Glenburnie, Ontario
K0H 1S0

Re: Clearance Letter for Applewood Estates Plan of Condominium: Applicant: 1324789 Ontario Inc.: File 10T-2014/001: Part Lots 20 & 21, Concession IV; District of Storrington, Township of South Frontenac

Dear Joe Gallivan;
The Township of South Frontenac is in receipt of the completed and condominium agreement and all supporting documents and drawings for the above-noted proposed plan of condominium. The County of Frontenac's "Conditions to Approval" notice dated December 4, 2014, condition number 15 'Clearance Letters', requires that prior to final condominium approval, the County is to be advised in writing by the Township of South Frontenac on the method by which conditions 1 to 14 have been satisfied. Accordingly, please be advised of the following:

Condition #1 Approved Draft Plan

The plan prepared by WESA and certified by Ronald Clancy, Ontario Land Surveyor, dated October 27, 2014, revised November 21, 2014, shows a total of twenty two units for single detached dwellings (Units 1-22); one common element block for garbage and one for mailboxes (Blocks 23 & 24); three common element blocks for private lanes (Blocks 25, 26 and 33); one waterfront park access block (Block 27); one waterfront park access, parking and open space block (Block 28); one waterfront park access bridge (Block 29); one unit for an existing solar panel (Unit 30); one waterfront park block (Block 31); one easement block (Block 32); and an addition of a portion of abutting road allowance.
This is to the Township's satisfaction.

Condition #2 Condominium Agreement

On March 8, 2016 the Township of South Frontenac entered into a vacant land condominium agreement with 1324789 Ontario Inc. and Magenta Waterfront Development Corporation (the owners of the subject land) to be registered on the title of the subject land.
This is to the Township's satisfaction.

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Planning Department
P. O. Box 100, 4432 George Street
Sydenham, Ontario, KOH 2TO
Telephone (613)376-3027 or 1-800-559-5862 Fax: (613) 376-6657

Condition #3 Financial Requirements

A. Condition number 17 of the condominium agreement specifies that it is the intent of the agreement that the municipality shall not incur any expense for the development of the owners' lands and that every obligation of the owner under the agreement shall be deemed to include the words "at the expense of the owner" unless specifically stated otherwise. And condition number 32 of Schedule "E" of the condominium agreement requires the Owner to agree in writing to satisfy all requirements, financial and otherwise of the municipality for the provision of private lanes and upgrading of roads, installation of services and drainage kincluding dirches and culverts, according to the municipality's minimum standards.
This is to the Township's satisfaction.

B. Condition number 19 of the condominium agreement requires that the owner pay all legal, engineering, landscape, architectural, planning and administrative costs incurred by the municipality to process the Plan including all fees and the preparation and and registration of all required agreements and transfers.
This is to the Township's satisfaction.

Condition #4 Access

A. Condition number 31of Schedule "E" of the condominium agreement states that the Owner shall construct private lanes on the road allowances included in this Plan identified as Blocks 25, 26 and 33 and such construction shall be to the municipality's minimum standards for new private lanes.
This satisfies the Township's requirement.

B. Condition number 12 of Schedule "E" of the condominium agreement requires that Keir Road be upgraded to the Township`s satisfaction from the entrance at the subject land to Duff Road - a distance of approximately 639 metres at a time and share of costs to be determined by the municipality. Traffic counts undertaken at Duff Road are not required by the municipality.
This is to the Township's satisfaction.

C. The new lanes have been named "Applewood Lane", "Juniper Lane" and "Balsam Lane".
This satisfies the Township.

D. Schedule "D" of the condominium agreement requires the Owner to convey to the municipality in fee simple, free of any encumbrances, those lands described as Parts 50, 51, 52 and 53 on Plan 13R-21240 for the purposes of a 0.3 mete reserve.
This satifies the Township in this regard.

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E. Condition number 33 of Schedule "E" of the condominium agreement requires the Owner to install street signage satisfactory to the municipality prior to registration of the Plan.
This is to the Township's satisfaction'

F. The portion of unopened road allowance (an extension of Keir Road) has been closed and ownership transferred to the Owner.
The Township is satisfied.

G. Conditions 11 and 12 of the condominium agreement specify that 911 civic addressing and the locations of all entrances to the units in the Plan including the location of all culverts and 911 civic addressing signage shall be shown on a plan approved by the municipality prior to development.
This is to the Township's satisfaction.

Condition #5 Declaration, Easements and Joint Use Agreement

A. Schedule "A" of the condominium agreement specifies and legally describes all applicable easements in effect and being created through the condominium.
This is to the Township's satisfaction

B. Condition #22 of Schedule "E' of the condominium agreement requires the Owner to agree that all existing lots outside of the Plan which require access through Applewood Lane be formalized through easement and be contained within a joint use and maintenance between the Owner and the owners of the adjacent lots and be registered on the title of the lots.
This satisfies the Township

C. Condition #23 of Schedule "E' of the condominium agreement states that access t Unit 21 shall be obtained only by way of private right-of-way over Part 45 on Plan 13R-21240, which right-of-way shall be established to the satisfaction of the municipality.
This is to the Township's satisfaction.

D. Condition #24 of Schedule "E' of the condominium agreement specifies that access to lands owned by 1073650 Ontario Inc., comprising all of PIN 36291-0501 be created in the Declaration for the Condominium over the required parts of Plan 13R-21240.
This is to the Township's satisfaction.

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Condition #6 On-Site Sewage Disposal and Water Systems

A. Condition #5 of Schedule "E' of the condominium obligates the Owner to implement all recommendations outlined in the letter dated August 20, 2014, from KFL&A Public Health, to the satisfaction of the municipality and KFL&A Public Health.
This is to the Township's satisfaction.

B. Condition #3 of Schedule "E' of the condominium agreement states that the owners of each unit in the plan acknowledge receiving the Hydrogeology, Terrain Analysis and Nitrate Impact Assessment Report Dated March 2014 as amended dated May 2014 prepared by WESA Environmental and that they agree to comply with the recommendations contained therein.
This condition is to the Township's satisfaction.

C. Condition number 3(g) of Schedule "E" of the condominium agreement specifies that any exisiting wells and or septic systems on the subject land not intended for use in the proposed development be decommissioned according to applicable regulations.
This satisfies the Township.

Condition #7 Environment

A. Condition #3 of Schedule "E' of the condominium agreement states that the owners of each unit in the plan acknowledge receiving the letter dated October 30, 2014, from the Cataraqui Region Conservation Authority to the County of Frontenac and that they agree to comply with the recommendations contained therein.
This is to the Township's satisfaction.

B. Condition #3 of Schedule "E' of the condominium agreement states that the owners of each unit in the plan acknowledge receiving the Environmental Impact Assessment report, dated June 27, 2013 as amended by addenda dated March 12, 2014 and May 21, 2014 prepared by Ecological Services and that they agree to comply with the recommendations contained therein. Also, this same condition requires that all owners acknowledge that no development including sewage disposal systems shall be permitted within 40 metres of the highwater mark of Loughborough Lake and the edge of any wetland.
This is to the Township's satisfaction.

C. Condition number 10 of Schedule "E" of the condominium agreement requires that the Owner acknowledge that the municipality will not assume or maintain the lanes within the Plan and will have no obligation to undertake any works to improve, widen or upgrade them. Also, conditions 3 (d) and (f) of Schedule "E" require owners to acknowledge that all vegetation (with the exception of invasive species) shall be retained

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within the 30 metre setback from any shoreline or wetland and that no construction shall be permitted.
This is satisfactory to the Township.

D. Condition number 28 of Schedule "E" of the condominium agreement requires the Owner to install at the highwater mark/boundary of the PSW on all interior lots fronting on the PSW that clearly identify the edge of the wetland – all to the satisfaction of the Cataraqui Region Conservation Authority.
This is to the Township's satisfaction.

E. Conditions 3 (d), (e) and (f) of Schedule "E" of the condominium agreement require owners to acknowledge that all vegetation (with the exception of invasive species) shall be retained within the 30 metre setback from any shoreline or wetland and that no construction shall be permitted and that no development including structures, buildings or sewage disposal systems shall be permitted within 40 metres of the highwater mark of Loughborough Lake or any wetland.
This is to the Township's Satisfaction.

F. Condition 3 (f) of Schedule "E" of the condominium agreement specifies that the owners acknowledge and agree that, within the PSW there shall be no construction of and structures, including docks, marine facilities and pathways and that the shoreline shall not be altered in any way.
This satisfies the Township

G. Condition #3 of Schedule "E' of the condominium agreement states that the owners of each unit in the plan acknowledge receiving the letter dated October 30, 2014, from the Cataraqui Region Conservation Authority to the County of Frontenac and that they agree to comply with the recommendations contained therein. Also, condition (i) of the same section requires that all owners acknowledge and agree that all watercourses on the subject lands are subject to the "Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulation" (Ontario Regulation 148/06).
This is to the Township's satisfaction.

Condition #8 Stormwater

A. Condition number 19 of Schedule "E" of the condominium agreement requires the owner to ensure that sediment and erosion control plan be prepared by a professional engineer in accordance with current best management practices. The plan must be approved by and to the satisfaction of the Township and the Cataraqui Region Conservation Authority.
This is to the Township's satisfaction.

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B. Condition number 20 of Schedule "E" of the condominium agreement specifies that the Owner shall construct, operate and maintain the stormwater management system in accordance with all approved drawings, the approved stormwater management report and government authority approvals, including without limitation the following reports:

   a. Servicing and Stormwater Management Design Brief prepared by Ainley Group dated June 17, 2015;

   b. Grading and Stormwater Management Plan North, Drawing C200 prepared by Ainley Group dated August 18, 2015;

   c. Grading and Stormwater Management Plan South, Drawing C201 prepared by Ainley Group dated August 18, 2015; and

   d. Erosion and Sediment Control Plan, Drawing C202 prepared by Ainley Group dated August 18, 2015.

This is to the Township's satisfaction.

C. Condition number 34 of Schedule "E" of the condominium agreement requires the Owner to agree in writing to satisfy all requirements, financial and otherwise of the municipality for the provision of private lanes and upgrading of roads, installation of services and drainage kincluding dirches and culverts, according to the municipality's minimum standards.
This is to the Township's satisfaction.

Condition #9 Parkland Dedication:

Condition number 29 of Schedule "E" of the condominium states that the owner agrees to provide cash in lieu of parkland to the municipality in accordance with the provisions of the Planning Act.
This is to the Township's satisfaction.

Condition #10 Human Remains

Condition number 3(j) of the condominium agreement requires that, in the event that any human remains are discovered, the owners agree to immediately contact the Ontario Provincial Police, the Ministry of Tourism and Culture, the Registrar or Deputy Registrar of the Cemeteries Regulation Unit of the Ministry of Consumer and Commercial Relations ((416) 326-8404) and the Municipality.

The Township is satisfied that this condition is met.

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Condition #11 Archaeological Resources

A. Condition number 3 (b) (v) of Schedule "E" of the condominium agreement states that the owners of each unit in the plan acknowledge receiving the Archaeological Assessment (Stage 1-4) Report by Abacus Archaeological Services and that they agree to comply with the recommendations contained therein.
This is to the Township's satisfaction.

B. Condition number 35 of Schedule "E" of the condominium agreement specifies that the Owner shall provide clearance letters from the Ministry of Tourism, Culture and Sport for the Stage 1-4 Archaeological Assessments.
The Township is satisfied that this condition is met.

C. Condition number 3(j) of Schedule "E" of the Condominium Agreement specifies that All owners acknowledge and agree that should deeply buried archaeological remains be found on the property during its development, that the Ministry of Tourism and Culture shall be notified immediately. The Owners further agree that any discovery of an aboriginal or archaeological artefact or resource is subject to controls under the Ontario Heritage Act and those archaeological resources shall not be removed without the approval of the Ministry of Tourism and Culture. In the event that any human remains are discovered, the owners agree to immediately contact the Ontario Provincial Police, the Ministry of Tourism and Culture, the Registrar or Deputy Registrar of the Cemeteries Regulation Unit of the Ministry of Consumer and Commercial Relations ((416) 326-8404) and the Municipality.

(a) All owners agree that if during the process of development any archaeological resources or human remains of aboriginal origins are encountered, the Algonquins of Ontario Consultation Office will be contacted immediately at:

Algonquins of Ontario Consultation Office
31 Riverside Drive, Suite 101
Pembroke, Ontario K8A 8R6
Tel. 613-735-3759
fax 613-735-6307
e-mail: algonquins@nrtco.net
The Township is satisfied that this condition is met.

Condition #12 Utilities and On-Site Works:

A. Condition number 25 of Schedule "E" of the condoinium agreement requires that the Owner install a garbage collection facility at the entrance to the development at Keir Road on Part 32, Plan 13R-21240 or another location satisfactory to the Municipality and

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to a standard satisfactory to the Municipality within six (6) months of registration of the Plan.

This is to the satisfaction of the Township.

B. Condition number 26 of Schedule "E" of the condoinium agreement requires that the Owner install a Canada Post Box on Part 33, Plan 13R-21240 near the entrance to the development at Keir Road within six (6) months of registration of the Plan. Any modification of this location is subject to the requirements of Canada Post and shall be to the satisfaction of the Municipality.

This satisfies the Township.

C. Condition number 27 of Schedule "E" of the condominium agreement requires the owner to install street lighting to the Municipality's satisfaction to illuminate the Canada Post-Boxes, garbage collection area within six (6) months of registration of the Plan.

The Township is satisfied in this regard.

D. Condition number 35 of Schedule "E" of the condominium agreement requires that, prior to registration of the condominium agreement, the Owner shall satisfy the Township that public utilities, including Bell Canada, and Hydro One are adequate to service the proposed development.
This satisfies the Township.

Condition #13 Revisons to Draft Plan:

A. Condition number 36 of Schedule "E" of the condominium agreement specifies that, prior to final registration of the subdivision agreement for any Phase the owner shall submit a revised Block Plan, if required, to reflect any significant alterations caused from the draft plan approval.
This satisfies the Township.

B. Condition number 37 of Schedule "E" of the condominium agreement states that, where final engineering designs result in minor variations to the Plan, these may be reflected in the Final Plan for any Phase subject to the Township's and the County's satisfaction. The Township acknowledges that the owner must accompany these plans with any request to the County for final approval.
This satisfies the Township.

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Condition #14 General Conditions:

A. *Condition number 38 of Schedule "J" of the condominium agreement specifies that, when requesting final approval of the condominium application for the County, the Owner shall accompany such request with the required number of originals and copies of the Final Plan, together with a surveyor's certificate stating that the units/blocks thereon conform to the frontage and area requirements of the zoning by-law.*
This is to the Township's satisfaction.

B. It is hereby stated that, by By-law Number 2016-15, the proposed plan of condominium was brought into conformity with the provisions of the zoning by-law.
This is to the Township's satisfaction.

In consideration of the above, the Township has no objection to final approval of the Plan of Condominium by 1324789 Ontario Inc. and Magenta Waterfront Development Corporation.

Yours truly,

Lindsay Mills
Planner/Deputy Clerk

cc. Wayne Orr, CAO

COVER LETTER

The Woolen Mill
6 Cataraqui Street
Suite 108
Kingston, ON K7K 1Z7
613.542.5454
fotenn.com

FOTENN

10 March 2016

JOE GALLIVAN
Director of Planning and Economic Development
County of Frontenac
2069 Battersea Road
Glenburnie, ON
613-548-9400 ext. 350
jgallivan@frontenaccounty.ca

Re: Final Plan Approval – Applewood Plan of Condominium
Part of Lots 20 & 21, Concession 5, Township of South Frontenac (Storrington District), County of Frontenac
File No. 10T-2014-001

Dear Mr. Gallivan,

A Draft Plan of Condominium was approved subject to fulfillment of the conditions of draft approval by the County of Frontenac in a letter dated December 3, 2015. In support of final approval, please find enclosed one binder containing the following:

i. Conditions of Approval;
ii. A table titled "Applewood Draft Plan of Condominium" which lists each condition of draft plan approval and indicates how the condition has been met;
iii. One (1) copy of the approved Plan of Vacant Land Condominium;
iv. One (1) copy of the condominium agreement;
v. Legal description of the subject lands;
vi. Joint use and maintenance agreement;
vii. Clearance letters:
    a. Ministry of Tourism, Culture and Sport, Stages 1-2 (dated April 13, 2015);
    b. Ministry of Tourism, Culture and Sport, Stage 3 (dated April 13, 2015);
    c. Ministry of Tourism, Culture and Sport, Stage 4 (dated April 21, 2015);
    d. Cataraqui Region Conservation Authority (dated January 20, 2016);
    e. Kingston, Frontenac, Lennox and Addington Health Unit (January 13, 2016); and
    f. Township of South Frontenac (dated March 8, 2016).
viii. Township of South Frontenac By-law 2015-44 being a by-law to Amend Zoning By-law 2003-75;
ix. Declaration made pursuant to the *Condominium Act, 1998;*
x. A CD containing digital copies of the above, including the Plan of Condominium in AutoCAD format.

FOTENN

Upon receiving confirmation from the County of Frontenac that the conditions of approval have been satisfied, the following shall be submitted as required:

- Five (5) mylars and five (5) paper prints of the completed Final Vacant Land Condominium Plan;
- Four (4) copies of all Reference Plans;
- Four (4) copies of all Conveyance Documents for all easements and lands being conveyed to the Municipality;
- One (1) copy of the condominium agreement;
- One (1) copy of the condominium declaration;
- One (1) surveyor's certificate to the effect that all lots and blocks on the Plan conform to the Zoning By-law with respect to lot area and lot frontage; and,
- The required application fee.

Should you have any questions regarding the submitted information, please contact me at 613-542-5454 ext. 221.

Sincerely,

MIKE KEENE, MCIP RPP
Manager, Policy + Development
FOTENN Consultants Inc.

Cc Magenta Waterfront Development Corporation

Applewood Draft Plan of Condominium

Condition Number	Condition	Comments
1	Approved Draft Plan:	
	That this conditional approval applies to the Draft Plan of Vacant Land Condominium, dated October 27, 2014, last revised November 21, 2014, prepared by WESA and certified by Ronald Clancy, Ontario Land Surveyor which shows the following: • Twenty-two (22) units for single detached dwellings (Units 1-22); • One common element block for garbage receptacles (Block 23) • One common element block for mailboxes (Block 24) • Three common element road blocks (Blocks 25, 26, and 33) • One waterfront park access block (Block 27) • One waterfront park access, parking, and open space block (Block 28) • One waterfront park access bridge (Block 29) • One unit for an existing solar panel (Unit 30) • One waterfront park block (Block 31) • One easement block (Block 32) • Proposed addition of adjacent road allowance.	Refer to Tab 1 – Preliminary Plan of Condominium
2	Condominium Agreement:	
	That the owners of the subject land enter into a plan of vacant land condominium agreement with the municipality, prepared to the satisfaction of the municipality, to be registered on title of the subject land.	Refer to Tab 2 – Condominium Agreement
3	Financial Requirements:	
3A	That the owner agree in writing to satisfy all the requirements, financial and otherwise of the municipality concerning the provision of private lanes and upgrading of roads, installation of services and drainage, in accordance with the municipality's standards and procedures.	Refer to Tab 3 – Financial Requirements See condominium agreement #s 1, 2, Sch. E:2, 10, 12, 16-20, 23-26
3B	That the Owner shall reimburse the Township of South Frontenac and County of Frontenac for all legal, engineering, planning, administrative expenses and permit fees including the cost of any peer review that the Township of South Frontenac or County of Frontenac may require in relation to the condominium.	Refer to Tab 3 – Financial Requirements See condominium agreement #s 2, 7, 8, 19, 20, Sch. E:21
4	Access:	
4A	That the road allowances included in this draft plan identified as Blocks 26 and 33 shall be shown and constructed to Township standards for new private lanes.	Refer to Tab 4 – Access See condominium agreement # 1
4B	That traffic counts be undertaken at Duff Road and Keir Road and that Keir Road be upgraded to the Township's satisfaction from the entrance at the subject land to Duff Road - a distance of approximately 639 metres.	Refer to Tab 4A – Email confirming that no traffic counts are required See condominium agreement Sch. E:12
4C	That the new lane identified as 'Block 26 Common Element' be named to the satisfaction of the municipality.	Refer to Tab 4 – Access See condominium agreement # 12
4D	That a 0.3 metre reserve be identified by survey along the road allowance of Keir Road where it abuts proposed Unit 22 to be conveyed to and held in trust by the municipality for the purpose of	Refer to Tab 4 – Access See condominium

	denying additional access onto Keir Road.	agreement # 6 & 10
4E	That, prior to final approval, street signage shall be installed according to Township standards and to the satisfaction of the municipality.	Refer to Tab 4 – Access See condominium agreement # 12
4F	That, prior to final approval, the portion of the unopened road allowance of Keir Road, identified on the Plan dated October 27, 2014 as 'other lands to be purchased by applicant', be closed and the ownership transferred to the owner of the subject land.	Refer to Tab 4 – Access See Tab 5A – Declaration Description
4G	That the condominium agreement include a clause stating that 911 civic addressing and locations of all entrances to the units including the construction and locations of any entrance culverts shall be shown on a plan prepared to the Township's satisfaction prior to any development of the property.	Refer to Tab 4 – Access See condominium agreement # 11 & 12
5	Declaration, Easements and Joint Use Agreement:	
5A	That any applicable easements in effect or being created through the condominium are reflected in the description and declaration to the satisfaction of the Township.	Refer to Tab 5 – Declaration, Easements, and Joint Use Agreement See Tab 5A – Declaration Description See condominium agreement Sch. E:22
5B	That the laneways be subject to a joint use agreement (or other similar legal agreement), to be registered on title, between the condominium corporation/declarant and any other properties with access to the lanes to the satisfaction of the Township.	Refer to Tab 5 – Declaration, Easements, and Joint Use Agreement See Tab 5B – Joint Use Agreement See condominium agreement Sch. E:22
5C	That legal access to proposed Unit 21 be obtained over the abutting portion of Applewood Lane that is on other private lands and that the condominium agreement contain wording to permit this access. This wording must also acknowledge that the existing residential lots' access over Applewood Lane will be maintained.	Refer to Tab 5 – Declaration, Easements, and Joint Use Agreement See Tab 5B – Joint Use Agreement "L" See condominium agreement Sch. E:23
5D	That the condominium agreement include a provision to recognize that the existing easement identified at Block 32 on the Plan dated October 27, 2014, shall have legal access over the common elements identified as Blocks 25 and 33 (Applewood Lane) for the purpose of maintaining the access to the point of land to the northeast of the subject land.	Refer to Tab 5 – Declaration, Easements, and Joint Use Agreement See Tab 5B – Joint Use Agreement "K" See condominium agreement Sch. E:24
6	On-Site Sewage Disposal and Water Systems:	
6A	That the recommendations outlined in the letter dated August 20, 2014 from KFL&A Public Health to the County of Frontenac, be addressed to the satisfaction of the municipality and KFL&A Public Health.	Refer to Tab 6 – On-site sewage disposal and water systems See condominium agreement Sch. E:5-8
6B	That all requirements and recommendations specified in the Hydrogeology, Terrain Analysis and Nitrate Impact Assessment Report, revised dated May, 2014 from WESA, and all associated drawings and peer review recommendations be complied with.	Refer to Tab 6 – On-site sewage disposal and water systems See condominium agreement Sch. E:3(b)(ii)

6C	That any existing wells and or septic systems that may be present on the site and are not to be used as part of the plan of condominium be decommissioned as per applicable regulations.	N/A
7	Environment	
7A	That all conditions outlined in the letter dated October 30, 2014 from the Cataraqui Region Conservation Authority to the County of Frontenac, be addressed to the satisfaction of the municipality	Refer to Tab 7 – Environment See condominium agreement & Sch. E:3(b)(iv), 3(d), 3(e), 3(f), 28
7B	That the recommendations of the Environmental Impact Statement (EIS) dated June 27, 2013 prepared by Ecological Services, be updated to reflect the present development proposal ie., a 'plan of condominium' and that it be implemented including the requirement that all development be set back a minimum of 40 metres from the high water mark of any waterbody or wetland.	Refer to Tab 7 – Environment See condominium agreement & Sch. E:3(b)(i), 3(e), 14
7C	That the condominium agreement contain wording applying to all of the proposed units setting out the municipality's limited service policies to recognize that there is no commitment or requirement by the municipality to assume responsibility for ownership or maintenance of the private lanes within the plan. In addition, the condominium agreement applying to units adjacent to the Provincially Significant Wetland shall set out the municipality's environmental protection policies requiring that the area within 30 metres of the high water mark of a waterbody or wetland be maintained in a natural state for soil and vegetation.	Refer to Tab 7 – Environment See condominium agreement & Sch. E:3(i), 10
7D	That appropriate signage is placed at the high water mark / PSW wetland boundary on each of the interior lots fronting onto the PSW that clearly identifies the wetland edge / property line.	Refer to Tab 7 – Environment See condominium agreement Sch. E:28
7E	That the Condominium Agreement include wording to reflect a provision prohibiting development within 40 metres of the PSW edge / high water mark of Loughborough Lake and the PSW, and that the lands within 30 metres of the high water mark of Loughborough Lake / PSW will be maintained as a no-cut buffer, within which there be no disturbance of the soil mantle or vegetation cover.	Refer to Tab 7 – Environment See condominium agreement Sch. E:3(d), 3(e)
7F	That the Condominium Agreement include wording to reflect a provision prohibiting the construction of docks, marine facilities, and shoreline alteration within the PSW.	Refer to Tab 7 – Environment See condominium agreement Sch. E:3(f)
7G	That notice be provided to future purchasers advising them of the applicable CRCA regulations, and any particular environmental restrictions on individual lots, in wording and in a manner to the satisfaction of CRCA and the Township.	Refer to Tab 7 – Environment See condominium Sch. E:3
8	Stormwater:	
8A	That a lot grading and drainage plan and a sediment and erosion control plan be completed and approved to the satisfaction of the Township of South Frontenac and the Cataraqui Region Conservation Authority ('CRCA'), and be included in the Condominium Agreement between the Owner and the Township.	Refer to Tab 8 – Stormwater See condominium agreement Sch.E:19-20
8B	That a detailed stormwater management plan be prepared by a qualified Professional Engineer and approved to the satisfaction of the Township and the CRCA, and that appropriate text to implement its findings be included in the Condominium Agreement.	Refer to Tab 8 – Stormwater See condominium agreement Sch. E:19-20
8C	That, prior to final approval, the Township shall be satisfied that all servicing issues are resolved such as private lane construction; upgrades to Keir Road; stormwater drainage, design, and maintenance; and the construction and design of ditches and culverts.	Refer to Tab 8 – Stormwater See condominium agreement Sch. E:12, 19-20

9	**Parkland Dedication:**	
	That the owner convey up to five percent of the land included in the plan to the municipality for park purposes. Alternatively, the municipality may require cash-in-lieu for all or a portion of the conveyance	Refer to Tab 9 – Parkland dedication See condominium agreement Sch. E:29
10	**Human Remains:**	
	The condominium agreement shall contain a clause providing that any Owner(s) be advised, and also that a notice be placed in the purchase and sale agreement alerting any prospective purchasers that in the event that human remains are discovered during construction or site development of a lot, that the property owner shall immediately contact the OPP, the Ministry of Tourism, Culture and Sport and the Registrar or Deputy Registrar of the Cemeteries Unit of the Ministry of Consumer Services (or the applicable agencies at the time of final approval).	N/A
11	**Archaeological Resources:**	
11A	That all recommendations of the Archaeological Assessment (Stage 1-4) Report by Abacus Archaeological Services be implemented to the satisfaction of the Township.	Refer to Tab 11 – Archaeological resources See condominium agreement # 3(j), 3(k)
11B	That the applicant provide clearance letters for the Stage 1-4 Archaeological Assessments from the Ministry of Tourism, Culture, and Sport.	Refer to Tab 11 – Archaeological resources
11C	That if during the process of development any archaeological resources or human remains of Aboriginal interest are encountered, the Algonquins of Ontario Consultation Office will be contacted immediately at: Algonquins of Ontario Consultation Office 31 Riverside Drive, Suite 101 Pembroke, Ontario K8A 8R6 Telephone: (613) 735-3759 Fax: (613) 735-6307 email: algonquins@nrtco.net	Refer to Tab 11 – Archaeological resources
12	**Utilities and On-Site Works:**	
12A	That, prior to final approval a garbage collection facility be installed at the entrance to the development at Keir Road on Block 23 or other location to the satisfaction of the Township.	Refer to Tab 12 – Utilities and on-site works See condominium agreement Sch. E:25
12B	That, prior to final approval any required Canada Post box be installed at Block 24 near the entrance to the development at Keir Road. Any modification of this location shall be subject to the requirements of Canada Post and the satisfaction of the Township.	Refer to Tab 12 – Utilities and on-site works See condominium agreement Sch. E:26
12C	That, prior to final approval, street lighting shall be installed to the Township's satisfaction at the location for the Canada Post boxes and garbage collection area.	Refer to Tab 12 – Utilities and on-site works See condominium agreement Sch. E:27
12D	That prior to final approval, the Owner satisfy the Township that public utilities, including without limitation Bell Canada, Hydro One, etc., are adequate to service the proposed development.	Refer to Tab 12 – Utilities and on-site works See condominium agreement Sch. E:16-17
13	**Revisions to Draft Plan:**	
13A	That Prior to Final Condominium Approval, the Owner shall submit a	No major revisions

	revised Block Plan, if required, to reflect any significant alterations caused from this Draft Plan Approval.	to the plan.
13B	That where final engineering design(s) result in minor variations to the Plan (e.g., in the configuration of lots, etc.), these may be reflected in the Final Plan subject to the satisfaction of the Township of South Frontenac and the County of Frontenac.	Refer to Tab 13 – revisions to draft plan
14	General Conditions:	
14A	That when requesting final Approval from the County of Frontenac, the Owner shall accompany such request with the required number of originals and copies of the Final Plan, together with a surveyor's certificate stating that the units/blocks thereon conform to the frontage and area requirements of the Zoning By-Law.	Refer to Tab 14 – General conditions See Tab 1 – Plan of Condominium
14B	That prior to final approval, the County of Frontenac is to be advised by the municipality that this proposed condominium conforms to the Zoning By-law in effect of the Township of South Frontenac including that the zoning is satisfactory to the Cataraqui Region Conservation Authority.	Refer to Tab 14 – General conditions See Tab 14A – Approved Zoning
14C	That the Owner submit a draft Vacant Land Condominium Declaration for approval by the Township and County to ensure all conditions of approval will be satisfied.	Refer to Tab 14 – General conditions See Tab 14B – Declaration
14D	That the final agreement provide a mechanism to revoke the existing site plan approval and Environmental Compliance Approval or modify these approvals to reflect the vacant land condominium plan, or that these approvals be revoked or modified prior to final approval.	Refer to Tab 14 – General conditions See condominium agreement # 31
15	Clearance Letters:	
15A	That Prior to Final Condominium Approval, the County of Frontenac shall be advised that all Conditions of Draft Plan Approval have been satisfied; the clearance memorandum shall include a brief statement detailing how each Condition has been met.	This list.
15B	That Prior to Final Condominium Approval, the County is to be advised in writing by the Township of South Frontenac the method by which conditions 1 to 14 have been satisfied.	Refer to Tab 15 – Clearance letters
15C	That Prior to Final Condominium Approval, the County is to be advised in writing by KFL&A Public Health the method by which condition 6A has been satisfied.	Refer to Tab 15 – Clearance letters
15D	That Prior to Final Condominium Approval, the County is to be advised in writing by the Cataraqui Region Conservation Authority the method by which conditions 7 and 8 have been satisfied.	Refer to Tab 15 – Clearance letters
16	Lapsing Provisions:	
16A	That pursuant to Section 51(32) of the *Planning Act*, this Draft Plan Approval shall lapse at the expiration of three (3) years from the date of issuance of Draft Plan Approval if final approval has not been given, unless an extension is requested by the Owner and, subject to review, granted by the approval authority.	N/A
16B	That pursuant to Section 51(33) of the *Planning Act*, the Owner may submit a request to the approval authority for an extension of the Draft Plan Approval. The extension period shall be for a maximum of three (3) years and must be submitted prior to the lapsing of Draft Plan Approval. Further extensions may be considered at the discretion of the Township and the County.	N/A
	Notes to Draft Approval	
1	It is the applicant's responsibility to fulfill the foregoing Conditions of Draft Plan Approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of	

	Frontenac.	
2	When requesting Final Approval, the applicant will submit an account of how each Condition of Draft Approval has been satisfied along with the appropriate clearance letter from the Agency, Ministry or body requesting the condition.	
3	Prior to Final Condominium Approval, the applicant shall submit to the County of Frontenac for review draft digital copies of all applicable Reference Plans, Surveys and, the Vacant Land Condominium Plan.	
4	When requesting final approval, such a request must be directed to the Clerk, and be accompanied with: ■ Five (5) mylars and five (5) paper prints of the completed Final Vacant Land Condominium Plan; ■ Four (4) copies of all Reference Plans and (4) copies of all Conveyance Documents for all easements and lands being conveyed to the Municipality; ■ A copy of the condominium agreement and the condominium declaration; ■ A Surveyor's Certificate to the effect that the lots and blocks on the Plan conform to the Zoning By-Law with respect to lot area and lot frontage; ■ A digital file in AutoCad format; and, ■ An application fee in accordance with the County's applicable fee by-law.	
5	All measurements in condominium final plans must be presented in metric units.	
6	The Final Plan approved by the County of Frontenac must be registered within thirty (30) days or the County of Frontenac may, under Subsection 51(59) of the *Planning Act,* withdraw its approval.	
7	Clearances are required from the following agencies: • Township of South Frontenac • KFL&A Public Health • Cataraqui Region Conservation Authority	

Report 2016-039

Council Recommend Report

To: Warden and Council Members of the County of Frontenac

From: Kelly J. Pender, Chief Administrative Officer

Prepared by: Kelly J. Pender, Chief Administrative Officer

Date of meeting: March 16, 2016

Re: Emergency and Transportation Services – Lennox and Addington County - Denbigh Ambulance Base

Recommendation

Whereas, the County of Lennox and Addington currently maintains a 12 hour Paramedic Station in Denbigh, Ontario that provides a valuable service to citizens and visitors to the region;

And Whereas, Lennox and Addington Council is considering closing the station and move resources to higher demand locations unless the Counties of Hastings, Renfrew and Frontenac assume a larger share of the cost of operating the Denbigh station citing cross border call volume;

And Whereas, the delivery of Paramedic Service in Ontario was established based upon a seamless network of service delivery to patients based upon the closest available resource;

And Whereas, the request from Lennox and Addington would represent a fundamental shift in the funding model for Paramedic Services in Ontario and set a precedent for future requests;

And Whereas the closure of the Denbigh station would put a strain on Paramedic resources in surrounding Counties;

Now Therefore _____ County Council hereby respectfully declines to financially support the Denbigh Paramedic Station in the form currently contemplated by Lennox and Addington County Council;

And Further that collectively the Counties of Hastings, Renfrew and Frontenac offer to work with Lennox and Addington Council and staff to investigate alternative service

delivery models that would meet their desire to contain costs and enhance service delivery, while maintaining services in the area currently serviced by the Denbigh Paramedic Station.

Background

At a meeting on February 2, 2016 a letter was provided to the Wardens of Hastings, Renfrew and Frontenac Counties from Clarence Kennedy, Warden of the County of Lennox and Addington (L&A) advising that "one of the options being considered is the reallocation of resources required for the ambulance service located at Denbigh to elsewhere within Lennox and Addington". Given the regional nature of the Denbigh base, Warden Kennedy asked each of the three Counties if they are "prepared to assume a greater financial responsibility for the ambulance service located at Denbigh in order to maintain the service for your citizens".

A follow-up email dated February 11, 2016 from Mr. Larry Keech, Chief Administrative Officer, County of Lennox and Addington advised that L&A would be willing to accept a three year phased approach to their request.

L&A County has been advised that this matter will be presented for consideration to all three County Councils during the March cycle for consideration.

Comment

The Ambulance Act R.S.O. 1999 obligates each upper tier municipality to the following:

Municipal responsibilities

6. (1) Every upper-tier municipality shall,

(a) except as otherwise provided by regulation, be responsible for all costs associated with the provision of land ambulance services in the municipality, subject to any grant made to the municipality under subsection 4 (3); and

(b) be responsible for ensuring the proper provision of land ambulance services in the municipality in accordance with the needs of persons in the municipality. 1997, c. 30, Sched. A, s. 6; 1999, c. 9, s. 3 (1, 2); 2009, c. 33, Sched. 18, s. 1 (2, 3).

It further describes responsibilities outside of the municipality as follows:

1. Responsibility outside municipality

(2) Nothing in this Part prevents a communication service from dispatching ambulances from within an upper-tier municipality to areas outside the municipality. 1997, c. 30, Sched. A, s. 6.

2.

3. Same, agreements as between municipalities

(3) If an ambulance is dispatched from an ambulance service situated in an upper-tier municipality or in a local municipality to an area situated in another upper-tier municipality or local municipality, the affected upper-tier and local municipalities may enter into an agreement with respect to the costs associated with the provision of land ambulance services in both municipalities. 1997, c. 30, Sched. A, s. 6.

With respect to inter municipal calls, 6.(3) of the Act is permissive in nature. While compensation for calls performed outside of the municipality are not required, many Eastern Ontario Counties have generally been amenable to entering into cross boundary agreements based upon the incremental cost incurred to complete calls. With Lennox and Addington County, inter-municipal agreements were negotiated by the Treasurers and signed in 2009 and expired at the end of 2015.

The principle of dispatching the nearest available paramedic resource to a patient is described by the Ministry of Health and Long Term Care as follows:

> "Ambulance service in Ontario is a seamless program that responds to requests for service and transports patients across municipal boundaries without reference to residence or other demographic factors. Central Ambulance Communications Centres (CACCs) facilitate this seamless approach by coordinating, directing and deploying the movement of all ambulances and emergency response vehicles within large geographic areas." [1]

The current Denbigh Paramedic Station is a 12 hour station located at 470 Highway 28. L&A advises that the annual operating cost for the base is $750,000 with 50% of the cost paid by the Province of Ontario. The balance is paid by L&A County with incremental costs/call recovered for cross border calls as per cross border agreements.

The average call volume from 2013-15 was 133 which was distributed as follows:

Lennox & Addington	54
Frontenac	33
Renfrew	32
Hastings	14
	133

In addition to the above, the Denbigh base also provides approximately 120 standby shifts for their base in Northbrook. L&A also cites the need for capital investment in the

[1] http://www.health.gov.on.ca/english/providers/program/ambul/ehs_mn.html

Denbigh base. It is the contention of our Paramedic Chiefs that standby should be recognized as a direct benefit to L&A County.

In a 2008 L&A engaged IBI to review their entire paramedic operations. The report included a recommendation that *"northern services should be consolidated to a single base along the 41 corridor in the Northbrook/Cloyne vicinity".* In 2013 L&A opened a new base in Northbrook, but did not close the Denbigh base.

The closure of the Denbigh station will result in resources being regularly diverted from neighbouring Counties to service patients in L&A. In some case resulting in 4 to 6 hour calls including travel to hospitals in Renfrew County.

A map illustrating the location of existing Paramedic stations in the vicinity of Denbigh is attached, Schedule "A".

The request from the County of Lennox and Addington to assume a larger share of the cost of operating the Denbigh base. This request is contrary to the general intent of a seamless service delivery model and represents a shift from the generally accepted "incremental" cost recovery system. It is not a model that can be supported by staff.

In reviewing the general financials and call volume in L&A it would appear that there may be opportunities to investigate alternative management models that would allow L&A to enhance their service delivery while achieving a measure of cost containment. For example, Prince Edward County contracts with Hastings County for their Paramedic Service, thereby saving on administration costs.

Approval of the motion contained in this report will enable staff to work with L&A to examine options for alternative service delivery in the region, while maintaining the seamless principles upon which paramedic service delivery have been established.

Sustainability Implications

Financial Implications

The phased in summary proposed by Lennox & Addington would allocated costs as follows:

County	% of Calls (Average for 2013, 2014, 2015)	Cost Share Based on % of Calls	Three Year Phase in of Cost Share		
			2016	2017	2018
Lennox &	40%	$300,000	$600,000	$450,000	$300,000
Frontenac	25%	$187,500	$62,500	$125,000	$187,500
Renfrew	24%	$180,000	$60,000	$120,000	$180,000
Hastings	11%	$82,500	$27,500	$55,000	$82,500
Total	**100%**	**$750,000**	**$750,000**	**$750,000**	**$750,000**

A summary operating costs per County (2014) is provided below:

	FIR				
	Cost Schedule 40	Revenue Schedule 12	Net Cost	# of Paramedics FT Schedule 80	PT
Frontenac	$15,980,110	$7,815,329	$8,164,781	87	47
Hastings	$16,083,321	$7,131,194	$8,952,127	82	51
L&A	$5,699,987	$2,642,549	$3,057,438	26	49
Renfrew	$15,373,345	$7,711,558	$7,661,787	64	66

	Municipal Directory			
	population	households	Cost/person	Cost/ HH
Frontenac	149,738[1]	68,006	$54.53	$120.06
Hastings	157,193[2]	75,069	$56.95	$119.25
L&A	41,820	18,295	$73.11	$167.12
Renfrew	96,959[3]	48,220	$79.02	$158.89

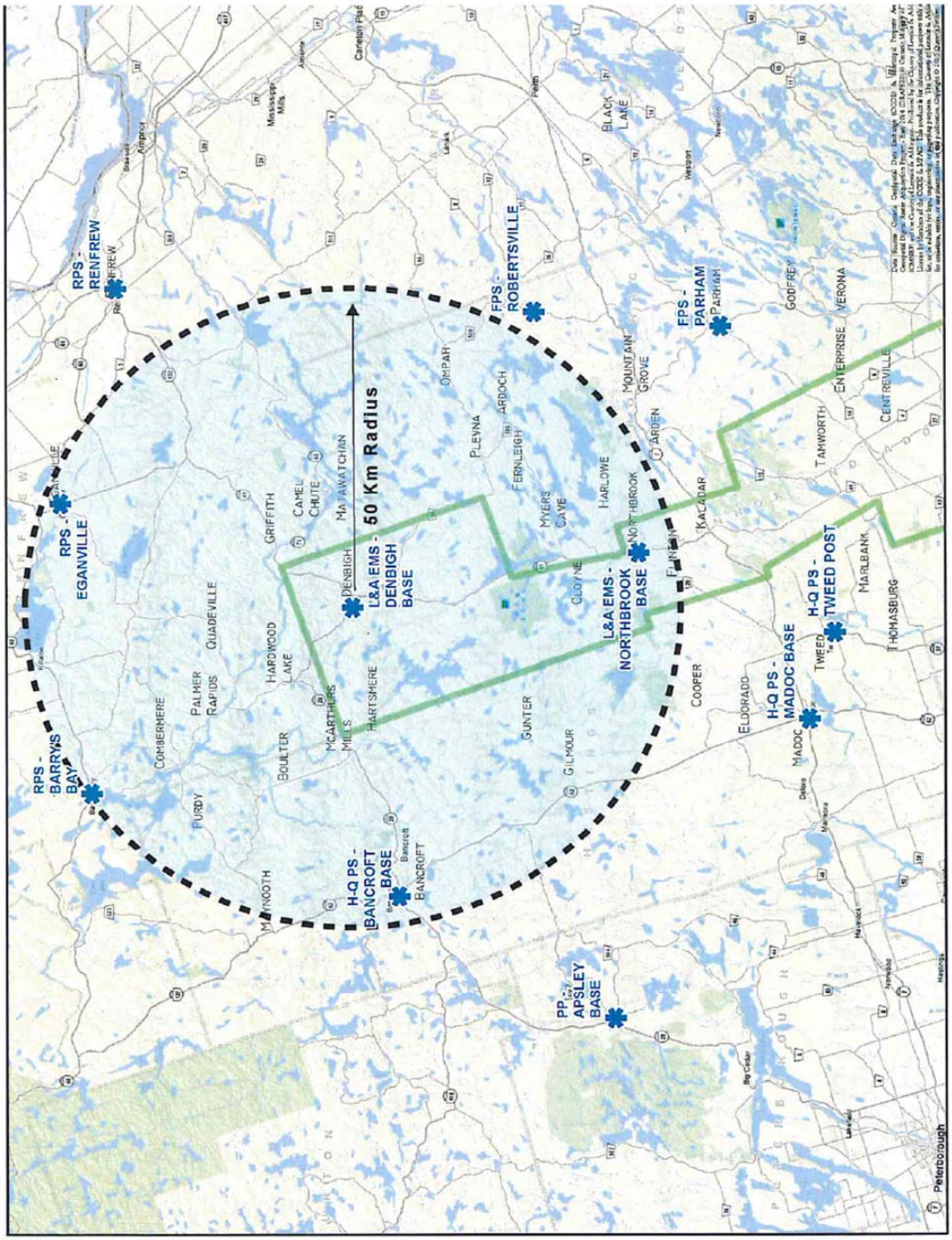
Notes:

1. Includes the City of Kingston
2. Includes the Cities of Belleville and Quinte West, plus Prince Edward County
3. Includes the City of Pembroke

Organizations, Departments and Individuals Consulted and/or Affected

Paul Charbonneau, Chief of Emergency and Transportation Services
Gale Chevalier, Deputy Chief of Performance Standards Frontenac Paramedic Services

Schedule "A" – Map – Denbigh Base and Surrounding Bases
(Source: Lennox and Addington County)



Report 2016-023

Council Information Report

To: Warden and Members of Council

From: Kelly J. Pender, Chief Administrative Officer

Prepared by: Anne Marie Young, Manager of Economic Development

Date of meeting: March 16, 2016

Re: Planning & Economic Development Department – K&P Trail Update

Recommendation

This report is for information purposes only.

Background

The unopened portion of the K&P rail bed, acquired by the County of Frontenac in 2008, runs through the Township of South Frontenac and part of the Township of Central Frontenac. The County's acquisition of the land was undertaken as part of its economic stimulation efforts. The development of this multi-use trail offers an alternative transportation network for our residents and visitors, links us into the Trans Canada Trail system, connects our communities, and provides healthy lifestyle and recreational opportunities. County Council adopted the implementation of the Frontenac K&P Trail at its October 2009 regular meeting. Since that time the construction has proceeded in phases and to date five bridges have been reconstructed as well as approximately 38 km of trail has been developed.

Comment

a) Land Acquisition – Tichborne to Sharbot Lake

Presently a concerted effort is being made by community volunteers in Central Frontenac to assist in acquiring the necessary land between Tichborne and Sharbot Lake to complete the Frontenac K&P Trail and subsequently close a missing gap for the Trans Canada Trail. Wayne Robinson and Marcel Giroux, on behalf of the County, have met with landowners of each parcel of the K&P. They feel every person will want some kind of consideration/ compensation for the value of the trail they own. A draft appraisal report has been completed to determine fair market value to establish a figure that can be used for bargaining power. Expropriation is also an option if need be. A meeting has been held with the County's solicitor to determine a plan for negotiations and acquisition.

b) Tri-County Trails

An adhoc committee consisting of representatives from Renfrew and Frontenac Counties, and the Township of Lanark Highlands met in January at the County offices. The purpose of the meeting was to provide individual County updates on trails of common interest; share short term objectives for these trails; discuss economic advantages and importance of inter-county ring trails; discuss potential partner opportunities in areas such as funding for trail development and marketing; discuss long term trail strategy; and finally discuss support for the Trailhead Ontario Conference to be hosted by Renfrew in June.

c) Harrowsmith Junction

A meeting was held with staff from Cataraqui Region Conservation Authority, the Township of South Frontenac and the County. Discussion ensued around the reconstruction of the intersection at Harrowsmith and several scenarios were given; one of which may have a potential impact on the K&P / Cataraqui Trails. South Frontenac will be holding a public meeting in the spring and adjacent landowners are encouraged to attend. The subject of trail maintenance for mowing and the control of wild parsnip was discussed. Mark Segsworth of South Frontenac Township suggested a plan be developed for 2017 that would involve all parties in a partnership.

Sustainability Implications

This project supports a number of focus areas adopted in Directions for Our Future and is directly identified in Sustainable Actions under the economic pillar of sustainability as – Trail Network Development. The project supports the development of a network of trails in the County facilitating recreation and transportation networks and promoting active lifestyles.

Financial Implications

The land acquisition for the K&P Trail within the budget allotment for 2016 and development is funded through the Investing in Ontario Fund and the Canada 150 Community Infrastructure Program.

Organizations, Departments and Individuals Consulted and/or Affected

Township of Central Frontenac
Wayne Robison
Marcel Giroux
Township of Lanark Highlands
County of Renfrew
Township of South Frontenac
Cataraqui Region Conservation Authority

Report 2016-024

Information Report to Council

To:	Warden and Council Members of the County of Frontenac
From:	Kelly J. Pender Chief Administrative Officer
Prepared by:	Joe Gallivan Director of Planning and Economic Development
Date of meeting:	March 16, 2016
Re:	**Planning and Economic Development – Marysville Seniors Housing Project Update**

Recommendation

This Report is for information purposes only.

Background

As part of County Council's Strategic Plan, one of the key priorities that was identified was to improve seniors housing and transportation. Specifically, the Strategic Plan contained the following direction:

> "Addressing the existing gap in Seniors Affordable Housing stock by leveraging and/or funding the construction of a project in each of the four Frontenac townships – to be accomplished by the end of the 2015-18 term of County Council."

Subsequently, County Council established a Seniors Housing Task Force that could be set up in each of the four Townships.

The first Township to begin this process is Frontenac Islands. In June, 2014, County Council authorized the process to hire a consulting firm to prepare a business plan for a seniors housing project in the village of Marysville on Wolfe Island. The Business Plan for Seniors Housing – Marysville Project was completed in March 2015. A public meeting was held in Marysville by the task force to present the recommendations of the business plan, and the following resolution was passed:

2015-036
Planning and Economic Development
SHS Consulting Business Plan for Seniors Housing – Marysville Project (March 2015)

Moved By: Deputy Warden Smith
Seconded By: Councillor McDougall

THAT a copy of the SHS Consulting Business Plan for Seniors Housing – Marysville Project (March 2015) be forwarded to the Council of Frontenac Islands to confirm its commitment to the project concept, governance and specific Township involvement.

CARRIED

The purpose of this report is to provide County Council with an update on the work done so far for this project.

Comment

Project Concept

Based on the results of the business plan and comments from residents, the Marysville project will be a new five (5) unit rental building having self-contained apartments with a common area space. Rent will be based on market rates.

The building will be constructed on lands immediately south of the village at the south end of Division Street. Residents will be within walking distance of the main street, post office, Marysville ferry dock, and the Community Centre grounds, attached as Appendix A. The lands are currently in private ownership but an agreement has been reached that the necessary property area will be transferred to the Township.

Frontenac Islands – Steps Forward

Township Council has agreed to complete a number of tasks/endorsements to get the project to the 'pre-development' stage. These tasks are necessary before an investment can be made by the County.

Township Council endorsed recommendations contained in a staff report at their meeting held June 11, 2015 that formally committed the Township to address infrastructure, land acquisition, and planning processes that are required to start the project:

1 **Land Acquisition** – acquire lands near the village that could accommodate the proposed seniors housing building and also other lands for future seniors housing.

Status – an agreement has been reached with a private property owner to acquire lands in the area south of Division Street. Also, an Environmental Site Assessment (ESA) was completed on behalf of the Township and it was confirmed that there are no environmental issues with the lands. With respect to

water supply, a study is currently underway to consider the viability of extending the existing water line in the Division Street right of way to the proposed site. The water source is from a shore well in Lake Ontario.

2 **Public Road Access and Connection to Main Street** – Division Street (i.e., the road that is located on the west side of Town Hall) will serve as the connection for this site to the village core. For this connection to work, Division Street needs to be extended approximately 650 feet (200 metres) to allow direct connection to the village core.

Status – Township Council will include approximately $300,000 in the 2016 budget for the necessary road work. An engineering firm has been contracted to prepare the necessary drawings.

3 **Land Use Planning Approvals** – A number of land use approvals required required to allow for the development to take place, including land severances, creation of a new road allowance for future connections between Highway 95 and 7th Line Road, and site-specific Official Plan and Zoning By-law Amendments to permit the seniors housing development.

Status – The first step will be for the Township to consider the Official Plan Amendment which is expected to happen this Spring. With County Council now the approval authority for Township OPAs, approval could be in place by May or June.

4 **Governance/Oversight** – The Marysville business plan recognized that while the Township could directly oversee the development and ongoing operations, it would be better to consider creation of a separate non-profit housing corporation that has local community members as well as participation by both the Township and the County. The business plan noted that creation of this corporation would provide stability and continuity and would provide arm's length local oversight.

Status – Township Council has endorsed the creation of a non-profit housing corporation with County representation. The corporation will need to be established prior to commencement of on-site works.

Summary / Next Steps

A land survey and subsequent transfer of the necessary lands should take place before the end of April. At the same time joint Official Plan and Zoning By-law Amendments will be reviewed by Township Council.

All the required tasks by Frontenac Islands Council should be complete by the end of summer.

Sustainability Implications

The Marysville Seniors Housing project touches on the social and cultural pillars of Directions for Our Future by providing necessary seniors housing, and will allow people

to remain on Wolfe Island rather than try to find seniors accommodation on the mainland.

Financial Implications

Moneys for the project from the County will be taking Strategic Projects Reserve which includes $1.5 million for seniors housing and seniors transportation.

Organizations, Departments and Individuals Consulted and/or Affected

Frontenac Islands Township
Darlene Plumley, Chief Administrative Officer, Frontenac Islands
Marian VanBruinessen, Director of Corporate Services/ Treasurer

Appendix A


PROPOSED SENIORS HOUSING SITE
N
Road Extension
Land Acquisition Area
Parcel Fabric

Report 2016-025

Council Information Report

To: Warden and Council Members of the County of Frontenac

From: Kelly J. Pender, Chief Administrative Officer

Prepared by: Gale Chevalier, Deputy Chief of Performance Standards

Date of meeting: March 16, 2016

Re: Emergency and Transportation Services - Community Paramedicine – Queen's University Research Project

Recommendation

This Report is for information purposes only.

Background

In March 2014 the Ministry of Health and Long Term Care announced $6 million in funding for the expansion and development of Community Paramedicine initiatives across the Province. County Council approved the submission of an application for funding in April 2014 and in October 2014 Frontenac Paramedic Services (FPS) received funding in the amount of $156,800.

In January 2015 County Council authorized an agreement with Queen's University to conduct a research project to identify and establish a framework for future Community Paramedicine Projects in the County of Frontenac and the City of Kingston. The final report from Queen's University is attached (Appendix A).

Comment

The goal of the Community Paramedicine Project, "Identifying and Filling the Gaps Together", was to identify and establish a framework for future Community Paramedicine projects in the County of Frontenac and City of Kingston, should future funding become available. An important component was to establish a communication plan within this framework.

Vulnerable populations in our region were identified and Community Paramedicine projects recommended to address their needs. Important community partners were consulted and involved in creating the recommended framework. If future projects are undertaken, the communication pathways with these partners will need to be solidified.

Recommended Community Paramedicine projects that could be undertaken if funding becomes available:

1. Paramedic Wellness Clinics: County Council has previously approved ongoing funding for monthly Wellness Clinics on Wolfe Island and in the County. Continuation and expansion of these clinics is recommended.

2. Referrals to Supportive Services: A Paramedic referral to the Community Care Access Centre (CCAC) program has been launched. A feedback process has been established to ensure that referrals are received by CCAC and that the referrals are appropriate and the patient has received supports. Future consideration to expanding referrals to other community programs and primary care is recommended.

3. Home Visits by Community Paramedics: Recommendation to focus on patients who have refused CCAC referrals as well as those with chronic illnesses, palliative care patients and for transitional care following hospital discharge.

4. Patient Monitoring: Recommendation to acquire electronic medic alert bracelets for high-use patients to ensure efficient and accurate acquisition of patient information, as well as remote patient monitoring for chronic conditions.

Strategies for communication include:

1. Increased Collaboration with Primary Care: To establish communication processes with family physicians including online portals or fax to increase collaboration among healthcare providers.

2. Establishment of a Steering Committee: Led by FPS and including community partners identified in the report for the purpose of reviewing and revising communication pathways and development of standardized patient information collection.

3. Project Coordinator: An individual responsible for facilitating and developing communication links between partners.

Sustainability Implications

Directions for Our Future, under Capacity Building and Governance on page 36, states: “Strong links ensure seamless relationships between community and municipalities.” This work also contributes to the sustainability indicator – number of collaborative projects developed and implemented with two or more municipalities and many outside stakeholders in the primary health care field.

Financial Implications

None at this time.

Organizations, Departments and Individuals Consulted and/or Affected

Queen's University, Centre for Studies in Primary Care

Frontenac County Community Paramedicine Project: Final Report

Prepared by:
Jyoti Kotecha MPA, MRSC, CChem & Mary Martin MSc
Centre for Studies in Primary Care
Queen's University, Department of Family Medicine

November 11, 2015

Table of Contents

Tables and Figures ..... **iii**

List of Abbreviations ..... **iv**

1.0 Introduction **1**
1.1 Community Paramedicine 2

2.0 Research Methods **5**
2.1 Article Retrieval 5
2.2 Inclusion and Exclusion Criteria: 6

3.0 Literature Review **7**
3.1 The Southeast LHIN: Kingston and the County of Frontenac 7
3.1.1 Hospital and ED Usage and Cost in the SELHIN 11
3.2 Community Paramedicine Target Populations 12
3.2.1 High users of PS and ED services 12
3.2.2 High needs patients with complex and multiple chronic conditions 13
3.2.3 Frail elderly and others at high risk of falls 14
3.2.4 Ambulatory care sensitive conditions 15
3.2.5 Palliative Care Patients 15
3.3 Education and Training of Community Paramedics 16
3.4 Services offered by Community Paramedicine programs in Canada 19
3.4.1 Paramedic Referrals 23
3.4.2 Paramedic Home Visits 27
3.4.3 Community Paramedic Wellness Clinics 30
3.4.4 Remote Patient Monitoring 32
3.4.5 Holistic Community Paramedicine Programs 34
3.5 Satisfaction with Community Paramedicine 36
3.6 Linking Community Paramedicine with Primary Care 37
3.7 Communication Linkages 39
3.7.1 Organizational Communication 39
3.7.2 Community Paramedic Referral Communication Pathways 40
3.7.3 Electronic Communications 48
3.8 Enablers and Barriers 49
3.8.1 Enablers 49
3.8.2 Barriers 51

4.0 Recommendations **53**
4.1 Community Partner Roundtable Discussions 53

4.2 Possible Program Opportunities for Frontenac PS 54
4.3 Overall program goals 55
4.4 Program Recommendations 56
4.4.1 Phase/Year One 56
4.4.2 Phase 2: 58
4.4.3 Phase 3 58
4.5 Organizational Structure Recommendations 59
4.6 Logic Model 59

5.0 References 61

Appendix A - Additional Population Information A-1
Item 1: SELHIN Sub-SELHIN Population distribution by age, 2007 ..... A-1

Appendix B -Sample Referral Forms B-1
Item 1: Sample of online e-Form for Referrals in Wainfleet County B-1
Item 2: Sample of fax-in form for Referrals in Wainfleet County B-2

Appendix C -Community Roundtable Discussion, October 19, 2015 ..... C-1
Item 1: Stakeholder Roundtable Meeting Agenda C-1
Item 2: Report of Roundtable Discussion Proceedings C-2

Appendix D - Process Maps for Referrals D-1
Item 1: Referral/Entrance into the CP Program D-12
Item 2: Referrals from the CP program to the SECCAC D-1
Item 3:Referrals from the CP program to Primary Care D-1
Item 4: Referrals from the CP program to the SAKR D-1

Appendix E - Logic Model E-1
Item 1: Logic Model for the Community Paramedicine Healthy Aging E-1

Tables and Figures

Figure 1: Sub-LHINS within the South East LHIN 7
Table 1: Population distribution of the SELHIN's Sub-LHINs by age, 2007 8
Table 2: Community health services that deliver care in the SELHIN 9
Table 3: Rate of ED visits in the SELHIN compared to Ontario average for 2008-2009 11
Table 4: Cost of ED visits for Ontario and the SEHLIN, by age and ACSC, 2007[29] 12
Table 5: Training and education provided to Community Paramedicine Paramedics 17
Table 6: Planned and offered services by PS and CP programs in Canada 20
Table 7: Summary of Community Paramedicine Referral Programs 25
Table 8: Features of Community Paramedic home-visit programs 28
Table 9: Features of Community Paramedic Wellness Clinics 31
Table 10: Summary of referral pathway for CP Referral programs 41
Figure 2: Referral Pathway for Hastings County Paramedic Services to the SECCAC 47
Table 11: Community Partners 53
Table 12: Areas of opportunity for future CP programming 54
Table 13: Proposed changes to existing referral pathway for Hasting & SECCAC 57
Figure 3: Logic Model for the Community Paramedic Healthy Aging Program 60

List of Abbreviations

ACP	Advanced Care Paramedic
ACSC	Ambulatory Care Sensitive Conditions
CCAC	Community Care Access Centre
CCC	complex continuing care
CCP	Critical Care Paramedic
CHAP-EMS	Community Health Assessment Program through Emergency Medical Services
CHF	Congestive Heart Failure
CME	Continuing Medical Education
COPD	chronic obstructive pulmonary disease
CP	community paramedicine
CPR	Cardio Pulmonary Resuscitation
CPRU	Community Paramedicine Response Unit
CREMS	Community Referrals by Emergency Medical Services
ED	Emergency Department
EPR	Electronic Patient Records
FHT	Family Health Team
GEM	Geriatric Emergency Medicine
LHIN	Local Health Integration Network
LTC	Long term care
MOHLTC	Ministry of Health and Long-Term Care
NP	Nurse Practitioner
NS-EHS	Nova Scotia Emergency Health Services
OACCAC	Ontario Association of CCACs
OT	Occupational Therapy
PACCT	Paramedic and Community Care Team
PCP	Primary Care Paramedic
PERIL	Paramedics assessing elders at risk of independence loss
PS	Paramedic Services
RN	Registered Nurse
RPM	Remote Patient Monitoring
RPS	Renfrew Paramedic Services
SE	South East
SELHIN	South East Local Health Integration Network
SMILE	Seniors Managing Independent Living Easily
SOYF	Stay On Your Feet
V.I.S.I.T	Vital Signs, Interview, Safety Inspection, Treatment

1.0 Introduction

Ontario's healthcare system relies primarily on management by primary care providers, supplemented by hospital based care when emergent and acute care is necessary. For seniors and patients with chronic and multiple complex conditions, however, the coordination of additional care and support is critical to bridge the gap between these two systems of care[1,2]. As such, various provincial reports have called for an increase in funding for community health and social services to support seamless, coordinated and integrated care for the most vulnerable and frequent users[3-5]. With Ontario's senior population projected to double in the next two decades, from 14.6% in 2011 to nearly 30% by 2031, incorporating new strategies to deliver care that focus on efficient resource utilization is vital to ensure long-term system sustainability[3]. An increasingly important component in achieving sustainability is promoting healthy aging and management of chronic conditions at home, delivering the right care, in the right place and at the right time[3-6].

In a report by Statistics Canada, however, 53% of seniors who received home care in 2009 indicated that it was provided by informal sources such as family, friends and neighbours[7]. This burden can lead to deterioration of health for both the frail elderly and their caregivers[8].When adequate support in the home for aging and frail adults is not optimal, the increased potential for the development of emergency situations due to injury and acute illness is apparent. Faced with such a crisis, the default response is often to utilize Paramedic Services (PS), relying on ambulance transfer to a hospital emergency department (ED). According to the Ministry of Health and Long-term care (MOHLTC), over 1.9 million requests are made each year and more than 900 000 transports are completed by paramedics in Ontario[9]. In North America, previous studies have observed that more than 1 in 3 of all PS calls can be attributed to seniors, and that the proportion of ED visits in which patients were transported by PS increased significantly and exponentially with age[10,11]. In 2007-2008, Ontario hospitals spent an estimated 1.27 billion providing and supporting ED services[12]. Though seniors made up only 19% of ED visits in 2007-2008, 29% (over $368 M) of overall ED spending was attributed to this group[12].

In 2008-2009, nearly 551 per 1000 seniors in Ontario visited the ED, with admission to hospital occurring in just over 25% of these cases[12]. These rates are significantly higher when compared to all other age groups in Ontario[12]. This suggests that many seniors transported to EDs may not require ED services, and that an opportunity exists to divert non-serious patients away from EDs and towards more appropriate, less resource-intensive healthcare management options. With the shift in Ontario's demographics, ensuring that seniors have access to these options to help prevent unnecessary PS and ED usage has great potential to achieve cost savings.

1.1 Community Paramedicine

The evidence supporting the importance of in-home care and support for aging, frail and complex patients is vast; so too are the number of options available for healthcare systems to implement this change. One such initiative that has been gaining momentum internationally involves expanding the scope of practice of paramedics[13]. Paramedic Services deliver health care to individuals suffering from sudden and serious illness. The MOHLTC governs Ontario's ambulance system through the Ambulance Act; PS services are delivered to communities through partnerships, legislation and agreements with Ontario's hospital system and municipalities[9]. Eight regional base hospitals provide leadership and direction on the medical aspects of paramedic emergency health care, delivering training, quality assurance, certification, education and advice from within a host hospital[9]. Municipal PS providers take the lead in the delivery of ambulance services to their communities, developing a governance and organizational structure to enable delivery of services, manage vehicles and paramedics and fund ambulance operations[9].

Trained to readily identify signs of potential life-threatening conditions, paramedics are often the first, if not only, point of contact for many individuals faced with a health crisis. Paramedics are available 24 hours a day to provide efficient, effective and comprehensive emergency management in nonhospital settings[9]. This provides paramedics with a unique advantage over other healthcare providers, often attending to patients in their own homes to see them in their most vulnerable state. As such, this places paramedics at a critical point in a patient's

healthcare journey and provides an unparalleled opportunity to reduce the amount of unnecessary ED visits through PS transfer.

Implementing programs that make use of paramedics in a community and home healthcare context has been termed “Community Paramedicine” (CP). Often making use of existing emergency, social and healthcare services in communities, CP can maximize efficiency of resources while providing vital connections between seniors, community care, primary care and hospitals[14]. In rural settings, paramedics are especially valuable due to lack of infrastructure and large geographical distances between patients and healthcare services. By providing comprehensive community based care in addition to emergency response, paramedics can reduce the need for lengthy, resource-intensive unnecessary transports. Previous studies have shown that paramedics have the skills and expertise to manage older adults’ long-term social and medical needs in addition to providing acute medical care[15,16]. Services provided by community paramedics may include proactive outreach and services to frequent 911 users, chronic disease management, falls prevention, patient education, community CPR training and referrals to community health and support agencies for non-urgent patients[17].

Studies from Australia, the United Kingdom, the United States and Canada have observed that introducing these services through CP programs is feasible, safe and effective in delivering healthcare, provides high levels of satisfaction among participants and has the potential to drastically reduce healthcare costs through the reduction of unnecessary and avoidable ED and PS usage[14,17,18]. As such, CP has been recommended as a key strategy to support efficient healthcare utilization in Ontario[3] and has been incorporated into Ontario’s 2015 Action Plan for Health Care[19].

In an Ontario context, partnerships between local municipalities, PS and other health service providers such as Community Care Access Centres (CCAC) have led to the implementation of CP programs in order to foster collaborative, interprofessional relationships in communities and to build on the success of Health Links to co-ordinate care for individual patients with complex chronic conditions[20,21]. The popularity of CP in Ontario is growing; in a 2013 census of the 51 PS,

it was determined that over 50% of Ontario's population had access to one or more CP programs[22]. Preliminary evidence from these first CP programs is overwhelmingly positive; Toronto's Community Referrals by Emergency Medical Services (CREMS) program has shown a drastic reduction in repeat 911 calls[23], while the results of a similar CREMS program in Hamilton have shown a 41% reduction in PS/ED usage among frequent-use patients[24] .

By 2014, it was estimated that over 80% of Ontario's population would have access to one or more CP programs[22], with the surge in access fueled by a $6 million investment by the MOHLTC to support the expansion of initiatives across the province[20,21]. In 2014, the County of Frontenac Paramedic Services was a recipient of nearly $157 000 in funding over two years to establish a framework for future CP programs for the County of Frontenac and the City of Kingston region[25]. Building on the success of the Wolfe Island Community Paramedicine Wellness Clinic Pilot Project that was launched in the spring of 2013[26,27], the new CP programming will "focus on identifying solutions that could provide a more cohesive healthcare system for the residents of County of Frontenac and the City of Kingston[25]." This report will summarize the best practice elements of CP program in Ontario, Canada and worldwide to inform a framework to support the development of four main areas of focus: wellness clinics, community paramedic home visits, paramedic referrals and improved communication links between paramedics and other health care providers[25].

2.0 Research Methods

2.1 Article Retrieval

A systemic review of research literature was conducted using the following search engines; OVID Medline (1946 – 2015), EMBASE (1980-2015) and All EMB Reviews – Cochrane DSR, ACP Journal Club, DARE and CRCT. Key phrases included; Paramedicine; "Paramedic OR Paramedicine" AND "referral.mp OR Referral and Consultation"; Paramedic.mp OR Paramedicine.mp AND "home care.mp OR Home Care Services"; "Paramedic.mp OR Paramedicine.mp" AND "Primary Care.mp OR Primary Health Care"; "Paramedic.mp OR Paramedicine.mp" AND "Community"; "Community Paramedicine.mp"; "Community Paramedic.mp"; "Emergency Care Practitioner.mp". The literature retrieved from these search engines was imported into RefWorks™.

Next, Google Scholar was used to conduct a targeted search of research literature that was not captured in the systematic review. Search terms included "Community Paramedicine"; "Community Paramedic"; "Community Paramedicine" Ontario and "Community Paramedicine" Canada." Articles were examined by a research associate using the inclusion/exclusion criteria, and relevant articles were imported into Refworks™.

Additionally, we performed a scoping review of the World Wide Web to examine grey literature that is publicly available, including policy and service documents available on national and provincial government websites. In addition, searches were conducted using Google to locate private organization websites and documents with relevant material. For each database, terms included "Community Paramedicine Ontario"; "Community Paramedicine Canada"; "Community Paramedicine SELHIN"; "Community Paramedicine South East LHIN"; Community Paramedicine Kingston"; "Community Paramedicine Frontenac" and "Community Paramedicine Eastern Ontario". Grey literature and web pages/documents were reviewed by the research associate using the inclusion and exclusion criteria as a guide. Suitable references were imported into RefWorks™.

2.2 Inclusion and Exclusion Criteria:

Following import into RefWorks™, reference titles and abstracts were reviewed by the research associate, the lead investigator, and the Frontenac County Paramedics advisor, to ensure relevant articles were retrieved. The following inclusion and exclusion criteria were applied. Articles that met the inclusion criteria were retained, while articles that met exclusion criteria or did not meet inclusion criteria were removed from the reference list.

Inclusion Criteria:

- Published in English
- Published after 1990
- Focus on programs or strategies in Canada, Ontario and especially Southeastern/Eastern Ontario
- Articles pertaining to the feasibility, development, implementation, structure, evaluation and result of community Paramedicine programs
- Government and Policy documents from the Ministry of Health and Long Term Care or Health Canada
- Review papers with an international focus or scope

Exclusion Criteria:

- Articles not published in English
- Articles published prior to 1990
- American and international healthcare papers not meeting inclusion criteria

Full text versions of the articles meeting appropriate criteria were critically analyzed and summarized to create this report.

3.0 Literature Review

3.1 The Southeast LHIN: Kingston and the County of Frontenac

The Southeast Local Health Integration Network (SELHIN) is the largest LHIN in Southern Ontario; comprised of 15 sub-SELHIN regions, it encompasses the areas of Hastings, Prince Edward County, Lennox and Addington, Frontenac, Leeds and Grenville Counties, the cities of Kingston, Belleville and Brockville, Smith Falls and Prescott as well as parts of Lanark and Northumberland Counties[28] (**Figure 1**). As of 2013, the population of the SELHIN was 497 000, making up about 3.7% of Ontario's population[28].

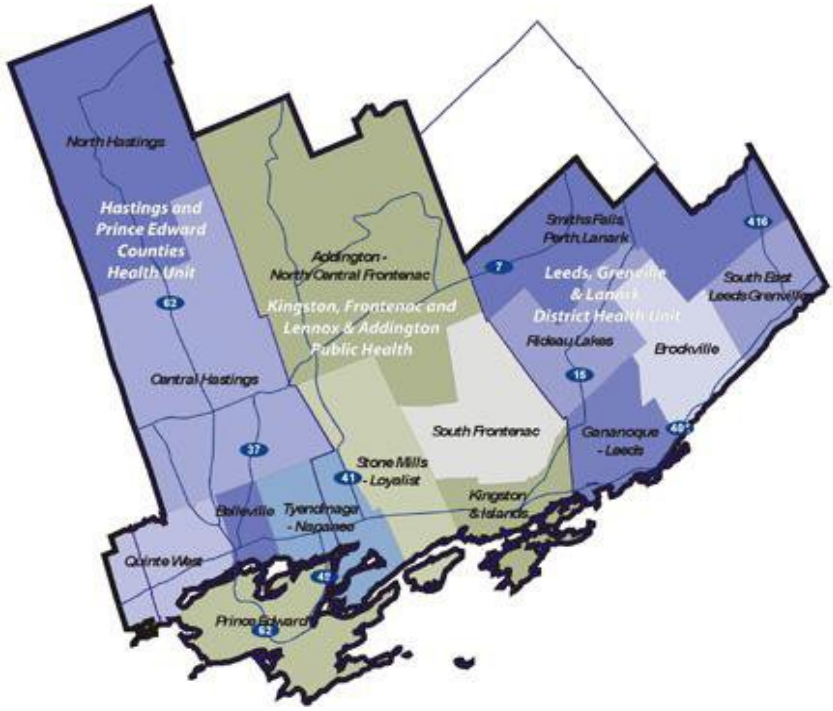


Figure 1: Sub-LHINS within the South East LHIN

The SELHIN holds the highest percentage of the population for both the 45+ and 65+ age groups compared to other LHINs, a trend that will continue until at least 2018 [28,29]. In 2006, individuals age 65+ comprised 17.2% of the SELHIN's population, while the overall Ontario average was merely 13.6%[30]. This proportion is expected to continue to rise at a rate of 4.5% and 2.1% for the 65-74 and 75+ age groups respectively[29]; by 2016, more than 20% of the population will be over age 65 in 12 of the 15 sub-LHINS in the SELHIN[28]. A population breakdown by age and Sub-LHIN is provided in **Table 1** for Addington North/Central Frontenac, South Frontenac as well as Kingston and the Islands. Population breakdowns for the entirety of the SELHIN can be found in **Appendix A**.

Table 1: Population distribution of the SELHIN's Sub-LHINs by age, 2007

Sub-LHIN	Total Population[1]	Population by age group (% total)[1]		
		45-64	65-74	75+
Addington North/ Central Frontenac	9 075	3 176 (35)	1 270 (14)	816 (9)
South Frontenac	17 854	5 892 (33)	1 249 (7)	892 (5)
Kingston & Islands	121 087	32 693 (27)	9 686 (8)	9 686 (8)
Total for above 3 LHINS	**148 016**	**41 761 (28)**	**12 205 (8)**	**11 394 (8)**
Ontario	12 803 900	3 457 053 (27)	896 273 (7)	768 234 (6)
SELHIN	481 039	139 501 (29)	43 293 (9)	38 483 (8)

[1]Population counts from[28]

As a whole, the proportion of the SELHIN's population over the ages of 65 and 75 is higher compared to that of Ontario. For the three highlighted Sub-SELHIN regions, this is especially true for Addington North/Central Frontenac which is also considered rural LHIN. Until at least 2018, this trend is expected to continue, with significant growth in the elderly population, especially in rural areas[29]. The SELHIN also has relatively high prevalence rates for risk factors

for illness and injury, including higher than provincial average rates of obesity in adults and youth, smoking, heavy drinking and chronic conditions such as arthritis, asthma, bowel disorders, chronic obstructive pulmonary disease (COPD), high blood pressure and heart disease[28,29]. These higher rates persist despite accounting for the higher proportion of seniors[28]. This, combined with the growing senior population especially in rural sub-SELHIN region, poses a unique healthcare challenge for community healthcare and social service providers.

A growing number of Community Health services are present in the SELHIN. These are summarized in **Table 2.** These services work together to provide care to the residents in the SELHIN and achieve the objectives and priorities set out by the MOHLTC in Ontario's Action Plan[4]. These objectives are advanced by the SELHIN's Integrated Health Service Plan, which outlines an approach tailored to address the unique healthcare service needs and priorities in the SELHIN, which include developing a regional system of integrated healthcare, from primary care and public health to community, acute and long-term care as well as improving patient experience, especially at transition points in care[28].

Table 2: Community health services that deliver care in the SELHIN[1]

Community health service	Number of associations	Number of locations	Services offered
Hospitals	7 Corporations	12 sites	• Acute care • Complex continuing care • Rehabilitation • Mental health services
Community Care Access Centre	1 – SECCAC	7 offices	• Coordination of community-based health services, long-term care placement • Information • Referral services
Community Health Centres	5 Centres	8 locations (5 main, 3 satellite)	• Primary care services • Health promotion services • Illness prevention services
Long-Term Care Providers	30 providers	37 locations	• Provides long-term inpatient care for 4050 patients
Community Support	27 Agencies[2]	N/A	• Supportive services to aid aging

Community health service	Number of associations	Number of locations	Services offered
Services Agency			in place (personal support workers, adult day programs, meals on wheels etc)
Addictions and Mental Health Programming	14 Organizations	N/A	• Support, counseling and resources for those dealing with addictions and mental health issues, and their families

[1]Information from[26]
[2] Visit https://sites.google.com/site/seniorservicesontario/home/south-east for a full list of Community Support Service Agencies in the SELHIN

Between the 2011 and 2014 fiscal years, the SELHIN experienced a 77% increase in high-needs patients. In addition, the rate of complex continuing care (CCC) cases in the SELHIN is the third highest across all LHINs at 316 admissions per 100 000 compared to the Ontario average of 216[29]. For an already stressed healthcare system, it was apparent that support would be necessary to alleviate the burden on hospitals. As such, the SELHIN was an early adopter of HealthLinks, which aims to better coordinate care for patients with multiple, chronic and complex conditions. As of 2014, the SELHIN had implemented 7 HealthLinks and developed over approximately 150 coordinated healthcare plans for its residents[28,29].

To further reduce unnecessary emergency room visits and hospital readmissions for the most vulnerable users, funding from the Ontario Government was invested into home and community services to maintain independent living at home through supporting existing and new community programs. The goal was to improve care, alleviate hospital pressures and reduce wait times for frail patients to access in-home personal support services. Notable programs in the SELHIN include Home First, a supportive hospital discharge and transitional support program, an Assisted Living Pilot Project and SMILE (Seniors Managing Independent Living Easily) [28,29].

3.1.1 Hospital and ED Usage and Cost in the SELHIN

Rates of ED usage in the SELHIN for seniors and seniors with Ambulatory Care Sensitive Conditions (ACSCs) compared to Ontario averages are summarized in **Table 3**. Rates of ED visits were consistently higher in the SELHIN; the highest rates for non-admitted high-acuity visits are observed for seniors. The rate of ED visits that result in admission increases exponentially with age, with more than 1 in 5 seniors admitted to hospital following a visit to a SELHIN ED[29].

Table 3: Rate of ED visits in the SELHIN compared to Ontario average for 2008-2009[29]

Rate	SELHIN	Ontario	Difference
ED visits per 1000 persons	554.3	375.7	47.5%
ED visits per 1000 Seniors (65+)	640.8	536.7	19.4%
ED visits per 1000 Seniors (65+) for ACSCs	58.7	48.5	21.0%

Like the whole of Ontario, seniors are the highest users of EDs in the SELHIN, with 640.8 per 1000 seniors visiting the ED during 2008-2009[12]. This rate also represents a 1.8% increase from 2004-2005, which was 629.4 visits per 1000 seniors[12]. Visits for ACSCs were also higher in the SELHIN among seniors in 2008-2009, with 58.7 of 1000 seniors presenting to ED with an ACSC, compared to Ontario's average of 48.5 per 1000 seniors[12]. Visits for ACSCs are of particular importance to note, as admission rates for these conditions are used as a measure of access to adequate community care and may have implications for how community care is organized[31].

Fortunately, costs of seniors' ED visits were comparatively low in the SELHIN, at $335 per visit vs. the Ontario average of $386[12]. For both Ontario and the SELHIN, however, the average cost per ED visit was higher for seniors with cost of care increasing with age of patient[12]. This is due in part to the longer length of stay for seniors in ED, as patients 75+ stay twice as longs as patients under 20 years of age and 20% longer than patients aged 65-70[29]. **Table 4** compares cost of ED visits for the SELHIN and Ontario by age group.

Table 4: Cost of ED visits for Ontario and the SEHLIN, by age and ACSC, 2007[29]

Rate	SELHIN	Ontario
Average cost of ED visit (all ages)	$224	$260
Average cost of Senior's (65+) ED visit	$335	$386
Average cost of Senior's (65+) ED visit for ACSC	$528	$545

The cost of emergency care grows even higher when considering PS; each visit in Ontario has been estimated to cost up to $259, with an additional $785 to transfer patients via ambulance to hospital emergency rooms. In 2010, non-urgent medical problems accounted for over 33 000 (48.5% of the total) transports to ED by Hamilton PS, accounting for 30 000 hours spent by paramedics waiting in ED[24]. This time can be better spent providing care to those with urgent needs. It is clear that interventions aimed at maximizing the efficiency of emergency healthcare services can contribute to significant time, and therefore cost savings for the healthcare system.

3.2 Community Paramedicine Target Populations

To maximize positive effects of future CP programs, defining the target population is an important step. This section will summarize evidence to determine the populations for which intervention would be most effective in The County of Frontenac and the City of Kingston region.

3.2.1 High users of PS and ED services

Many previous CP pilot programs have specifically targeted individuals based solely on the rate of usage of PS and ED service usage as a way to affect change in a systematic and measurable way. This group of patients encompasses a wide range of individuals with varying degrees of medical and social complexities. Many factors contribute to high usage of ED and PS services including social and geographical isolation, presence of chronic diseases such as congestive heart failure (CHF), COPD, diabetes and hypertension as well as social factors such as

unemployment, poverty, substance abuse and mental health issues. Many CP programs have noted significant cost savings and higher levels of health and well being following implementation of programming that target this population. Examples include the Community Referrals by Emergency Medical Services (CREMS) CCAC referral programs in Hamilton and Toronto which observed a 41%[24] and 25% reduction in PS calls usage for high frequency users, respectively, and the CP initiatives in Renfrew County which observed a 50% reduction in repeat PS calls from high users[32] following a 5-year implementation of referrals, wellness clinics and home visits.

3.2.2 High needs patients with complex and multiple chronic conditions

Individuals of all ages can be afflicted with multiple and complex morbidities. The SELHIN has one of the highest rates of hospital admission for complex continuing care patients, with 316 per 1000 persons vs. the Ontario average of 21.6 per 1000 persons[29]. This rate increases with age in the SELHIN, with 671 per 100 000 seniors aged 65-74 and over 5000 per 100 000 aged 90+[29]. As this group also makes up a large proportion of healthcare spending, future CP programs that take a proactive and educational approach at client support has the potential to make a large impact on healthcare spending.

Self care, in partnership with health care providers, is considered one of the most effective interventions for those living with chronic conditions. It has been shown to enable better illness management such as reduced blood pressure and glycemic levels, promotes independent living, better facilitates the management of emotional impacts of illnesses and ultimately leads to a higher quality of life[33,34]. Previous CP programs offering wellness clinics and home visits mirror this philosophy, providing monitoring for blood pressure and glycemic levels and educating seniors about healthy lifestyle habits[18]. Targeting these populations who have a higher risk of utilizing PS and EDs will provide a proactive and preventative approach to chronic disease management and lead to reduced costs for the healthcare system.

3.2.3 Frail elderly and others at high risk of falls

To provide quality care, improve health and increase satisfaction in the delivery of health and social services to senior populations, implementing integrative, shared care that takes place in a community setting is considered the best practice[35-37]. Aging and frail seniors, however are at a higher risk of chronic illness, functional limitations and as a result, falls and institutionalization[3,38]. While community or home care keeps seniors in a familiar and often supportive environment and is cost-efficient (when compared to long-term care and nursing homes[35,39]), many experience injury due to falls in the home. A fall for a senior can lead to disability, change in level of function, loss of independence, change in living arrangements or even death[40].

In 2010, over 1 million ED visits occurred following an injury due to falls in Canada, leading to over 128 000 hospitalizations[29]. Compared to other causes of injury such as transportation accidents, suicide, self harm or violence, fall-related injury has resulted in higher rates of death, ED visits, hospitalizations, permanent disability and higher total costs and costs per capita[41]. In the SELHIN, rates of falls are significant. In 2013, the incidence of fall-related ED visits for individuals 65 years or older was 16% higher in the SE Ontario compared to the average provincial rate[42], and approximately 14 000 per 100 000, or 14% of all adults aged 65 years and older were hospitalized due to falls in 2013[43]. These numbers are estimated to be low, however, as many falls are treated by family physicians, by PS or at home[41].

To affect real change in South East (SE) Ontario, underlying risk factors for falls must be addressed; it is important to take a holistic approach to falls prevention, considering physiological, socio-demographic, medical, pharmacological, environmental and behavioral risk factors[40]. Previous investigations have shown that education alone was not found to be effective in preventing injury due to falls[44] and that multi-disciplinary, multi-factorial strategies were most effective in reducing both the rate and risk of falls[45]. This is demonstrated in two standout models and frameworks: The Queensland Stay On Your Feet (SOYF) model, and the 2011 Integrated Provincial Falls Prevention Framework & Toolkit. Both models focus on

multiple strategies to reduce falls, with the SOYF model stressing the importance that falls prevention strategies should meet the needs of a continuum of older adults, from the healthy well individual to those beginning to have challenges, those who start seeking medical care and to the frail elderly[46], and the Provincial Toolkit highlighting the importance of an integrated approach to falls prevention, including a list of best-practices and tools for care providers, the individual at risk of falls and their family and caregivers[40]. Incorporating these models into CP programming provides opportunity for implementing the Provincial Falls Prevention Strategy and provides great potential for cost savings due to a reduction calls due to injury from falls.

3.2.4 Ambulatory care sensitive conditions

ACSCs include angina, asthma, COPD, diabetes, epilepsy, CHF, pulmonary edema and hypertension[31]. In 2008-2009, ACSCs accounted for 9% of all ED visits by Ontario seniors; however this group was nearly twice as likely as the general senior population to be admitted to hospital[12]. Among ACSCs, the highest rates of hospitalization were observed for those presenting with angina, heart failure and pulmonary edema[12]. Visits for ACSCs are of particular importance to note, as admission rates for these conditions are used as a measure of access to adequate community care and may have implications for how community care is organized[31]. Like the above mentioned focuses, targeting this at-risk population will lead to cost savings through preventative and proactive management before issues arise and lead to higher levels of well being and health for those receiving the services.

3.2.5 Palliative Care Patients

Palliative care has been defined in the literature as “the services that may be needed by dying persons and their family or friends in the last year of life, as well as bereavement services following death” [47]. In Canada, an uneven distribution, limited service capacity and non-standard basket of services in existing programs are barriers to quality EOL care[47]. Other service gaps in current palliative care programs across Canada include access to care to provide early identification of patients, the lack of expert medical resources to assist physicians in the provision of services, as well as a lack of timely respite care and timely communication and

mechanisms to facilitate communication between primary care providers[48]. To address these gaps, some communities have turned to Community Paramedics to deliver coordinated palliative care within the patient's own home. Examples of such programs include the CREMS program in the Toronto area[23,51,52] as well as in the V.I.S.I.T. program in Long and Brier, Nova Scotia (**Table 8**) [56-58].

3.3 Education and Training of Community Paramedics

Ontario, like the whole of Canada, has three tiers of paramedics with increasing competencies, skills and scope of practice at each level. Tier one is composed of Primary Care Paramedics (PCPs), who work with their peers or other higher-level paramedics to provide basic emergency and non-emergency care[9]. Advanced Care Paramedics (ACPs) have enhanced skills and are thus better able to assess and care for critical patients and perform invasive interventions, and Critical Care Paramedics (CCPs) are trained to provide in-depth assessment, including interpretation of laboratory data, perform invasive treatments autonomously with frequent and direct consultation with medical authorities[9]. For community paramedics, additional education provides background information on community services available in the area, training on how to identify at-risk seniors and policies and procedures surrounding specific programming. **Table 5** summarizes training and education provided to paramedics taking part in CP programs.

Table 5: Training and education provided to Community Paramedicine Paramedics

Program Name (location)	Program Type	Who trained?	Training/Education Provided	Frequency	Organizer/ Deliverer
CHAP-EMS[18,49] (Hamilton, ON)	**Wellness Clinic** for older adults living in subsidized housing complex	Off-duty accommodated paramedics (eg. injury, pregnancy)	• Health promotion, disease prevention • Assessment for cardiovascular, diabetes and falls risks • Awareness of local resources available for support	One-time, half-day session	Developed by CHAP-EMS program family doctor and public health nurse in consultation with paramedic
CREMS[24,50] (Hamilton, ON)	**Referrals** to community programming	Active duty paramedics	• Identification of patients who would benefit from referral • Submission processes • Case examples • Awareness of local resources available for support	Bi-yearly CME incorporated into regular duties, monthly newsletter/update	CCAC case managers and CREMS paramedic educators
CREMS[23,51,52] (Toronto, ON)	**Referrals** to community programming	Active duty paramedics + community paramedics for follow up	• Sessions during regular service training • Prompt cards	Bi-yearly CME incorporated into regular duties	Base hospital CCAC case managers and CREMS paramedic educators
Renfrew Community Paramedicne[32] (Renfrew, ON)	**Referrals** to community programming, **Home Visit** Program, **Remote Patient**	Active duty paramedics + community paramedics, new paramedics	• Identification of patients who would benefit from referral • Awareness of local resources available for support • Fall risk assessment	Monthly newsletter/update reports, bi-annual CME	Online training modules created in partnership with Pre-Mergency, training also delivered by base hospital, CCAC case managers and CREMS paramedic

Program Name (location)	Program Type	Who trained?	Training/Education Provided	Frequency	Organizer/ Deliverer
	Monitoring		• Geriactric Emergency Medicine (some take 10-day course)		educators
Hastings Community Paramedicine (Belleville & Trenton, ON)	**Referrals** to community programming, **Home Visit** Program	Active duty paramedics + community paramedics	• Job shadowing with Renfrew County Community Paramedics • Falls prevention assessments • CCAC referral criteria, services • Specific training for diabetes, COPD, CHF	Bi-annual CME, new paramedics entering HPS	Online training modules created in partnership with Renfrew County and Pre-Mergency. Nurse Practitioners from HDH clinics provide specific training. Carole Park, SECCAC.

As CP pilot programs transition into continually funded initiatives, an increasing trend is to incorporate CP training into existing Continuing Medical Education (CME) sessions to educate front-line paramedics. The most common deliverers of CP training include internal PS paramedics, and in Ontario, CCAC case managers or other CCAC representatives.

3.4 Services offered by Community Paramedicine programs in Canada

Many CP programs currently being offered in Canada share many features including the types of services and procedures offered. **Table 6** provides this summary.

Table 6: Planned and offered services by PS and CP programs in Canada

	Location											
Skills and Services	**Toronto**	**York**	**Renfrew**	**Niagara**	**Hamilton**	**Ottawa**	**Sudbury**	**Hastings**	**Long & Brier, NS**	**Chatham-Kent**	**Grey**	**Essex**
Referrals	●	●	●	●	●	●	●	●		●	●	
Wellness Clinic			●		●				●			
Patient history	●	●	●	●	●	●	○	●		○		
Physical assessment	●	●	●	●	●	●	○	●		○		
Blood pressure screening	●	●	●	●	●	●	○	●		○		
Vital signs	●	○	●	●	●	●	○	●		○		
Blood glucose checks	●	●	●	●	●		○	●				
Home lifestyle/safety checks	●	○	●	●	●	●	○	●		○	○	
Pulse ox monitoring	●		●	●		●	○	●				
Immunizations	●	●	●	●	○							
Medication monitoring/ reconciliation	●		●	●	●	●						
Fall prevention	●	○	●	●		●	○	●		○	○	

Skills and Services	Location											
	Toronto	York	Renfrew	Niagara	Hamilton	Ottawa	Sudbury	Hastings	Long & Brier, NS	Chatham-Kent	Grey	Essex
education												
Chronic disease management	○	○	●	●		●	○	●				
Minor injury treatment	●	○	●	●			○					
Neurological assessment			●	●		●	○					
Routine follow up 12 lead EKG	●		●	●								
High-user management	○		●			●						
Wound care	○	○	●	●				○				
IV lines	●	○	●	●	○							
Alternate transport destinations	●	○	○	●			○					
End of life counseling	●		●				○					
Post-stroke assessment	●	○		●								
IV catheter change	○	○	●		○							
Managing	○	○	●									

Skills and Services	Location											
	Toronto	York	Renfrew	Niagara	Hamilton	Ottawa	Sudbury	Hastings	Long & Brier, NS	Chatham-Kent	Grey	Essex
catheters												
Dispatch triage and response diversion			○	●								
Weight checks			●						○			
Lab specimen testing	○		●									
Managing surgical drains	○		●									
Managing PICC lines	○		●									
Antibiotic Infusions	●	○	○					○				
Suture removal	●	○	○				○					
Lab specimen collections	●		○						○			
Managing tracheostomies	●		○									
Post operative follow up	●		○									

● = service/skill currently implemented
○ = service/skill implementation planned
Information taken from[22]

22

The most common skills and procedures offered by CP programs in Ontario include referral services, patient history and physical assessment, blood pressure screening, blood glucose checks and vital signs. While specific services and procedures offered by CP programs vary across Ontario and worldwide, most programming can be divided into four main models of service delivery: Paramedic Referrals, Paramedic Home Visits, Paramedic Wellness Clinics and Remote Patient Monitoring.

3.4.1 Paramedic Referrals

Traditionally, paramedics responding to an emergency had two choices: when possible, leave patients in place to recover at home, or transfer patients to the nearest ED for further treatment. This places them at a critical point in a patient's healthcare journey and provides an unparalleled opportunity to reduce the amount of unnecessary ED visits through PS transfer. Many CP programs operate based on this principle, diverting non-urgent patients that do require assistance and support towards more appropriate care options, such as CCAC-organized home care. A group of these programs have been launched in Ontario and continue to expand across LHINs; Community Referrals from Emergency Medical Services, or CREMS programs, currently operate in Toronto, Hamilton, Thunder Bay, York, Peel, Halton and Renfrew. **Table 7** summarizes the main features of these referral programs.

One of the earliest CREMS programs was introduced in Toronto Ontario as a pilot program in 2006 as a response to frequent PS calls due to falls in the elderly. Its objectives were to improve range and responsiveness of support available to healthcare consumers and to reduce PS calls and ED presentations and representations through referrals to community-based healthcare organizations[51]. During the pilot, 43% of referrals processed by the CCAC were for existing clients[23]. The most common reasons for referrals were motility issues, failure to thrive, substance abuse social or psychiatric issues, while the most common CCAC services set up for participants included nursing, OT and rehabilitation[51]. If verbal consent for CREMS is not obtained upon the initial PS visit, patients are provided with CCAC contact information and a Community Paramedic follow-up is later initiated by phone or through a home visit. During this

follow up, CPs explain the original concerns and the benefits of CREMS, leading to nearly 50% conversion rate for refusing participants[51]. Following the pilot success, CREMS was deployed across the rest of Toronto Central LHIN and PS Toronto catchment areas in January 2008[51].

Table 7: Summary of Community Paramedicine Referral Programs

Program (Location)	Target Population/ Referral Criteria	Community Partners	Successes
CREMS[24,50,53] (Hamilton, ON)	• Low acuity PS calls	Hamilton Niagara Haldimand Brant CCAC & COAST (Crisis Outreach and Support Team) – mental health support through Hamilton police	**6 month:** • 70% (112/160) referrals resulted in new/enhanced services • CCAC follow up 3.7 days for CREMS, 14 days standard • Among patients transported by PS to hospital and referred to CCAC, 40% of referrals came solely from paramedics **12-months:** • 76% (294/387) referrals resulted in new/enhanced services • CCAC follow in average 3.9 days • 41% reduction in PS/ED usage for high frequency users
PACCT[32,52,54] (Renfrew ON)	• PERIL Clinical Prediction Tool • PERIL- Paramedics assessing Elders at Risk of Independence Loss • If answer yes to 2 of 3 questions, referral initiated: 1. Do problems exist that would prevent the parson from being safely discharged home from the ED, or contribute to recurrent PS/ED use? 2. Requires help on a regular basis (before today's call) 3. Has this patient made any 911 calls in past 30 days?	Champlain CCAC, various FHTs across Renfrew	• 94.5% of PERIL matches ER led to CCAC referral • 50.5% of referrals lead to introduction and/or change in CCAC services • 50% reduction in repeat PS calls from high users
CREMS [23,51,52] (Toronto, ON)	• Frequent calls to PS • Mobility/neurological issues • Orthopedic issues • Stabilized acute episode of chronic	Toronto PS, Toronto CCAC, East York CCAC, Toronto East General	**6 month:** For frequent users • 25% decrease in PS calls • 25% decrease in transports

Program (Location)	Target Population/ Referral Criteria	Community Partners	Successes
	condition (diabetes, asthma, CHF, COPD) • Skin conditions (dressing changes) • Mental health (isolation, depression) • Problems with catheters, drains • Palliative care • Potential abuse	Hospital, Community Care East York, Senior Link/ Neighborhood Link, Woodgreen Community Services, COTA (mental health association)	• 22% decrease in non-transports • 40.3% reduction in time on task[1] **12-months:** For frequent users • 18.3% decrease in calls • 24.8% decrease in transports • 8.4% decrease in non transports • 34.6% reduction in time on task
Hastings Community Paramedicine (Belleville & Trenton, ON)	• Seniors, frail elderly • Chronic, complex conditions (e.g. COPD, CHF, diabetes, hypertension • High users of ED and paramedic services •	SECCAC, Quinte Health Care Coorporation, Hastings Paramedic Services , SELHIN, HealthLinks, community programming	• Decrease in number of 9-1-1 calls from frequent users • Paramedics have become great advocates for their client group • Seeing change in patients level of education, now can take more control over own life and medical conditions • Formal evaluation taking place, results in March 2016

[1]Time on task - time expenditure by PS services

3.4.2 Paramedic Home Visits

In addition to providing referrals to the CCAC for initiation of community services, Community paramedics from many of the CP referral models, including Toronto and Thunder Bay's CREMS programs, also conduct home visits [23]. For Toronto's CREMS, home visits are carried out by designated Community Paramedics, who may also make phone contact with existing and potential CREMS clients. Other CP programs provide home visits as their primary service, such as the Aging at Home program in Renfrew County, Ontario. A summary of CP Home-Visit program features are outlined in **Table 8**.

Table 8: Features of Community Paramedic home-visit programs

Program (Location)	Target Population	Services Offered	Successes
Aging at Home[54,55] (Renfrew ON)	• Seniors over the age of 65 • Individuals at risk of injury at home • Seniors on wait-lists for LTC beds • Socially and/or geographically isolated individuals	Paramedics make regular visits: • Environmental assessment, including fall risk-reduction • Referrals to wellness clinics, supportive programs • Basic health checks, including blood glucose • Education for nutrition, exercise, disease management • Medication reconciliation • Transport to hospital for appointments and non-emergencies • Communication and updates with family physician • Primary care arranged for non-rostered patients	• 50% reduction in repeat PS calls from high users over 5 years • Permanent removal of some individuals from LTC wait-lists • Estimated $1.6M savings to healthcare system • Planned increase in scope of practice to include falls prevention, immunization, urinalysis, antibiotic administration, venipuncture and other health promotion activities
CREMS[23,51,52] (Toronto, ON)	• Initial refusal of CREMS • Initiation of multiple CREMS • Notifications that third party referrals have taken place • Increases in PS calls post CREMS as determined during impact reviews • Disposition follow up due to lack of new services or no change in service following CREMS	• Follow up referrals to CCAC • Interventions such as lift assists and clinical assessment • Explanation of CCAC services to those who refused to consent to CREMS initially	• 47% conversion rate of refusals following home visit • 18.3% decrease in calls for frequent users • 24.8% decrease in transports for frequent users
V.I.S.I.T[56-58] (Islands of Long	• Seniors • Isolated, remote individuals • Individuals without access	• **V**ital signs, **I**nterview, **S**afety **I**nspection, **T**reatment • Early discharge/transitional care • Chronic Disease Management	• Average visits to ED/month by island residents decreased by 40% • Average family physician visits/month

Program (Location)	Target Population	Services Offered	Successes
and Brier, Nova Scotia)	to transportation • Those with chronic conditions • Those with acute illness and injury discharged from hospital	• Ambulatory/home EKG • Provide support for home obstetrical delivery (e g. . midwifery), palliative care/hospice in the home • Initiation of antibiotics in the home/nursing home • Initiation of fluid re-hydration in the home • CHF follow-up (weight checks/edema/compliance) • Home aerosol/MDI therapy and Home O2 and spirometry • Phlebotomy visits for isolated individuals • Crisis intervention	by island residents decreased by 24-28% • Significant cost savings for residents due to • Decreased use of prescription medications • Decreased need for health-related travel • Increased access to care for residents • Sense of satisfaction for patient and organizational participants • Expansion into other parts of rural NS • Used as a model for programs in NS, PEI, Australia and Scotland
Hastings Community Paramedicine[59] (Belleville & Trenton, ON)	• 3 or more 9-1-1 calls in a one-year period AND • Diagnosed CHF, COPD, diabetes, hypertension or recent stroke • Total of 60 clients for pilot project (Jan 2015-Jan 2016)	• Regularly scheduled visits • Ad-hoc home visits • General health assessments including vital signs, mobility, medication reconciliation • Patient education for chronic condition management • Communication and coordination with primary care physicians • Electronic medic-alert bracelet provided by Code-4-Armour to provide personal and health information to first responders	• Home-visit phase began in January 2015, will run for a 1-year period • (Anecdotal) decrease in number of 9-1-1 calls from people in program • Paramedics have become great advocates for their client group • (Anecdotal) increase in patient level of education, now can take more control over own life and medical conditions

3.4.3 Community Paramedic Wellness Clinics

In order to reach patients and clients before a medical emergency requiring PS or ED services, one approach to CP includes holding accessible Wellness clinics within the community. Especially prevalent and effective in rural areas, CP-run wellness clinics focus on providing a proactive approach to patient care. Services offered during Wellness Clinics include assessment of health status, patient education, patient referrals to community and primary care and monitoring of vital signs. In this way, Community Paramedics are able to help empower patients to take control of their health issues and prevent avoidable health emergencies, for example by monitoring blood glucose and blood pressure levels. **Table 9** summarizes important aspects of CP Wellness programs.

Table 9: Features of Community Paramedic Wellness Clinics

Program Name (location)	Setting and delivery	Services Offered	Successes
CHAP-EMS[18,60] (Hamilton, ON)	Two accommodated paramedics deliver sessions at a subsidized housing complex for older adults with large PS call volume	Free weekly, day-long sessions include: • Blood pressure assessment • Diabetes risk assessment • Falls risk assessment • Health education/promotion • Goal setting • Targeted referrals to wellness sessions and community resources (CCAC) • Identification and referral of patients at high risk • Referral of patients' health information to regular family physician • Follow up to ensure referrals addressed risks	In first pilot year: • 1365 participant visits to intervention session by 79 participants • 48 visited at least twice • Mean age 72.2, , 87% over age 65, 90% had family doctors • Very high satisfaction among participants • Perception of decreased social isolation and well-being
Wolfe Island Wellness Clinic[27,55] (Kingston, ON)	Active duty paramedics deliver workshop at Community Medical Centre	Free clinics held every last Friday of the month include: • Fielding questions and concerns • Basic health and physical assessment • Assessment of blood pressure and pulse • Respiration and oxygen saturation levels • Body weight • Blood glucose levels • Signs of illness such as fever	After pilot implementation: • 100% of survey respondents feel clinics beneficial and will assist physician with ongoing care • 93% feel 911 call or ED visit could be avoided by attending clinic • Ongoing funding through 2015 following great success of pilot project launch in 2013
Eagenville Wellness Clinic[61] (Renfrew, ON)	Two community paramedics from the CPRU deliver clinics in various rural and remote locations	Free monthly clinics in 11 rural locations • Vital signs such as; blood pressure, pulse, respiration, oxygen saturation, temperature, blood glucose, body weight • Visitors can ask medical questions they may have • Referrals to primary care, CCAC and CP programs such as home visitation	• Agreement with local Community Health Centres to provide primary care for non-rostered patients when necessary • Allows patients to monitor own health and bring their vitals to family physicians for early detection

Wellness clinics have the advantage of serving clients in a central location, in contrast to the traditional PS model of visiting patients in their own home. In this way, Community Paramedics are able to reach a large amount of patients in a short time period, maximizing efficiency and reach of the program. Some such programs take advantage of areas with a large senior and/or at-risk population, such as the CHAP-EMS program in Hamilton, ON. Another application of this model is introducing wellness clinics into Long-Term Care (LTC) homes, such as the successful wellness clinic in Eagenville (Renfrew County)[61]. Previous examination of ED visits made by LTC residents in Hamilton showed that 606 of 2473 (24.5%) residents in registered LTC beds were referred to hospital during the year 2000[62]. Of these, 66.7% were admitted to hospital. Results suggest that there is a potential to divert unnecessary ED visits from LTC if enhanced acute care were provided on-site.

3.4.4 Remote Patient Monitoring

For patients living alone or in rural, remote locations, access to health care and symptom monitoring is a challenge, especially for those living with chronic conditions. One solution that has been and continues to be implemented across Ontario is Remote Patient Care or Remote Patient Monitoring (RPM). RPM is defined as the "delivery of health care to patients outside conventional settings enabled by a technological application or device[63]." Through electronic transmission of patient data to a healthcare provider, RPM is a valuable tool to support integrated services and processes from health coaching to alteration of a patient's course of care. Through the use of in-home medical technology, vitals such as heart rate, blood pressure, weight and blood oxygen saturation levels are monitored daily, sending an alert to care providers who can check in with these at-risk patients before symptoms worsen[63].

RPM is gaining popularity in Canada. In 2012, Canadian telehealth programs reported use of RPM by more than 2 500 patients, and by 2014, seven provinces had a total of 19 active RPM programs that served over 5000 patients with chronic disease or in need of post-surgical discharge monitoring. Many published studies have demonstrated reduction in ED visits and hospital readmissions for patients receiving RPM; an evaluation study in Quebec observed a

50% reduction in hospital length of stay and 37% reduction in ED visits among 60 COPD patients[64]. This translated to savings of over $1 557 CAD per patient per year vs. traditional home care[64]. Similarly, the University of Ottawa's Hart Institute observed a 54% reduction in readmission rates for patients with CHF when RCM was introduced[63].

Due to the success of RPM programs across Canada for patients with chronic disease, many CP programs in Ontario are beginning to adopt this model. Future Health Services, established by the South Central Community Development Corporation, has been providing telehome monitoring services to chronically ill patients in Southern Ontario since 2012[65]. Currently, Future Health Services provides RPM to patients in 8 counties across Ontario in partnerships with local PS: Hastings, Essex, Sudbury, Peterborough, Grey, Renfrew, Wellington and Dufferin[65]. The focus of these initiatives is to keep patients with chronic idleness (such as COPD and CHF) at home, improve quality of life and improve communication among healthcare providers in order to deliver high quality coordinated care.

The County of Renfrew Paramedic Services launched an RPM demonstration project in January 2015 as part of a larger CP program[66]. Patients enrolled in the pilot project are responsible for daily use of Bluetooth enabled devices to measure vitals such as blood pressure, weight, oxygen saturation and blood sugar. All readings are sent to an electronic database where reports are automatically generated that can be accessed by paramedics[65]. If readings reach the threshold of risk, a notification is triggered and a warning is sent by text message and/or email to community paramedics for follow up by phone and/or a home visit[65]. Alerts and progress reports can also be sent to other care providers and family members through a secure social networking tool, connecting patients to the care they need when they need it. Current eligibility requirements include a diagnosis of COPD and/or CHF and one of the following in the last 12 month period: three 911 calls, two ED visits or one hospital admission[65,66].

3.4.5 Holistic Community Paramedicine Programs

Many established and successful CP programs introduce services in a tiered model, implementing a variety of different service offerings over several phases of the project. These programs are most popular in rural areas where access to care is limited due to factors such as geographic remoteness, low income and education levels and higher incidence of chronic disease.

Faced with a rapidly aging population in which 50% were overweight or obese, 25% were smokers, 18% had hypertension and high levels of unemployment, low education and poverty were a reality, the county of Renfrew developed the Community Resilience Program through ongoing community and industry partnerships[61]. To address these high levels of health and social issues, a variety of programming options were developed by Renfrew Paramedic services, including[61]:

- The Heart Wise Exercise program to address high levels of cardiovascular diseases and promote physical activity
- Scheduled wellness clinics to address a lack of primary care services and monitoring due to lack of hospitals and withdrawal of family physicians in remote locations **(Table 9)**
- A voluntary, ad-hoc, informal home visitation program for isolated seniors to increase social interaction and facilitate preventative and proactive care
- The Aging at home program to provide home-care to seniors on wait lists for LTC **(Table 8)**
- The Community Paramedic Response Unit (CPRU), which provides reduced response time to emergency calls in remote communities and provides transportation to appropriate clinics or health care centres
- The PACCT referral program for referrals to CCAC **(Table 7)**
- Remote Patient Monitoring for proactive monitoring of vitals to facilitate early treatment before it become serious (**see section 3.4.4**)

As a result of these initiatives, PS has reported a reduction in 911 calls, ED visits have decreased and the health of the residents of Renfrew County has improved[61]. Tables 7-9 describe specific successes for several program pieces.

Nova Scotia's Long-Brier CP program is an example of a well-rounded CP program that provided several different kinds of CP services to rural residents in a tiered implementation model[56,57]. Over a three year period, the pilot project first established 24h a day, 7 day a week paramedic services on the islands[56]. Though this increased access to efficient care, paramedics were responding to, on average, one emergency call every three days, providing opportunity for an expanded scope of practice. Over time, community paramedics were educated to assess and manage simple wounds, administer tetanus and flu shots and administer home assessments[57]. During year (phase) two, expanded CP programming greatly increased access to care; non-emergency calls were accepted by paramedics for issues such as blood sugar testing, the V.I.S.I.T. program focused on home visits for isolated and elderly residents **(Table 8)** and wellness clinics were introduced to provide blood pressure monitoring and immunizations (among other educational and preventative health assessments)[56].

As the program grew, phase three brought the introduction of a nurse practitioner (NP) who worked in partnership with a physician in a larger city centre[56]. Over time, the program evolved with the needs of the population; paramedics were trained in phlebotomy skills and learning sessions for congestive heart failure assessment, administration of antibiotics, wound care, urinalysis assessment, suture/staple removal, diabetic assessments and medication compliance were offered[57]. Additional programming was also introduced on the islands thanks to the advocacy of the community paramedics and NP. Examples included personalized lifestyle counseling aimed at smoking cessation and weight loss, seniors' fitness classes, wellness services for children, women, seniors, and teens and an organized home visitation service to reduce the isolation of elderly residents[56,57]. Early detection, screening, and illness and injury prevention services were also accessible; these included preventative screening for cervical and

breast cancers, bone density, and depression, falls prevention, bicycle and child car seat safety programs[56,57].

Within two years of implementation, community paramedics were making contact with between 250-300 patients per month, leading to significant decreases in ED and family physician visits by island residents as well as significant reductions in cost for patients, a significant achievement for the rural population that sees higher rates of poverty, unemployment and chronic disease **(Table 8)**[56]. This successful program has been used as a model for other rural CP programs including an expansion of the program in Digby, Nova Scotia as well as similar program serving the Beausoleil First Nation on Lake Huron's Christian Island in Ontario[56].

3.5 Satisfaction with Community Paramedicine

An important aspect in designing CP programs is ensuring that the programming not only works to ensure efficient resource use, but also that it provides a positive experience for the participants involved. This is true for the patients and their caregivers as well as the program deliverers, including management/organizers and front-line workers.

In a qualitative study of participants of Hamilton's CHAP-EMS wellness clinic pilot program, it was determined that participants of the program highly valued the program, the paramedics, and the change in social dynamics that occurred during the implementation of the program in their subsided housing complex[18]. They felt that the program offered a social experience and decreased social isolation, increased access to support and resources in the community, and provided a credible, trustworthy outlet for them to discuss their health concerns[18]. Compared to other similar Paramedic referral programs in Ontario, participants and organizers felt that the referral process was stronger and had better long-term sustainability. They felt that CREMS provided a seamless, integrated patient care experience from ambulance call to CCAC case

management assignment, and that the drastic reduction in repeat PS calls proved how successful the program could be.

In Nova Scotia, participants in the Long and Brier CP program were satisfied with the NP and paramedics as well as the quality of clinical care and high level of interpersonal communication[56]. They also felt that the program increased accessibility to a range of health services including acute illnesses and injuries, chronic illness management and preventative health education[56]. The presence of the NP and paramedics were perceived by participants to have improved health of island residents through the acquisition of new health services. Participants expressed satisfaction with the shorter wait and travel times to access care, and as a result experienced reduced costs and increased adherence to follow-up due to a decreased need for health-related travel[56].

3.6 Linking Community Paramedicine with Primary Care

An important facilitator of integrated care is ensuring that all members of the patient's interdisciplinary health care team are aware of patient health status and ongoing interventions. In Ontario, coordination of care with Primary Care at the lead is increasingly promoted, and as such, CP programming should reflect this model.

Hamilton's CHAP-EMS wellness clinic programming is one example of this model in action. Following assessment by one of the program's Community Paramedics, consenting participants had their blood pressure and CANRISK profile sent by secure fax from the CHAP-EMS database to their primary care physicians[18]. In addition, those without regular physicians were referred to CCAC for assistance in registering with a suitable local family physician, increasing access to appropriate care. In a qualitative analysis, participants of the CHAP-EMS program felt that this aspect of the program was especially important[18]. They also felt that their interactions with the community paramedics helped them be more informed about their health issues and noted

that the education assisted them in asking appropriate questions to their primary care physicians during scheduled appointments[18].

In Renfrew County, Community Paramedicine initiatives (described in **Tables 7-9**) integrate communication with primary care at several points in the programming. When participants in CP home visits are rostered to a physician (either in a CHC or solo physician), Community Paramedics send home-visit reports via fax for routine visit reports, but may also send more detailed written reports or follow up with a phone call in situations where more serious or specific concerns arise. For participants who are part of a home visit program or have taken part in a wellness clinic and are without a family physician, community paramedics can arrange primary care with a physician at a local CHC. In return for this service, Renfrew Community Paramedics assist physicians by performing home visits to help monitor vital signs, assess trip/fall hazards, perform assessments of patient's homes, and address social isolation and to reduce visits from repeat primary care users through preventative monitoring and care[1].

Another Canadian example of CP linking Primary Care is observed in the Long and Brier Islands, a geographically remote set of rural islands in Nova Scotia. Prior to the introduction of the CP study, residents of the islands, half of which are older adults, had been without resident physician services for many years[56,57]; residents were required to travel for 30-50 minutes to the nearest general hospital, and an additional hour to the nearest regional hospital[57]. Following the implementation of wellness clinics, home-visits and non-emergency visits for blood sugar testing and immunizations, the third phase of the program saw a level of primary care introduced through a Nurse Practitioner who held a collaborative practice agreement with a physician in a larger city centre in NS. With this expanded scope of practice, paramedics were able to offer more complex care such as wound care and community preventive education and

[1] Information gathered through conversations with Community Paramedicine Coordinator at Renfrew Paramedic Services in September 2015.

assessment sessions such as falls prevention for seniors. Access to CP services was gained through direct request from patient, family members, family physicians or referral from the nurse practitioner[57].

Participants in the program felt that the NP-paramedic-physician model of care was particularly well suited for the rural setting with a small population[57]. They reported effective collaboration and cooperation between NPs and paramedics as well as NPs and physicians[56], and felt that the NP/paramedic/physician model of care offered more compressive primary health care services compared to any one service alone[58].

3.7 Communication Linkages

Ensuring open and easy communication between partners in CP programs is vital to ongoing success and a seamless care experience for patients.

3.7.1 Organizational Communication

Evidence from the Long-Brier CP pilot program demonstrated that effective communication between all community partners was a key component of its successful implementation. Upon program initiation, Nova Scotia Emergency Health Services (NS-EHS) organized a management committee consisting of representatives from the district health authority, community leaders and the core program health team[56]. The role of the committee was to coordinate activities, ensure open and active communication between parties and develop a plan to transition employment of the NP from NS-EHS to the district health authority[56]. To facilitate communication between the NP and paramedics as well as assist with program development, a project coordinator was hired by NS-EHS. Participants felt that the introducing the project coordinator role was essential during the early implementation phases, providing a 'point person' responsible for the project's facilitation and continued to be valuable until implementation became 'day to day operations[56].' Following implementation of the NP model, monthly meetings between managers responsible for the NP and paramedics were introduced.

These structures were perceived to have enabled smooth transitions and proactive planning, enhance communication between the NP and paramedics as well as help to resolve local issues as they arose[56].

3.7.2 Community Paramedic Referral Communication Pathways

To optimize cost and resource utilization, referrals to existing social and healthcare services within the community is highly utilized by many CP programs in Ontario. **Table 10** summarizes referral pathways for selected PS referral programs in Ontario.

Table 10: Summary of referral pathway for CP Referral programs

	CREMS Toronto[23,51,52]	CREMS Hamilton[24,50,53]	PACCT* Renfrew[32,52,54]	Hastings CP Belleville[59]	CREMS Halton[52]	CREMS Peel[52]	CREMS York[52]	CREMS Thunder Bay[52]
Who sends referrals?	Front-line paramedics, supervisors & dispatchers	Front-line paramedics & supervisors	Front-line paramedics & CP study team	Front line paramedics, Community Paramedics	Front-line paramedics & supervisors	Front-line paramedics & supervisors	Front-line paramedics & supervisors	Front-line paramedics
Where referred to?	Toronto CCAC	Hamilton Niagara Haldimand Brant CCAC & COAST	Champlain CCAC	SECCAC	CCAC	CCAC	CCAC	CCAC
Information included in referral	• Patient contact info • Reason for referral • PS ID • Hospital destination (if transported)	• Patient contact info • Reason for referral	• Patient contact info (incl. health card no.) • Reason for referral • Hospital destination (if transported)	• Patient contact info (incl. health card no.) • Reason for referral	• Patient contact info • Reason for referral	• Patient contact info • Reason for referral	• Patient contact info • Reason for referral	• Patient contact info • Reason for referral
How referral submitted	Phone call forwarded through logger in dispatch to	Phone call to CCAC/partner agencies, in addition to	Paramedics fill out e-form and PACCT/PERIL	Phone call to Kingston Access line (leave	CREMS forms sent by paramedics via internal mail to	CREMS forms sent by paramedics via internal mail	Direct call to CCAC by paramedics/ supervisors	Phone call and automatic fax sent

	CREMS Toronto[23,51,52]	CREMS Hamilton[24,50,53]	PACCT* Renfrew[32,52,54]	Hastings CP Belleville[59]	CREMS Halton[52]	CREMS Peel[52]	CREMS York[52]	CREMS Thunder Bay[52]
	CCAC. After hours calls forwarded by CCAC to answering service	electronic referral form submission via email to CCAC/ partner agency, cc: CREMS leads	form and phones/sends to PACCT team. PACCT team phones referral to CCAC.	message if no answer), also e-form is filled out and faxed over (e-form not functioning yet)	Superintendent, who faxes referral to CCAC within 12h	to CREMS supervisor, who faxes referral to CCAC		through ePCR** system
How referral tracked	Logged referrals transcribed and stored in electronic database + paper backup	Electronic database tracks referrals upon submission. Paper forms submitted as backup, added to database manually	E-form populates into database for auditing/follow up.	Note added to call report or home visit report.	Forms filed by superintendent following fax to CCAC	Information (patient & paramedic names, date referral received, faxed, city of pickup) entered into spreadsheet	Patient and referral info entered into ePCR**, which tracks data and allows retrieval	Automatic notifications through ePCR** system, which also tracks data
Referring agency action	CCAC confirms receipt with PS within 36h, case coordinator initiates	CCAC follow up to set up assessment with patient in an average of 3.9 days.	CCAC contacts patient to set up assessment.	CCAC contacts patient to gain consent, notify care coordinator.	CCAC contacts patient to set up assessment.	Email of acknowledgement to PS of referral receipt	Letter of acknowledgement to PS following referral receipt	CCAC contacts patient to set up assessment.

	CREMS Toronto[23,51,52]	CREMS Hamilton[24,50,53]	PACCT* Renfrew[32,52,54]	Hastings CP Belleville[59]	CREMS Halton[52]	CREMS Peel[52]	CREMS York[52]	CREMS Thunder Bay[52]
	assessment within a week, services initiated within 2 weeks where possible			Care coordinator				
CP follow up	Patients not consenting provided with CCAC contact info, paramedics notify PS Community Medicine Program with patient info – they arrange follow up visit	Information on patients not consenting tracked in database.	Two follow up interviews with participants by PACCT team.	No follow up to ensure services set up or to convert refusals.	Superintendent verbally notifies paramedic of sent referral	N/A	N/A	Follow up phone call or home visit to those who refuse referral
Referring agency follow up	CCAC notifies PS of assessment outcome & patient refusal	CCAC notifies PS of assessment outcome.	CCAC provides reports to PACCT team.	Yearly reports to Hastings PS to report program	Regular feedback during pilot; feedback now not received.	N/A	Phone call from CCAC to notify of assessment outcome	N/A

	CREMS Toronto[23,51,52]	CREMS Hamilton[24,50,53]	PACCT* Renfrew[32,52,54]	Hastings CP Belleville[59]	CREMS Halton[52]	CREMS Peel[52]	CREMS York[52]	CREMS Thunder Bay[52]
	of assessment. Monthly updates to PS.			statistics.				
	*PACCT = Paramedic and Community Care Team **ePCR = electronic patient care reports (iPad compatible)							

In Renfrew County, referrals into the CP program can come from several sources. In addition to the front-line paramedics who refer into the home visitation or other CP programming, Care Coordinators at the local CCAC are able to refer their clients to one of the many CP program services through a direct call to Renfrew Paramedic Services (RPS). Through a close working relationship with the discharge nurses at the local hospital, referrals can also be sent in to the RCP program via phone or fax to provide home visitation and transitional care to patients following an admission to hospital. For patients who visit the ED, the Geriatric Emergency Medicine (GEM) nurse (who works part-time at the hospital) can submit referrals via fax or phone for seniors identified as in need of supportive care. Community paramedics also assist the GEM nurse through providing home-visits and assessments to patients she is not able to meet in person, allowing her to gain a better understanding of the patients' needs to provide resources and care for these patient[2].

In Niagara, the Wainfleet Community paramedicine program provides additional health resources to any resident in the Township. Through home visits and complete general wellness assessments completed by an advanced care paramedic, home visits include vital sign and environmental risk assessments as well as referrals to various agencies such as the Community Care Access Centre, Caring for My COPD program, Pharmacy, South Niagara Health and Wellness, and Niagara Region Public Health[59]. Referrals into the CP program in Wainfleet can be made by the resident themselves, their health care professional, a family member, another caregiver agency, or even a neighbor who simply fills out a secure online form or faxes in a paper version of the referral (see **Items 1 and 2**, **Appendix B**) [59]. Referrals are assessed by a Registered Nurse (RN) who works in Wainfleet Paramedic Service's own dispatch centre[3]. The

[2] Information gathered through conversation with representative from Renfrew County Community Paramedicine program in September 2015.

[3] Information gathered through conversations with representative from Wainfleet County Community Paramedicine Program in October 2015.

RN makes first contact with the patient and coordinates the initiation of services. Though many referrals to the Wainfleet CP program are currently through word-of mouth and through door-to-door campaigns, use of the online and faxed-in form are most popular with healthcare and social service professionals.

In Hastings County, referrals to the SECCAC have been occurring for just over two years, connecting clients who call 911 with supportive, home-based services to facilitate healthy aging at home. In this model, front-line paramedics call or fax referrals into the CCAC access centre where they are assessed for eligibility. **Figure 2** outlines the current referral process used by Hastings County for referrals to the SECCAC.

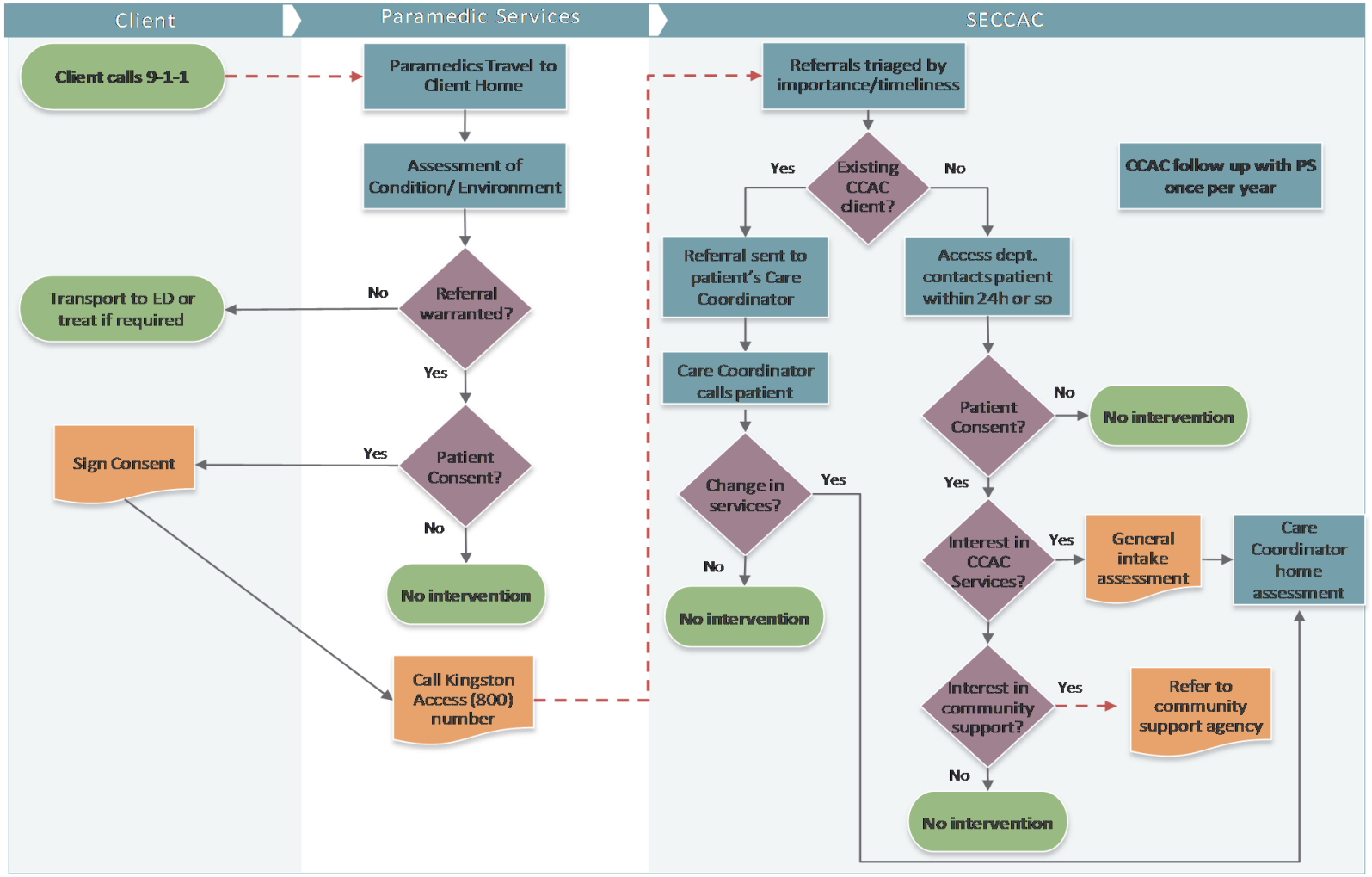


Figure 2: Referral Pathway for Hastings County Paramedic Services to the SECCAC

3.7.3 Electronic Communications

Currently, most CP referral programs send referrals via phone or fax from PS to the CCAC, as seen in **Figure 2**, above. Once received, data has to be entered manually into a database and paper copies are often kept as a backup. This introduces great potential for error, providing opportunity for information to be incorrectly entered or for referrals to be lost. To maximize efficiency and accuracy, a call for an integrated, electronic solution is a clear priority. This is especially important as CP programs evolve to include additional community partners and expand to accommodate more patients and clients.

The Ontario Association of CCACs (OACCAC) in partnership with PS such as the County of Renfrew PS has begun the process of developing a standardized electronic data management solution with Interdev Technology Inc.. Interdev Technology Inc. currently works with most PS in Ontario (except Ottawa) to provide Electronic Patient Records (EPR) services[4]. This provides the opportunity to create a CP management system in which existing EPR data and records can be seamlessly coordinated with new CP functionality and management tools. The proposed system, which has an expected launch date of Early 2016, is expected to have the following functionality:

- Sending referrals directly from the EPR to the local CCAC where data would be seamlessly integrated into their existing electronic database system
- Referrals sent to additional community partners such as police services (if domestic violence is expected), mental health services or primary care providers.
- Pre-population of referral forms using existing EPR data, saving valuable time in the field and reducing error.

[4] Information gained through conversations with representatives from Interdev Technology in September 2015.

- Area to log consent for referrals, including functionality to log non-consents to facilitate follow up by CP at a later date.
- Integration of RPM data that allows paramedics to produce reports and manage longitudinal data for repeat PS users.
- Sending of notifications to and from the "circle of support," which may include paramedics, family members, friends or caregivers, physicians or other care providers.
- Easy access to assessment forms for in-house evaluation of patients (e.g. risk of falls, substance abuse). Available assessments have been standardized across Ontario following a survey of PS and CP programs across the province.
- Possibility to integrate scheduling of home visits by Community Paramedics and coordinate with circle of care.

The range of functionality available to CP programs is expected to be flexible to provide each program with the IT support it needs. The cost will be incurred by individual PS across Ontario.

3.8 Enablers and Barriers

3.8.1 Enablers

The CREMS program in Hamilton, ON, learned many lessons throughout the pilot phase of their referral program. Hamilton CREMS success was attributed largely to the strong partnership, commitment and collaboration with the local CCAC[24]. From the beginning of the program, program organizers aimed to strengthen the agencies' connections. The two key deliverables as indicators of success were (1) education and understanding of each provider's role and (2) appropriate information sharing between agencies to drive paramedic engagement[24]. One aspect of the referral program that was instrumental in achieving these deliverables was regular follow-up with the paramedic who made the referral in the first place. Through the

CCAC's commitment to providing paramedics with information regarding the outcome of the referral and services that resulted in their referral, paramedics were able to see the effect in real time, which encouraged growth and buy-in from front-line workers[24].

Paramedic buy-in was also noted as a key contributor to the success of the Renfrew County CP program. Through building a strong foundation of support and dedication among the front-line paramedics, the CP program was able to carry this momentum from the ground up. Representatives commented that it was the hard work of the front-line and community paramedics providing consistent, quality care that drove the growth of the program, creating a reputation that facilitated strong support from the community as well as healthcare providers[5].

In a qualitative study following the Long and Brier CP program's 3-year pilot, health care providers and management participants noted that key to the success of implementation was a strong organizational structure lead by NS-EHS, assistance from senior levels of government to advocate for the program's introduction and strong political support from key community members[57]. These were essential for not only advocating the need for a new model of care, but also for facilitating acceptance of the model among residents and health care professionals in the community[57]. These observations mirror those of Renfrew County, where the successful expansion of their CP programming is attributed to the strong support and commitment from the Chief and upper management of Renfrew PS[4].

In Hastings County where CP programming is a relatively new initiative, growth and buy-in of the program was attributed to a strong push to "get the word out there." Through meeting with Family Health Teams (FHT) to bring key lead physicians on board, support snowballed throughout the county as excitement for the new program heightened. Logistically speaking,

[5] Information gathered through conversation with representative from Renfrew County Community Paramedicine program in September 2015.

the ability to accept referrals from multiple sources was also viewed as an enabler in Hastings County. Through partnerships with the local CCAC, police services and mental health services, paramedics are able to refer patients to a variety of health and social programming, providing the right care, in the right place at the right time[6].

3.8.2 Barriers

Evidence from the Long and Brier Community Paramedicine program proved that implementing change in a rural community required enormous effort[57]. For residents, a major barrier to acceptance was a fear that increased paramedicine services would discourage a primary care presence on the island this perception changed over time however, as participants reported better care compared to a time when primary care was available[57]. This was also noted in Renfrew County, as many community members were unfamiliar with paramedics in this expanded role; many thought of front-line EMS workers as merely "ambulance drivers." Similarly, program leads in both Renfrew County and in NS-EHS, experienced difficulty in changing the perceptions of health care professional groups who greatly resisted program's implementation. In Renfrew County, this was overcome through education of the physicals and allied health at the FHTs regarding the education, training and scope of practice of community paramedics. This combined with consistently positive reviews and results of the programming had a massive positive effect on the perceptions of these resistant healthcare providers. This allowed community paramedicine initiatives to flourish with continued support throughout the healthcare community in Renfrew County.

In Hastings county, logistic factors were noted as some of the largest barriers upon the initiation of the CP program. From a data standpoint, the accuracy at which front-line paramedics were collecting and entering patient information into call reports has become an

[6] Information gathered through conversation with representative from Hastings County Community Paramedicine program in September 2015.

issue as Community Paramedics are not able to identify and contact patients who are flagged as in need of additional support. Additionally, as Hastings is working with a mostly aging, frail elderly and chronically ill sample, follow up to enroll patients in the evaluation program was complicated by the fact that some patients we no longer able to participate; some had passed away, some entered nursing home and some had moved out of the county. This should be considered for future evaluation studies in the City of Kingston and the County of Frontenac and time/resources should be allotted to compensate for this inevitable flux of patients in and out of the program[7].

[7] Information gathered through conversation with representative from Hastings County Community Paramedicine program in September 2015.

4.0 Recommendations

In this section, we summarize recommendations based on evidence from literature, conversations with community partners and through discussions at the Community Stakeholder Roundtable meeting.

4.1 Community Partner Roundtable Discussions

On October 19, 2015, representatives of key stakeholders in the County of Frontenac and the City of Kingston region met to discuss organizational and communication priorities for the implementation of a Community Paramedicine program in the City of Kingston and the County of Frontenac. See **Appendix C** for an agenda (**Item 1**) and full report of the meeting proceedings (**Item 2**).

Community stakeholders are instrumental in creating a framework for future community paramedicine initiatives, as well for ensuring the ongoing success of future CP programming upon implementation. **Table 11** lists these individuals and their organizational affiliations.

Table 11: Community Partners

Organization	Main Contact	Organizational Role
Queen's Centre for Studies in Primary Care	Mary Martin Jyoti Kotecha	Contracted to develop recommendations, communication plan and logic model based on literature review and consultation with community stakeholders
Frontenac Paramedic Services	Gale Chevalier Paul Charbonneau	Deputy Chief of Performance Standards
South East CCAC	Mary Kelly	Community Care Access Centre Client Services Manager
Queen's Family Health Team	Francine Janiuk	Primary Care – Family Health Team Nurse Manager
Queen's Family Health Team	Meg Gemmill	Physician, Assistant Professor
KFL&A Public Health	Rhonda Lovell	Falls and seniors programs Public

Organization	Main Contact	Organizational Role
		Health Nurse
Seniors Association of Kingston	Don Amos	Executive Director
SE LHIN	Ken Edwards	Executive Director
VON Canada	Melissa Dion	Manager of Assisted Living Services
Southern Frontenac Community Services	David Townsend	Executive Director
Northern Frontenac Community Services	Louise Moody	Executive Director
Rural Kingston Family Health Organization	Lynn Wilson	Administrator
Sharbot Lake Medical Centre	Peter Bell	Lead Physician

We recommend continuing relationships with these members to support the ongoing success of CP programming in the City of Kingston and the County of Frontenac.

4.2 Possible Program Opportunities for Frontenac PS

Based on research evidence summarized in this report, consultations with key stakeholders during the roundtable meeting, as well as ongoing strategic priorities set out by the MOHLTC and adopted by the SELHIN, **Table 12** outlines vulnerable populations identified as areas of opportunity to consider for future CP programs in the city of Kingston and the County of Frontenac.

Table 12: Areas of opportunity for future CP programming

Opportunity	Rationale	Suggested Input
Individuals with COPD	Higher rates and cost of providing ED, PS and hospital care to this population	Patient education and symptom monitoring through wellness clinics and home visits
Frail Elderly and others at elevated risk of falls	Fall-related ED visits 16% higher, hospitalizations 12% higher in SELHIN compared to	Implement Falls-prevention education through home-visits and referrals to CCAC. Involve

Opportunity	Rationale	Suggested Input
	Ontario	Public Health Unit falls prevention and OT through primary care as needed.
Individuals living with multiple and chronic disease	Higher rates and cost of providing ED, PS and hospital care to this population	Patient education and symptom monitoring through wellness clinics and home visits. Connect with primary care and HealthLinks to identify eligible program clients.
Palliative care patients and clients	Higher cost of care for this patient group, desire to stay at home for care among patients and family members	Supportive care and treatments in the home for clients, support for caregivers and families and work with community healthcare providers to complete end of life care plans.
Individuals with high PS/ED usage	Evidence from CP programming across Ontario supports up to 50% reduction in repeat PS/ED usage after implementation	Monitoring of symptoms through home visits and wellness clinics, referrals to CCAC to set up supportive services.

4.3 Overall program goals

The overall goals of CP programming in the City of Kingston and the County of Frontenac were discussed during the Stakeholder Roundtable meeting. Based on this, research evidence and strategic priorities in Ontario and the SELHIN, we propose overall program goals be to:

1. Support seniors and their families to promote healthy aging at home
2. Increase access to care for isolated seniors to promote independent living
3. Better coordinate appropriate services and supports for community members
4. Balance providing appropriate care with redaction of 911 calls and ED usage for ambulatory care sensitive conditions
5. Improve health of seniors living in the community
6. Provide on-site assessment and referral for vulnerable populations
7. Provide care planning, health care and monitoring for clients at the end of life

4.4 Program Recommendations

Clients are referred into the program from various streams (see process map, **Appendix C, item 1**). Implementation of a holistic, multiple component CP program is recommended over three phases.

4.4.1 Phase/Year One

Following additional dialogue with community partners to review the recommendations and referral pathways presented in this report, we recommend the following occur during this phase.

a) **Wellness Clinics.** Continue with wellness clinics on Wolfe Island. Carry out utilization analysis to determine best location for additional wellness clinics. Recruit and train peer volunteers to help run administrative side of wellness clinics and also to provide educational and social programming during clinc hours (e.g. exercise programs). Services should include:

1. Monitoring of patient-specific symptoms (e.g. respiratory status)
2. Monitoring of lifestyle parameters (eg. alcohol intake, smoking, nutrition counseling, exercise)
3. Answering questions and fielding concerns RE: medical issues
4. Referrals to and integration with primary care, including follow-up
5. Patient education for chronic disease management e.g. BP, blood sugar,
6. Wound care monitoring
7. Knowledge of available services in local community
8. Monitoring of mental health and coping
9. Engaging in: Group programs involving healthy activities such as exercise with integration of educational content
10. Flu shot clinics

b) **Referrals to supportive services by front-line and wellness clinic paramedics.** Implement referrals to the SECCAC, SAKR and primary care (see referral pathways in **Appendix D, Items 2-4**). For referrals to the SECCAC (**Item 2**), **Table 13** summarizes

proposed changes to the existing referral pathway being utilized in Hastings County (**item 2** numbered to correspond with the following):

Table 13: Proposed changes to existing referral pathway for Hasting County and the SECCAC

#	Current Process in Hastings	Proposed Change
1.	Patient signs consent for: • Data sharing from HPS to SECCAC so SECCAC can contact patient	Patient signs consent for: • Two-way data sharing with: CCAC, physician/FHT, FPS CP program, CSA • Evaluation (where applicable)
2.	No intervention or follow up for patient refusals of CCAC consent	Follow up by FS Community Paramedic at a later date (phone and/or in-person)
3.	HPS responders call Kingston Access line to make referral to SECCAC (includes Name, Health Card number, DOB, phone #)	I-pad or computer-based form is filled out by FPS responders and sent electronically to SECCAC – data is entered seamlessly to FPS database and SECCAC database
4.	No intervention or follow up for patient refusals of CCAC consent	Follow up by FS Community Paramedic at a later date (phone and/or in-person)
5.	Referral to community support agency (CSA) via telephone, no follow up	CCAC refers to CSA and copies FPS Community Paramedics. FPS follow up at later date (phone) to ensure support in place.
6.	No intervention or follow up for patient refusals of CSA services	Follow up by FS Community Paramedic at a later date (phone and/or in-person)
7.	SECCAC provides manually created annual report of HPS referral statistics (how many on service, existing clients)	SECCAC provides monthly reports (auto-generated by online system) of program statistics

c) **Home Visits by community paramedics.** Carry out home visits to those who have refused CCAC referrals at time of initial contact or upon contact with CCAC (evidence – 50% conversion rate in Toronto CREMS).

d) **Increased collaboration with Primary Care.** Establish communication with family physicians to increase collaboration between and among healthcare providers – either through online portal or fax.

4.4.2 Phase 2:

a) **Wellness Clinics.** Continue with existing wellness clinics, consider expansion if community feedback is positive.

b) **Referrals to supportive services by front-line and wellness clinic paramedics.** Continue referrals to SECCAC, SAKR and primary care using e-forms. Expand to include other relevant community programs (e.g. mental health services).

c) **Home Visits by community paramedics.** Implement scheduled and ad-hoc home visits to high users (ED, 911 calls), for those with chronic illnesses, palliative care patients and for transitional care following discharge from ED or hospital. Services should include:

1. Medication monitoring and reconciliation
2. Chronic disease self management (e.g. BP monitoring)
3. Transitional care following hospital discharge
4. Safety checks e.g. Checking house for falls risks
5. Education about where to go to seek appropriate care (e.g. 911, ED, hospital, primary care and urgent care centres)
6. End of life care planning and monitoring of changing client needs

d) **Electronic Patient Monitoring.** Use Code4Armour electronic medic alert bracelets for highest users to enable efficient determination of patient information upon paramedic contact.

4.4.3 Phase 3

a) Maintain wellness clinics, referrals and home visits as stated above.

b) **Remote Patient Monitoring.** Introduce remote patient monitoring for the highest users for proactive and preventative intervention and to decrease social and geographical isolation.

4.5 Organizational Structure Recommendations

a) **Establishment of a Steering Committee:** Evidence from CP programming in Ontario supports the establishment of a strong organizational structure to advocate and implement new models of CP programming. A steering committee should be established prior to implementation consisting of representatives from **Table 12** above. The committee should be lead by Frontenac Paramedic Services and should meet regularly during the early days of implementation, then hold regular monthly or bi-monthly meetings when the programming is stabilized. Additionally, there will be a need to establish several working groups to review and revise the communication pathways, and develop standardized client information collection forms.

b) **Establish a Project Coordinator:** This individual will be responsible for facilitating and strengthening communication between and among partner organizations, assist with program development and be the 'go-to' person when issues arise. The project coordinator will be instrumental during early implementation of each phase of the CP program.

4.6 Logic Model

Figure 3 presents the logic model for the proposed Community Paramedicine Healthy Aging Program in the City of Kingston and the County of Frontenac. It describes the resources, activities, associated outputs and the overarching goals of the program, supported by research evidence and through agreement during the Stakeholder's Roundtable Meeting. It reflects the recommendations provided in this report. A full-page version is provided in **Appendix E**.

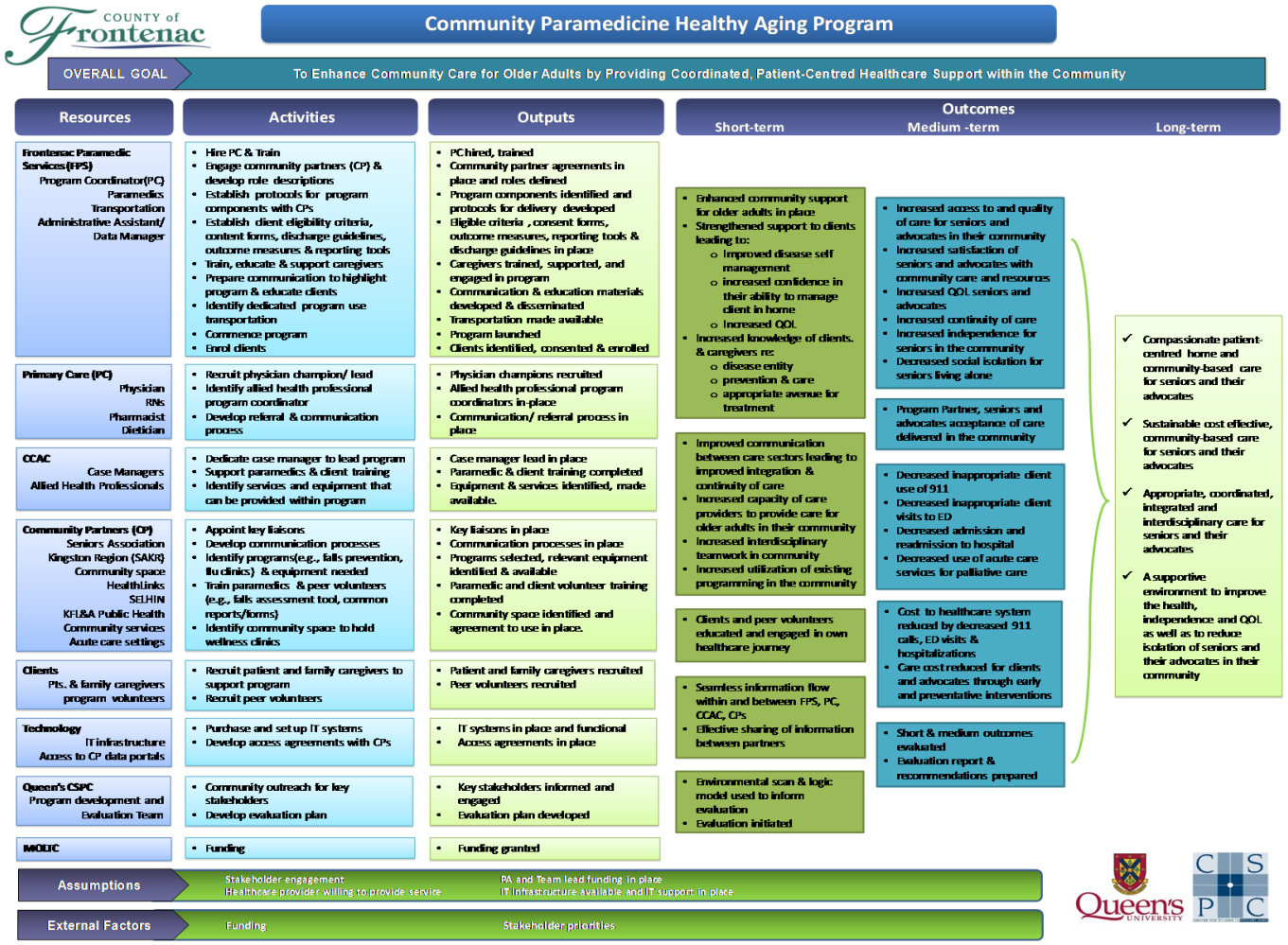


Figure 3: Logic Model for the Community Paramedic Healthy Aging Program in the City of Kingston and the County of Frontenac

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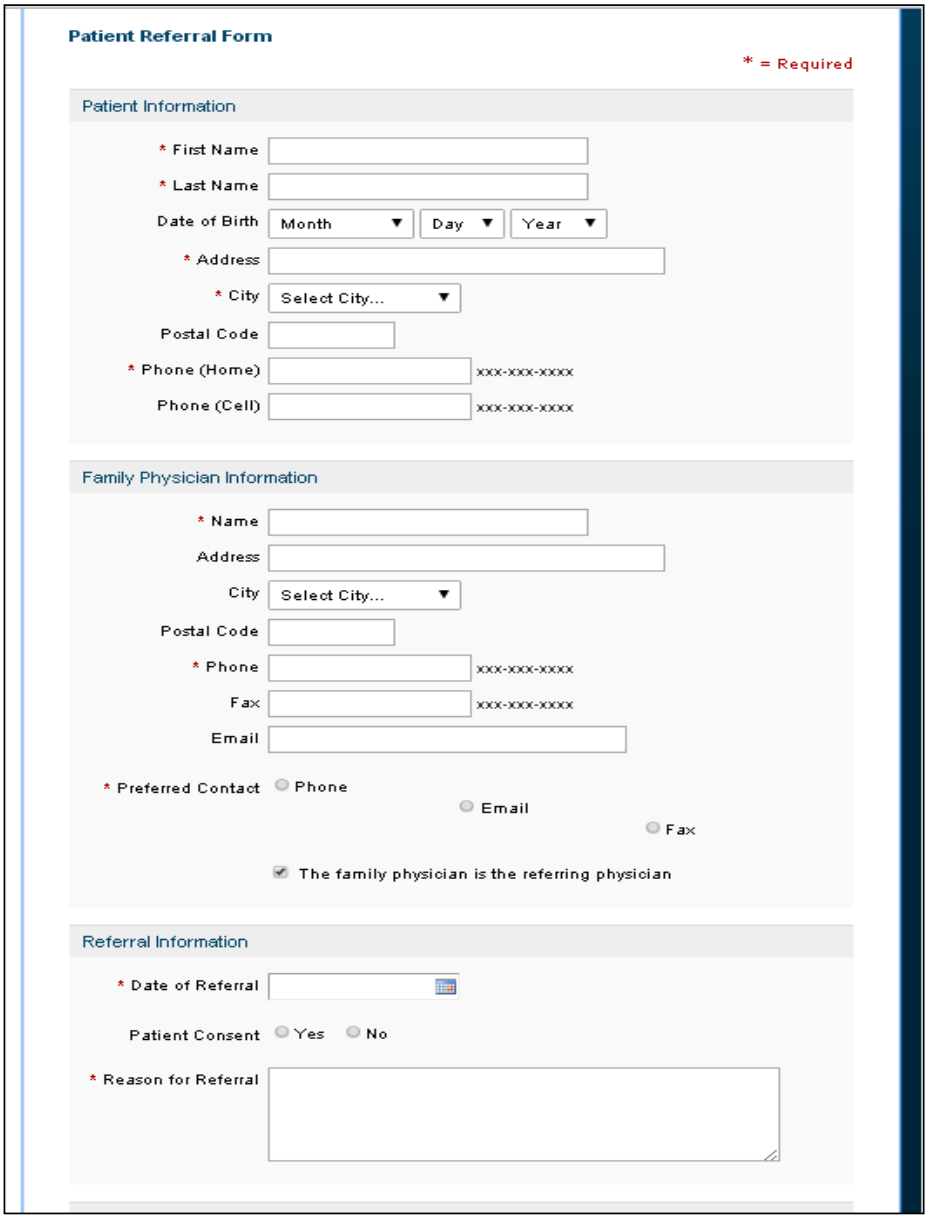
Appendix A - Additional Population Information

Item 1: SELHIN Sub-SELHIN Population distribution by age, 2007

SubLHIN	Total Population 2007	Percent of total population by age group		
		45-64	65-74	75+
North Hastings	12 440	33	12	9
Central Hastings	23 213	30	10	7
Quinte West	54 528	28	10	7
Belleville	49 188	26	9	9
Prince Edward County	26 232	32	13	9
Tyendinaga Napanee	24 188	28	9	7
Stone Mills Loyalist	23 512	30	9	5
Addington North/Central Frontenac	9 075	35	14	9
South Frontenac	17 854	33	7	5
Kingston & Islands	121 087	27	8	8
Gananoque Leeds	14 865	31	10	8
Rideau Lakes	11 062	34	13	8
Smith Falls Perth Lanark	35 852	31	9	9
Brockville	38 685	29	10	9
South East Leeds Grenville	19 258	30	9	6
Ontario	**12 803 900**	**27**	**7**	**6**
SELHIN	**481 039**	**29**	**9**	**8**

Appendix B - Sample Referral Forms

Item 1: Sample of online e-Form for Community Paramedicine Referrals in Wainfleet County



Patient Referral Form

* = Required

Patient Information

* First Name
* Last Name
Date of Birth Month Day Year
* Address
* City Select City...
Postal Code
* Phone (Home) xxx-xxx-xxxx
Phone (Cell) xxx-xxx-xxxx

Family Physician Information

* Name
Address
City Select City...
Postal Code
* Phone xxx-xxx-xxxx
Fax xxx-xxx-xxxx
Email
* Preferred Contact Phone Email Fax
The family physician is the referring physician

Referral Information

* Date of Referral
Patient Consent Yes No
* Reason for Referral

B-1

Item 2: Sample of fax-in form for Community Paramedicine Referrals in Wainfleet County

Revised May 2015

Community Paramedic Program
Patient Referral - Wainfleet

Niagara EMS
509 Glendale Ave. East, Niagara-on-the-Lake, L0S1J0
Phone: 905-984-5050
www.niagararegion.ca/ems

Fax referrals to: 905-704-4004

Patient information

First Name: _____ Last Name: _____

DOB (yyyy/mm/dd): _____

Address: _____ Postal Code: _____

City: _____

Phone (home): _____ Phone (cell): _____

Family Physician Information

Family Physician: _____ City: _____

Address: _____ Postal Code: _____

Phone: _____ Fax: _____

Date of Referral:

Patient consents to referral: Yes ☐ No ☐

Referring Physician or delegate (if referrer is not Family Physician)

Name: _____ City: _____

Address: _____ Postal Code: _____

Phone: _____ Fax: _____

Date of Referral:

Patient consents to referral: Yes ☐ No ☐

Referral Information

Reason(s) for referral:

Preferred to be contacted by:

☐ Email, if yes list:
☐ Phone
☐ Fax

Signature: _____

Niagara Region

For more information, visit www.niagararegion.ca/ems

Appendix C - Community Roundtable Discussion, October 19, 2015

Item 1: Stakeholder Roundtable Meeting Agenda

Agenda: Community Paramedicine in the City of Kingston and the County of Frontenac Stakeholders Meeting

Haynes Hall, 15 Clarence St. Kingston ON

October 19, 2015

1. Introduction to Community Paramedicine
    - Queen's Centre for Studies in Primary Care
    - Frontenac Paramedic Services

2. Program Goals
    - Brainstorm and prioritize:
        i. Overall program goals
        ii. Target populations

3. Resources and Activities
    - What resources and activities are required to meet the goals identified in (2)
    - Who is responsible for each activity?
    - What are new resources that are required and who will be responsible for these?

4. Communication Plan
    - Successful communication models in practice
    - Process maps of proposed communication pathways for Kingston and Frontenac
    - How can we optimize the process in the context of our region?

Item 2: Report of Roundtable Discussion Proceedings

COMMUNITY PARAMEDICINE IN THE CITY OF KINGSTON AND THE COUNTY OF FRONTENAC

COMMUNITY PARTNERS ROUNDTABLE HIGHLIGHTS

OCTOBER 19, 2015

REVISION O

Participants:

See participant list

In Association with:

Queen's University Executive Decision Centre

Facilitator: Erik Lockhart

Ph#: 613 533-6681

E-mail: elockhart@business.queensu.ca

Executive Summary

Attached are proceedings from the Community Partners Roundtable held on October 19, 2015.

The **purpose** of the session is to engage health care provider leads in the Kingston region to identify types of programs that could fit in with what is already going in the region to support healthy aging in the community and prevent avoidable ER visits/hospitalizations

Editor's Notes:

a. The symbol // or … indicates that two similar ideas have been merged together.
b. This document contains the meeting proceedings and is not intended as a "Final Report"

1.0 Potential Services

1.1 Home visitation

Home visitation programs - What services would be a part of this?

Pick SIX

Item	HOME VISITATION PROGRAMS - MOST IMPORTANT	Average	#votes/12
2	medication check ... Monitoring meds, med reconciliation, ability of person in home to manage the care etc.	1.00	12
1	chronic disease self management (e.g. BP monitoring)	0.83	10
3	discharge post visit to reduce re-admission ..Transitional care following hospital discharge	0.75	9
4	Safety checks e.g. Checking house for falls	0.75	9
10	Education about where to seek care e.g. go to the ER ..To Urgent Care Centre (e.g. HDH UCC)	0.75	9
6	identifying challenges to maintaining patient in home	0.58	7
11	monitor unstable high risk patients who be getting neglect / adequate care?	0.50	6
5	Mental health patients wellness checks ...talking to family to identify mental health status	0.33	4
13	Immunizations, vaccinations	0.25	3
7	prevent duplication of services (ensuring not >1 agency providing same thing)... clarify for pt the differences among roles	0.17	2
9	building a relationship to that person/family in the event that in the future it would assist the patient	0.08	1
8	identifying other services they are involved in or have been - changes	0.00	0
12	Venipuncture	0.00	0
14	Youth focussed services: addictions, mental health, etc.	0.00	0

1.2 Wellness Clinics

Wellness clinics - What services would be a part of this?
Pick SIX

Item	WELLNESS CLINICS - MOST IMPORTANT	Average	#votes/13
4	Monitoring of patient-specific symptoms (e.g. for worsening of peripheral edema or respiratory status)	0.77	10
1	Monitoring of lifestyle parameters (e.g. alcohol intake, smoking , nutrition counselling, exercise)	0.69	9
3	Answering questions and fielding concerns RE: medical issues	0.69	9
5	Referrals to and integration with primary care ... including followup	0.69	9
7	Patient education for chronic disease management e.g. BP, blood sugar,	0.62	8
2	Wound care monitoring	0.54	7
8	knowledge of available services in local community	0.46	6
6	Monitoring of mental health and coping	0.38	5
9	Engaging in: Group programs involving healthy activities such as exercise with integration of educational content	0.38	5
10	Flu shot clinics	0.38	5
12	building a supportive relationship to the individual (within group)	0.23	3
11	identifying issues at home - a careprovider's ability to cope, additional supports/aids needed, gathering context from support person	0.15	2

1.3 Referral Programs

What organizations should we considering referrals to? who should be included in the referral pathway?
Note: these are not ranked

1) Family Physicians

2) Community Support Services - with a paramedicine knowledge of CSS programs to help identify needs ... Meals on wheels

3) Social impacts (non AHP) e.g. SFCSC runs low income assistance a food security
3.1) Community Services Workers (through the LHIN/FHTs)

4) Mental health services e.g. Social workers

5) Senior's Association for social isolation, fitness programs, aquafit etc
5.1) Exercise groups

6) Referral to CCAC for assessment and care coordination/ navigation
6.1) Occupational therapy and Physiotherapy

7) Disease specific allied health- ex. diabetes/footcare clinic, COPD clinics

8) Public health for vaccinations

9) Falls prevention programming (via VON)

1.4 Other program categories

Note: these are not ranked

1) Recreational, social programs
2) Satellite cardiac rehab assistance
3) ER diversion program for seniors who end up in ER but don't really need ER but have no other options.
4) Remote patient monitoring of vitals
5) Transportation to medical and social appointments

2.0 Goals

Number of Contributions: 16

What should be the overall goals of these programs ?
Note: these are not ranked

1) Keep seniors at home safely and supported
1.1) healthy aging at home
1.2) allowing people to stay in their homes longer
1.3) Helping seniors to remain healthy at home

2) Independence: access to care for isolated seniors so they can continue to live independently

3) better coordination to appropriate services and supports ...right care in the right place -> appropriate utilization of health services ..improved integration of health and other services

4) To balance seniors receiving needed health care and services with reduction of ER visits for ambulatory sensitive conditions (e.g. to reduce inappropriate hospital visits).

5) improved health

6) Provide on-site assessment and referral for vulnerable populations.
6.1) Access to care: for vulnerable populations

3.0 Resources and Activities

3.1 Home visitation

Home visitation programs

Top ranked Services

1.1) medication check ... Monitoring meds, med reconciliation,
1.2) chronic disease self management (e.g. BP monitoring)
1.3) discharge post visit to reduce re-admission ..Transitional care following hospital discharge
1.4) Safety checks e.g. Checking house for falls
1.5) Education about where to seek care e.g. go to the ER, to urgent Care Centre

What resources and activities are required for these programs and services?

Who can provide these resources in the context of our region?

Health Links, CCAC (for resource portal), SE Health Line,

4) training, linkage to primary care and CCAC

5) linkage to pharmacist
5.1) Updated Medication Lists from Pharmacy

6) access to records
6.1) Paramedic access to and ability to add to the patient record.

7) coordination service
7.1) Coordinator to schedule visits
7.2) implementation coordination
7.3) Coordination and communication between municipality and LHIN (CCAC, Healthlinks, etc.)
7.4) IT Single access point for all available services ie: Web portal

8) client knowledge and health history
8.1) client/patient health history

9) medical education for paramedics
9.1) Increased specific training in geriatrics and mental health

10) Some types of programs will need physician oversite--eg medication administration, immunization

11) reliable access to primary care (e.g. for complications or further management of a worsening condition)

12) system to communicate information to other involved providers

13) Occupational Therapy related to safety checks

14) education materials for patients
14.1) knowledge of what is "out there" in the way of services and programs

15) re: hospital discharge follow-up: collaboration with hospital staff/primary care

16) common referral form

17) eqipment for vital monitoring

18) IT technology - e.g. tablets or laptops for onsite data collection

19) back-door linkage to other health care professionals

20) access and education about the use of tools related to monitoring e.g. falls assessment tool, mental health assessment tool

21) patient consent forms for data sharing between and among orgaizations

22) Permission for sharing of information

23) consultation re evidence-informed assessment tools, risk identification, patient education programs and materials, provider training, implementation support ie Canadian Falls Prevention Curriculum training for providers can establish this for fall prevention

3.2 Wellness Clinics

Wellness clinics - What services would be a part of this?

Top ranked Services
1.1) Monitoring of patient-specific symptoms (e.g. for worsening of peripheral edema or respiratory status)
1.2) Monitoring of lifestyle parameters (e.g. alcohol intake, smoking, nutrition counseling, exercise)

1.3) Answering questions and fielding concerns RE: medical issues
1.4) Referrals to and integration with primary care ... including followup
1.5) Patient education for chronic disease management e.g. BP, blood sugar,

Who can provide these resources in the context of our region?

Patient Advisory Committees, SCAN group in the north

What resources and activities are required for these programs?

4) Accessible location to hold clinic(s) WHO: Muni govts, current CSS programs
4.1) location of potential clinic and resources to house clinic's
4.2) site to deliver group activities
4.3) Identification of activities to hook up with ... where is best location to place clinics (easiest, most convenient, existing practices)

5) transportation to the clinic WHO: FTS
6) training awareness on available community programs WHO: HealthLinks, CCAC info referral specialists, ICART

7) strategy to communicate to the potential patients WHO: County Comms expert
7.1) List of available programs in the community currently (fill in gaps, understand overlaps)
7.2) Information package for patients

8) Permission forms for sharing of information WHO: Privacy officers?

9) volunteers to participate in program delivery WHO: volunteers

10) CNEO - all lab data from all sites go into central repository

11) identify other service providers who could collaborate, possibly outside health care sector
WHO: entire community service network

3.3 Other program categories

Note: these are not ranked

1) Recreational, social programs
2) Satellite cardiac rehab assistance

3) ER diversion program for seniors who end up in ER but don't really need ER but have no other options.
4) Remote patient monitoring of vitals
5) Transportation to medical and social appointments

What resources and activities are required for these programs?

Who can provide these resources in the context of our region?

8) In relation to Transportation-Accessible Transportation Vehicles?
9) IT infastructure

4.0 Communications

Suggestions regarding communication and referral pathways proposed
Note: these are not ranked

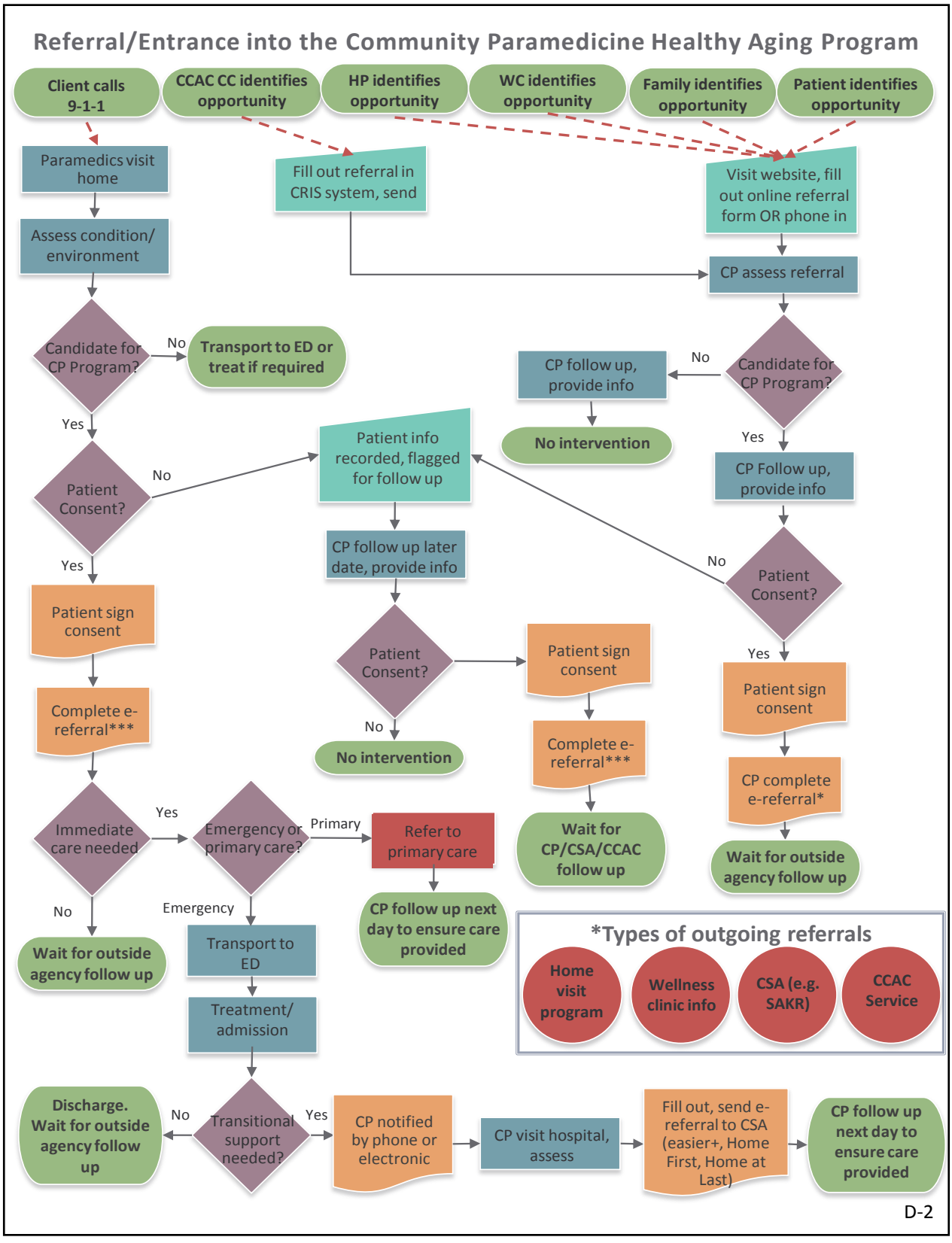
1) This is very HealthLinks location specific - comms pathways varies whether in Kingston or in the North
2) Paramedic services must liaise with various HealthLinks (at regional exec level and then within individual healthlinks)
3) Referrals to CCAC: speak to OACC on e-referrals process
4) FHT referral form: need to add a piece on 2 way comms btwn PC provider and paramedic
5) Note: in Northern Frontenac, there is alot of connections with Perth & Lanark so need to be broad in your connections and a system that is flexible in ability to respond
6) Need to determine what information / common reporting elements needs to be collected and communicated?
7) Forms: any new forms must be able to be incorporated into records system (medlist etc.)

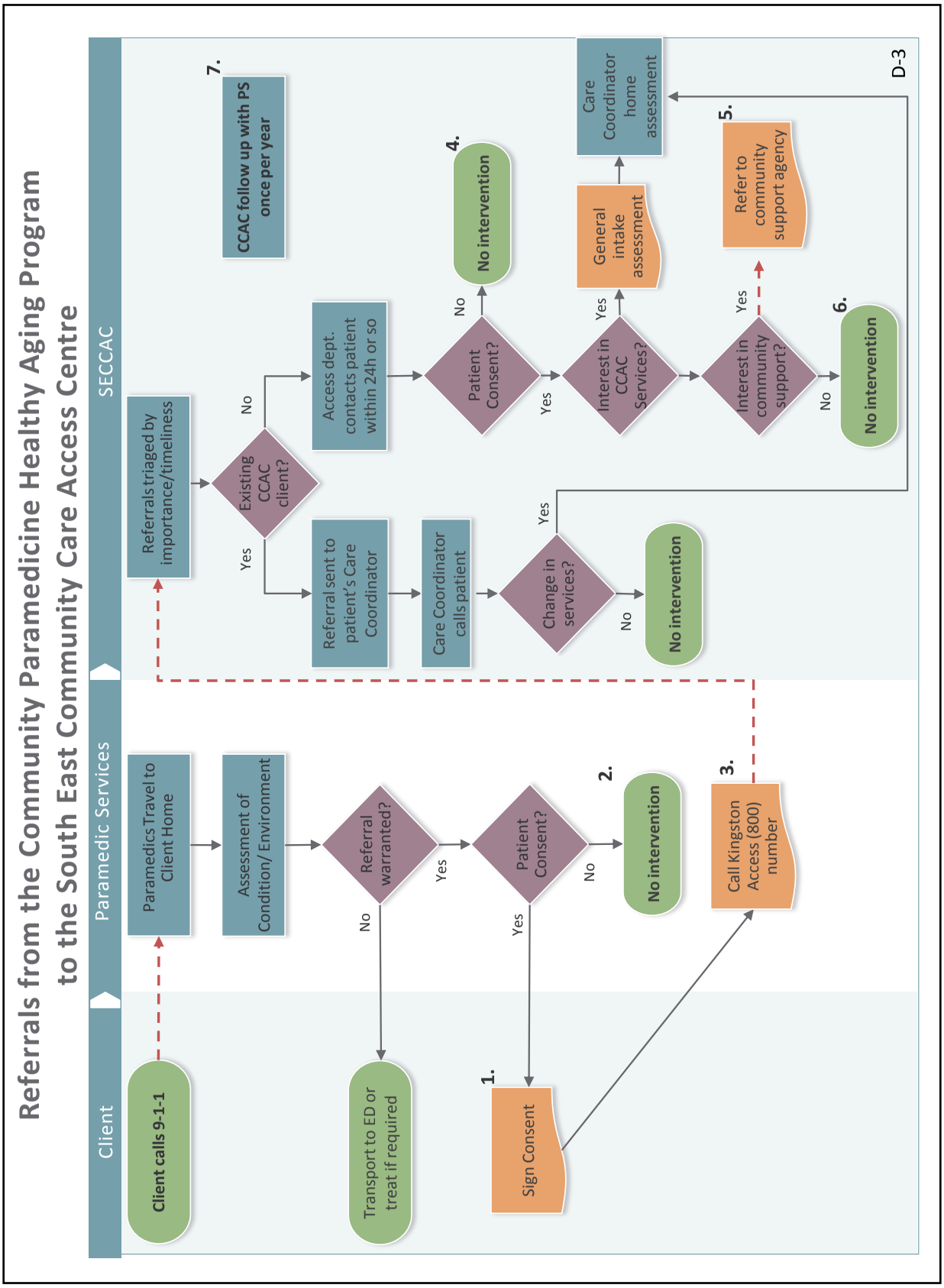
Suggestions for effective communications and referrals between organizations in our region

For more information on this process, please contact:
Erik Lockhart
elockhart@business.queensu.ca
ph# 613 533-6681

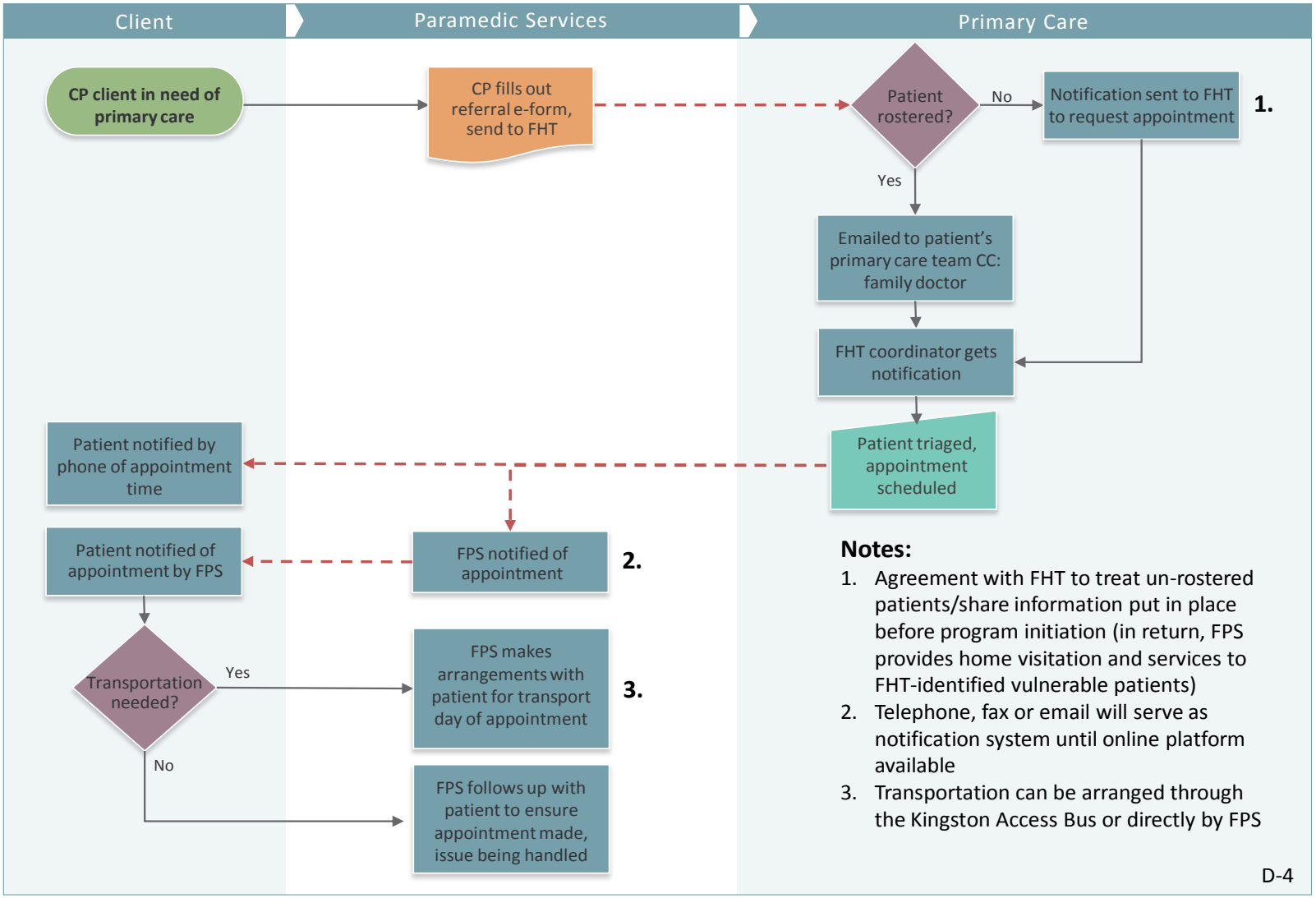
Appendix D - Process Maps for Referrals

Item 1:	*Referral/Entrance into the CP Program*	*D-2*
Item 2:	*Referrals from the CP program to the SECCAC*	*D-3*
Item 3:	*Referrals from the CP program to Primary Care*	*D-4*
Item 4:	*Referrals from the CP program to the SAKR*	*D-5*


Referral/Entrance into the Community Paramedicine Healthy Aging Program
Client calls 9-1-1
CCAC CC identifies opportunity
HP identifies opportunity
WC identifies opportunity
Family identifies opportunity
Patient identifies opportunity
Paramedics visit home
Assess condition/ environment
Fill out referral in CRIS system, send
Visit website, fill out online referral form OR phone in
CP assess referral
Candidate for CP Program?
No
Transport to ED or treat if required
Yes
Patient Consent?
No
Patient info recorded, flagged for follow up
CP follow up later date, provide info
Yes
Patient sign consent
Complete e-referral***
Patient Consent?
No
No intervention
Patient sign consent
Complete e-referral***
Wait for CP/CSA/CCAC follow up
CP follow up, provide info
No intervention
Candidate for CP Program?
No
Yes
CP Follow up, provide info
Patient Consent?
No
Yes
Patient sign consent
CP complete e-referral*
Wait for outside agency follow up
Immediate care needed
Yes
Emergency or primary care?
Primary
Refer to primary care
CP follow up next day to ensure care provided
No
Wait for outside agency follow up
Emergency
Transport to ED
Treatment/ admission
*Types of outgoing referrals
Home visit program
Wellness clinic info
CSA (e.g. SAKR)
CCAC Service
Discharge. Wait for outside agency follow up
No
Transitional support needed?
Yes
CP notified by phone or electronic
CP visit hospital, assess
Fill out, send e-referral to CSA (easier+, Home First, Home at Last)
CP follow up next day to ensure care provided
D-2


Referrals from the Community Paramedicine Healthy Aging Program to the South East Community Care Access Centre
Client
Paramedic Services
SECCAC
Client calls 9-1-1
Paramedics Travel to Client Home
Assessment of Condition/ Environment
Referral warranted?
No
Yes
Transport to ED or treat if required
Patient Consent?
Yes
No
1.
Sign Consent
2.
No intervention
3.
Call Kingston Access (800) number
Referrals triaged by importance/timeliness
Existing CCAC client?
Yes
No
Referral sent to patient's Care Coordinator
Care Coordinator calls patient
Change in services?
Yes
No
No intervention
Access dept. contacts patient within 24h or so
Patient Consent?
Yes
No
4.
No intervention
Interest in CCAC Services?
Yes
General intake assessment
Care Coordinator home assessment
Interest in community support?
Yes
5.
Refer to community support agency
No
6.
No intervention
7.
CCAC follow up with PS once per year
D-3

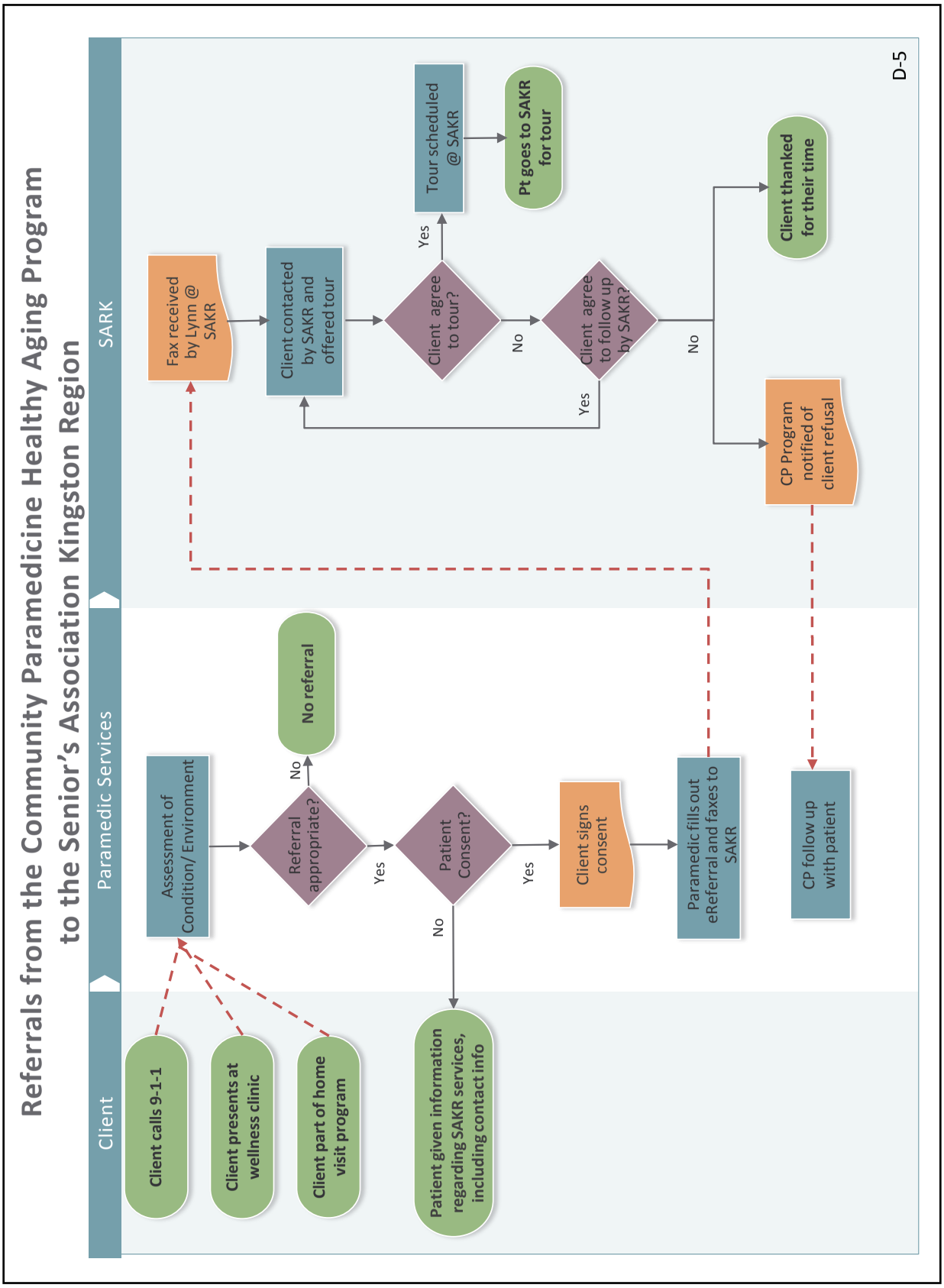
Referrals from the Community Paramedicine Healthy Aging Program to Primary Care



Notes:

1. Agreement with FHT to treat un-rostered patients/share information put in place before program initiation (in return, FPS provides home visitation and services to FHT-identified vulnerable patients)
2. Telephone, fax or email will serve as notification system until online platform available
3. Transportation can be arranged through the Kingston Access Bus or directly by FPS

D-4


Referrals from the Community Paramedicine Healthy Aging Program to the Senior's Association Kingston Region
Client
Paramedic Services
SARK
Client calls 9-1-1
Client presents at wellness clinic
Client part of home visit program
Assessment of Condition/ Environment
Referral appropriate?
No
No referral
Yes
Patient Consent?
No
Patient given information regarding SAKR services, including contact info
Yes
Client signs consent
Paramedic fills out eReferral and faxes to SAKR
CP follow up with patient
Fax received by Lynn @ SAKR
Client contacted by SAKR and offered tour
Client agree to tour?
Yes
Tour scheduled @ SAKR
Pt goes to SAKR for tour
No
Client agree to follow up by SAKR?
Yes
No
Client thanked for their time
CP Program notified of client refusal
D-5

Appendix E - Logic Model

Item 1: Logic Model for the Community Paramedicine Healthy Aging Program in the City of Kingston and the County of Frontenac E-2

Community Paramedicine Healthy Aging Program

OVERALL GOAL: To Enhance Community Care for Older Adults by Providing Coordinated, Patient-Centred Healthcare Support within the Community

Resources	Activities	Outputs	Outcomes: Short-term	Outcomes: Medium -term	Outcomes: Long-term
Frontenac Paramedic Services (FPS) Program Coordinator(PC) Paramedics Transportation Administrative Assistant/ Data Manager	• Hire PC & Train • Engage community partners (CP) & develop role descriptions • Establish protocols for program components with CPs • Establish client eligibility criteria, content forms, discharge guidelines, outcome measures & reporting tools • Train, educate & support caregivers • Prepare communication to highlight program & educate clients • Identify dedicated program use transportation • Commence program • Enrol clients	• PC hired, trained • Community partner agreements in place and roles defined • Program components identified and protocols for delivery developed • Eligible criteria , consent forms, outcome measures, reporting tools & discharge guidelines in place • Caregivers trained, supported, and engaged in program • Communication & education materials developed & disseminated • Transportation made available • Program launched • Clients identified, consented & enrolled	• Enhanced community support for older adults in place • Strengthened support to clients leading to: ○ Improved disease self management ○ increased confidence in their ability to manage client in home ○ Increased QOL • Increased knowledge of clients. & caregivers re: ○ disease entity ○ prevention & care ○ appropriate avenue for treatment	• Increased access to and quality of care for seniors and advocates in their community • Increased satisfaction of seniors and advocates with community care and resources • Increased QOL seniors and advocates • Increased continuity of care • Increased independence for seniors in the community • Decreased social isolation for seniors living alone	✓ Compassionate patient-centred home and community-based care for seniors and their advocates ✓ Sustainable cost effective, community-based care for seniors and their advocates ✓ Appropriate, coordinated, integrated and interdisciplinary care for seniors and their advocates ✓ A supportive environment to improve the health, independence and QOL as well as to reduce isolation of seniors and their advocates in their community
Primary Care (PC) Physician RNs Pharmacist Dietician	• Recruit physician champion/ lead • Identify allied health professional program coordinator • Develop referral & communication process	• Physician champions recruited • Allied health professional program coordinators in-place • Communication/ referral process in place		• Program Partner, seniors and advocates acceptance of care delivered in the community	
CCAC Case Managers Allied Health Professionals	• Dedicate case manager to lead program • Support paramedics & client training • Identify services and equipment that can be provided within program	• Case manager lead in place • Paramedic & client training completed • Equipment & services identified, made available.	• Improved communication between care sectors leading to improved integration & continuity of care • Increased capacity of care providers to provide care for older adults in their community • Increased interdisciplinary teamwork in community • Increased utilization of existing programming in the community	• Decreased inappropriate client use of 911 • Decreased inappropriate client visits to ED • Decreased admission and readmission to hospital • Decreased use of acute care services for palliative care	
Community Partners (CP) Seniors Association Kingston Region (SAKR) Community space HealthLinks SELHIN KFL&A Public Health Community services Acute care settings	• Appoint key liaisons • Develop communication processes • Identify programs(e.g., falls prevention, flu clinics) & equipment needed • Train paramedics & peer volunteers (e.g., falls assessment tool, common reports/forms) • Identify community space to hold wellness clinics	• Key liaisons in place • Communication processes in place • Programs selected, relevant equipment identified & available • Paramedic and client volunteer training completed • Community space identified and agreement to use in place.	• Clients and peer volunteers educated and engaged in own healthcare journey	• Cost to healthcare system reduced by decreased 911 calls, ED visits & hospitalizations • Care cost reduced for clients and advocates through early and preventative interventions	
Clients Pts. & family caregivers program volunteers	• Recruit patient and family caregivers to support program • Recruit peer volunteers	• Patient and family caregivers recruited • Peer volunteers recruited	• Seamless information flow within and between FPS, PC, CCAC, CPs • Effective sharing of information between partners		
Technology IT infrastructure Access to CP data portals	• Purchase and set up IT systems • Develop access agreements with CPs	• IT systems in place and functional • Access agreements in place		• Short & medium outcomes evaluated • Evaluation report & recommendations prepared	
Queen's CSPC Program development and Evaluation Team	• Community outreach for key stakeholders • Develop evaluation plan	• Key stakeholders informed and engaged • Evaluation plan developed	• Environmental scan & logic model used to inform evaluation • Evaluation initiated		
MOLTC	• Funding	• Funding granted			

Assumptions: Stakeholder engagement; Healthcare provider willing to provide service; PA and Team lead funding in place; IT Infrastructure available and IT support in place

External Factors: Funding; Stakeholder priorities

Report 2016-026

Information Report

To: Warden and Council of the County of Frontenac

From: Kelly Pender, Chief Administrative Officer

Prepared by: Lisa Hirvi, Interim Administrator, Fairmount Home

Date of meeting: March 16, 2016

Re: Fairmount Home – Quarterly Update Activity Report

Recommendation

This Report is for information purposes only.

Background

The following information is an update regarding the activities/challenges at Fairmount Home from October 1, 2015 to December 31, 2015 as well as significant updates in January 2016.

Comment

Medical Director Position

An expression of interest for the Medical Director position was advertised in November 2015, and interviews were conducted in early January 2016. Fairmount Home is pleased to announce Dr. Katherine Kilpatrick as the new Medical Director effective March 7, 2016. Thank you to Dr. Robert West who stepped in and filled the interim Medical Director/Attending Physician positions since December 2015 and for Dr. West's contributions to the Fairmount community over the years.

Enteric Outbreak

An enteric outbreak was declared on January 1, 2016 and ended on January 14, 2016. There were 19 residents affected as well as 11 staff members. Legislated reporting was completed to the required Ministries including the Ministry of Health & Long-Term Care (MOHLTC), Ministry of Labour (MOL) as well as Kingston, Frontenac, Lennox & Addington (KFLA) Public Health. The management and staff's expertise and professionalism in outbreak management was appreciated.

Ministry of Health & Long-Term Care Resident Quality Inspection (RQI)

Fairmount Home underwent its annual "unannounced" RQI beginning on January 18, 2016. The public version of the report is attached and has been posted at Fairmount Home for public review. It is also available on the Ministry of Health & Long-Term Care's Reports on Long-Term Care Homes website. Fairmount Home received no compliance

orders, no director referrals, no work and activity orders, six (6) written notifications and four (4) voluntary plans of correction. All recommendations contained in the report will be acted upon by management and staff. The inspection results are considered excellent within the long-term care community.

Quarterly Statistics (October 1, 2015 to December 31, 2015)

Measurable Statistic	Number of Occurrences	Comment
Number of new admissions	13	
Number of resident deaths	9	
Number of discharges to other facilities	4	
Number of MOHLTC critical incidents	1	Unfound allegation of improper care
Number of public health incidents (outbreaks)	1	October 23, 2015 - respiratory outbreak
Number of new WSIB Form 7	7	
Number of employees on prolonged short-term disability	9	
Number of employees on long-term disability	5	
Number of new CUPE grievances	0	
Staff changes:		
Employment ended	3	
Retirements	0	
Resignations	2	
Internal postings/hires	14	

Sustainability Implications

Not applicable

Financial Implications

Not applicable

Organizations, Departments and Individuals Consulted and/or Affected

Fairmount Home Management Team
Fairmount Staff
Frontenac County Staff
Residents
Volunteers

K104

Ministry of Health and Long-Term Care

Ottawa Service Area Office
Performance Improvement and Compliance Branch
Health System Accountability and Performance Division
347 Preston Street, 4th Floor
Ottawa ON K1S 3J4

Ministère de la Santé et des Soins de longue durée

Bureau régional de services de Ottawa
Direction de l'amélioration de la performance et de la conformité
Division de la responsabilisation et de la performance du système de santé
347, rue Preston, 4iém étage
Ottawa ON K1S 3J4

Ontario

Telephone/Téléphone: 613-569-5602
1-877-779-5559
Fax/Télécopieur: 416-327-4486

RECEIVED
FEB 8 - 2016
Fairmount Home

Date: February 05, 2016

To: Ms. Julie Shillington
Administrator
Fairmount Home for the Aged
President, Residents' Council
President, Family Council

Re: **Inspection #:** 2016_347197_0002
Report Date: January 29, 2016
Type of Inspection: Resident Quality Inspection

Enclosed is an ***Inspection Report - Public Copy*** for an inspection conducted under the *Long-Term Care Homes Act, 2007* (LTCHA) for the purpose of ensuring compliance with requirements under the LTCHA.

Individual envelopes addressed to the 'President, Residents' Council', and 'President, Family Council', must be distributed, unopened to the addressee.

This ***Inspection Report – Public Copy*** must be posted in the home, in a conspicuous and easily accessible location in accordance with the LTCHA, 2007, S.O. 2007, c.8, s.79 (1) and (2). A copy of the ***Inspection Report-Public Copy*** must be made available without charge upon request.

The report will also be on file with the Service Area Office, Performance Improvement and Compliance Branch, and posted on the Reports on Long-Term Care Homes website
http://www.health.gov.on.ca/en/public/programs/ltc/26_reporting.aspx

Ontario

Ministry of Health and Long-Term Care

Inspection Report under the Long-Term Care Homes Act, 2007

Ministère de la Santé et des Soins de longue durée

Rapport d'inspection sous la Loi de 2007 sur les foyers de soins de longue durée

Health System Accountability and Performance Division
Performance Improvement and Compliance Branch

Division de la responsabilisation et de la performance du système de santé
Direction de l'amélioration de la performance et de la conformité

Ottawa Service Area Office
347 Preston St Suite 420
OTTAWA ON K1S 3J4
Telephone: (613) 569-5602
Facsimile: (613) 569-9670

Bureau régional de services d'Ottawa 347 rue Preston bureau 420 OTTAWA ON K1S 3J4
Téléphone: (613) 569-5602
Télécopieur: (613) 569-9670

Public Copy/Copie du public

Report Date(s) / Date(s) du apport	Inspection No / No de l'inspection	Log # / Registre no	Type of Inspection / Genre d'inspection
Jan 29, 2016	2016_347197_0002	001090-16	Resident Quality Inspection

Licensee/Titulaire de permis

THE CORPORATION OF THE COUNTY OF FRONTENAC
2069 Battersea Road Glenburnie ON K0H 1S0

Long-Term Care Home/Foyer de soins de longue durée

FAIRMOUNT HOME FOR THE AGED
2069 Battersea Road R. R. #1 Glenburnie ON K0H 1S0

Name of Inspector(s)/Nom de l'inspecteur ou des inspecteurs

JESSICA PATTISON (197), AMBER MOASE (541), HEATH HEFFERNAN (622), WENDY BROWN (602)

Inspection Summary/Résumé de l'inspection

Ontario

Ministry of Health and Long-Term Care

Inspection Report under the Long-Term Care Homes Act, 2007

Ministère de la Santé et des Soins de longue durée

Rapport d'inspection sous la Loi de 2007 sur les foyers de soins de longue durée

The purpose of this inspection was to conduct a Resident Quality Inspection inspection.

This inspection was conducted on the following date(s): January 18-22, 25, 26, 2016

Six critical incident and complaint inspections were also completed concurrently with the Resident Quality Inspection.

During the course of the inspection, the inspector(s) spoke with the Administrator, the Director of Care, the Assistant Director of Care, the Environmental Manager, the Nurse Practitioner, the Food Service Manager, Registered Nurses, Registered Practical Nurses, Personal Support Workers, Dietary Aides, Activation staff, the Resident Council President, residents and their family members.

Inspectors conducted a full tour of the home, observed resident care including dining service and medication pass and reviewed resident health care records and relevant policies and procedures related to fall prevention, prevention of abuse and neglect, medication administration and tray service.

The following Inspection Protocols were used during this inspection:
Continence Care and Bowel Management
Dining Observation
Falls Prevention
Family Council
Hospitalization and Change in Condition
Infection Prevention and Control
Medication
Nutrition and Hydration
Personal Support Services
Prevention of Abuse, Neglect and Retaliation
Reporting and Complaints
Residents' Council
Responsive Behaviours
Skin and Wound Care
Sufficient Staffing

Ontario

Ministry of Health and Long-Term Care

Inspection Report under the Long-Term Care Homes Act, 2007

Ministère de la Santé et des Soins de longue durée

Rapport d'inspection sous la Loi de 2007 sur les foyers de soins de longue durée

During the course of this inspection, Non-Compliances were issued.

6 WN(s)
4 VPC(s)
0 CO(s)
0 DR(s)
0 WAO(s)

NON-COMPLIANCE / NON - RESPECT DES EXIGENCES	
Legend WN – Written Notification VPC – Voluntary Plan of Correction DR – Director Referral CO – Compliance Order WAO – Work and Activity Order	Legendé WN – Avis écrit VPC – Plan de redressement volontaire DR – Aiguillage au directeur CO – Ordre de conformité WAO – Ordres : travaux et activités
Non-compliance with requirements under the Long-Term Care Homes Act, 2007 (LTCHA) was found. (a requirement under the LTCHA includes the requirements contained in the items listed in the definition of "requirement under this Act" in subsection 2(1) of the LTCHA). The following constitutes written notification of non-compliance under paragraph 1 of section 152 of the LTCHA.	Le non-respect des exigences de la Loi de 2007 sur les foyers de soins de longue durée (LFSLD) a été constaté. (une exigence de la loi comprend les exigences qui font partie des éléments énumérés dans la définition de « exigence prévue par la présente loi », au paragraphe 2(1) de la LFSLD. Ce qui suit constitue un avis écrit de non- respect aux termes du paragraphe 1 de l'article 152 de la LFSLD.

Ontario

Ministry of Health and Long-Term Care

Inspection Report under the Long-Term Care Homes Act, 2007

Ministère de la Santé et des Soins de longue durée

Rapport d'inspection sous la Loi de 2007 sur les foyers de soins de longue durée

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WN #1: The Licensee has failed to comply with LTCHA, 2007 S.O. 2007, c.8, s. 6. Plan of care

Specifically failed to comply with the following:

s. 6. (7) The licensee shall ensure that the care set out in the plan of care is provided to the resident as specified in the plan. 2007, c. 8, s. 6 (7).

Findings/Faits saillants :

1. The licensee has failed to comply with LTCHA 2007, s. 6(7) in that the care set out in the plan of care for a resident was not provided as specified in the plan.

It was noted during dining observation on January 18, 2016 that resident #060 received a tray to their room during the lunch meal. On January 22, 2016, the resident was observed during the lunch meal.

The resident's current care plan indicated certain methods of positioning the resident for meal times, the level of assistance required and that the resident should be monitored.

On January 22, 2016, the following was observed at the lunch meal for resident #060:

1229 hours - lunch tray delivered by PSW #111 who encouraged the resident to eat and asked if he/she needed help.
1230 hours - PSW #111 left the resident's room.
1241 hours - Inspector observed resident, no staff have checked on resident since delivering the tray. The resident was not in an upright position and had to reach out and up for the tray as it was not positioned at the proper level.
1300 hours - no staff have checked on the resident since the tray was delivered at 1229 hours. Inspector went into the nursing office and spoke to PSWs #111 and #110.

PSW #111 was asked to come to resident #060's room. She indicated that the head of the resident's bed does not come up any further but acknowledged that the resident should be propped up better for eating. She used the two pillows behind the resident to put the resident in a more comfortable position. She also elevated the bed so that the tray was at a more comfortable level for the resident.

Both PSW #110 and #111 were asked what the home's process is for monitoring

resident's who eat in their rooms. PSW #110 indicated that they really do not have a process, they just look in as they are going by.

RPN #116 was interviewed and stated that resident #060 receives a tray once the residents in the dining room have gotten their food. She said that staff deliver the tray and then look in on the resident when bringing other residents back to their rooms. She stated that staff should ensure that the resident is upright and positioned well for eating.

The DOC indicated in an interview that resident #060 does not need someone to sit with him/her constantly but that staff should be monitoring the resident regularly during the meal and positioning him/her properly to eat as comfortably as possible. [s. 6. (7)]

Additional Required Actions:

VPC - pursuant to the Long-Term Care Homes Act, 2007, S.O. 2007, c.8, s.152(2) the licensee is hereby requested to prepare a written plan of correction for achieving compliance to ensure that the care set out in the plan of care specific to eating and tray service is provided to residents as specified in the plan, to be implemented voluntarily.

WN #2: The Licensee has failed to comply with O.Reg 79/10, s. 8. Policies, etc., to be followed, and records

Specifically failed to comply with the following:

s. 8. (1) Where the Act or this Regulation requires the licensee of a long-term care home to have, institute or otherwise put in place any plan, policy, protocol, procedure, strategy or system, the licensee is required to ensure that the plan, policy, protocol, procedure, strategy or system,
(a) is in compliance with and is implemented in accordance with applicable requirements under the Act; and O. Reg. 79/10, s. 8 (1).
(b) is complied with. O. Reg. 79/10, s. 8 (1).

Findings/Faits saillants :

1. The following finding is related to log 026368-15:

Ontario

Ministry of Health and Long-Term Care

Inspection Report under the Long-Term Care Homes Act, 2007

Ministère de la Santé et des Soins de longue durée

Rapport d'inspection sous la Loi de 2007 sur les foyers de soins de longue durée

The licensee has failed to comply with O. Reg. 79/10, s. 8(1)(b) in that the home's falls prevention and management policy related to a resident's fall was not complied with.

O. Reg. 79/10, s. 48 (1) states that every licensee of a long-term care home shall ensure that the following interdisciplinary programs are developed and implemented in the home:
1. A falls prevention and management program to reduce the incidence of falls and the risk of injury.

The home's policy at the time of the incident titled "Resident Falls" last revised December 15, 2014, indicates that if a resident falls an RN or RPN must assess the resident before he/she is moved.

On a specified date, resident #051 was unsafely transferred in the shower room and as a result, the resident slipped and fell onto his/her right side. The resident was then transferred into a wheelchair by two staff immediately after the fall.

PSW's #114 and #115 both indicated when interviewed that they notified RPN #112 of the incident with resident #051, but not until after the resident was moved. . [s. 8. (1) (a),s. 8. (1) (b)]

2. The licensee has failed to ensure that any plan, policy, protocol, procedure, strategy or system instituted or otherwise put in place is complied with.

O. Reg. 79/10, s. 131(6)(d)states that where a resident of the home is permitted to administer a drug to himself or herself under subsection (5), the licensee shall ensure that there are written policies to ensure that residents who do so understand the necessity for safekeeping of the drug by the resident where the resident is permitted to keep the drug on his or her person or in his or her room under subsection (7).

Ontario

Ministry of Health and Long-Term Care

Inspection Report under the Long-Term Care Homes Act, 2007

Ministère de la Santé et des Soins de longue durée

Rapport d'inspection sous la Loi de 2007 sur les foyers de soins de longue durée

Review of the home's policy # MM11 Self Administration of Medication dated July 1. 2011 states:
The residents' competency will be considered and the safety of other residents that may be in close proximity.
The resident must also understand the necessity for safekeeping of the drug by the resident when they are permitted to keep the drug in their room.

On January 21 and 26, 2016, Inspector #622 observed that resident #058 had a bottle of a specified medication sitting on their over-bed table.

On January 22 and 26, 2016, Inspector #622 observed multiple medication dosettes on the bedside table immediately to the left side of resident #059's doorway.

On January 21, 2016, Inspector #622 interviewed resident #058 who revealed he/she keeps the bottle of medication on top of the over-bed table.

On January 22, 2016, Inspector #622 interviewed resident #059 who stated he/she could not remember why they keep the medication in their room but thinks it is because they really aren't medications. Resident #059 revealed not knowing how they would safeguard the medications.

During an interview on January 21, 2016, Inspector #622 asked the Registered Practical Nurse (RPN) #117 if any residents self-administer medications here in the home and she confirmed resident #058 administers a medication which is kept at the resident's bedside. The RPN #117 was not aware of the homes expectation for the safekeeping of medication in a resident's room or if a policy exists.

In an interview with the Assistant Director of Care (ADOC) on January 22, 2016 she revealed she went to the rooms of the two residents, #058 and #059, who were noted to self-administer medications. The ADOC agreed the medications of resident #059 were in close proximity to the doorway. There was a resident two doors down that wanders but that resident comes out to look for staff assistance only and neither she nor staff had concern for resident safety. This practice has been done since resident #059 was admitted and is how the resident handled medications at home. She agreed she could look at other ways for storage of the medications for resident #059 but stated it is resident #059's room. The ADOC was also aware that resident #058's medication was being kept on top of the over bed table. Further during the interview, the ADOC

confirmed the home's policy states that the resident is to understand the necessity for safekeeping of the drug by the resident when they are permitted to keep medications in their room.

Therefore, the medications being kept in resident #058 and #059's rooms, that self-administer their own medications, have not been safekept by the residents according to the home's policy. [s. 8. (1) (b)]

3. On January 21, 2016, Inspector #622 observed that resident #058 had a bottle of a specified medication sitting on the over-bed table in the resident's room. The medication was not labeled with the resident's name.

Interviews with the Assistant Director of Care (ADOC) on January 21, 2016 revealed the practice in the home, although not written in their policy, is to label medications with the resident's name when using emergency medications. The ADOC stated the medication was pulled from the emergency stock earlier in the week when the resident ran out of that particular medication and it should have been labeled with the resident's name when it was pulled.

On January 26, 2016, Inspector #622 observed that resident #058 continued to have the bottle of medication sitting on the over-bed table in the resident's room, which was not labeled with the resident's name.

Interview with the Director of Care (DOC) on January 26, 2016, confirmed the regular practice in the home when using medications from the emergency stock would be to label with the resident's name when the medication is put into use.

Therefore, the staff did not comply with the established protocol for labeling medications in the home. [s. 8. (1) (b)]

Ontario

Ministry of Health and Long-Term Care

Inspection Report under the Long-Term Care Homes Act, 2007

Ministère de la Santé et des Soins de longue durée

Rapport d'inspection sous la Loi de 2007 sur les foyers de soins de longue durée

Additional Required Actions:

VPC - pursuant to the Long-Term Care Homes Act, 2007, S.O. 2007, c.8, s.152(2) the licensee is hereby requested to prepare a written plan of correction for achieving compliance to ensure that the home's policies and procedures related to falls prevention and the self-administration of medications are complied with, to be implemented voluntarily.

WN #3: The Licensee has failed to comply with O.Reg 79/10, s. 36. Every licensee of a long-term care home shall ensure that staff use safe transferring and positioning devices or techniques when assisting residents. O. Reg. 79/10, s. 36.

Findings/Faits saillants :

1. The following finding is related to log 026368-15:

The licensee has failed to comply with O. Reg. 79/10, s. 36 in that a resident was transferred using unsafe transferring techniques.

On a specified date, resident #051 had been showered and needed to be transferred out of the shower chair. The resident's care plan at the time indicated that the resident requires two staff side by side for this type of transfer. The Critical Incident Report submitted by the home indicates that PSW #114 and PSW #115 were planning to transfer the resident when PSW #115 went to get gloves on and in the interim, the resident was transferred by one staff. The resident then slipped and fell onto his/her right side. A bump and a forming bruise were apparent on the resident. The two PSWs then transferred the resident back into his/her chair.

An interview with the DOC and the investigation by the home confirmed that resident #051 was unsafely transferred by staff and sustained an injury as a result. [s. 36.]

Ontario

Ministry of Health and Long-Term Care

Inspection Report under the Long-Term Care Homes Act, 2007

Ministère de la Santé et des Soins de longue durée

Rapport d'inspection sous la Loi de 2007 sur les foyers de soins de longue durée

Additional Required Actions:

VPC - pursuant to the Long-Term Care Homes Act, 2007, S.O. 2007, c.8, s.152(2) the licensee is hereby requested to prepare a written plan of correction for achieving compliance to ensure that safe transferring techniques are used when assisting residents, to be implemented voluntarily.

WN #4: The Licensee has failed to comply with O.Reg 79/10, s. 73. Dining and snack service

Specifically failed to comply with the following:

s. 73. (1) Every licensee of a long-term care home shall ensure that the home has a dining and snack service that includes, at a minimum, the following elements: 8. Course by course service of meals for each resident, unless otherwise indicated by the resident or by the resident's assessed needs. O. Reg. 79/10, s. 73 (1).

Findings/Faits saillants :

Ontario

Ministry of Health and Long-Term Care

Inspection Report under the Long-Term Care Homes Act, 2007

Ministère de la Santé et des Soins de longue durée

Rapport d'inspection sous la Loi de 2007 sur les foyers de soins de longue durée

1. The licensee failed to ensure that meals are served course by course unless otherwise indicated by the resident or the resident's assessed needs.

On January 18, 2016, Inspector #541 conducted an observation of the lunch meal service in a specific dining room.

Residents #056 and #057 were observed to be eating their soup while their entrée of sandwich and salad was placed on the table next to their soup. Resident #056 was observed trying to eat the entrée while it remained off to the side of the place setting.

On January 20, 2016, Inspector #541 was in the dining room during the lunch meal and noted resident #026 to be eating the soup while the entrée of baked beans was placed next to the resident.

On January 22, 2016, another observation of the lunch meal service was completed in the same dining room. Resident #054 had soup in front of him/her, PSW #104 approached resident with the entrée, asked if the resident was done eating the soup to which resident did not reply. PSW then moved the resident's soup to the side of the place setting and left the entrée in front of the resident. A few moments later resident #054 was observed trying to eat from the soup bowl but was having difficulty as it was not placed in front of the resident. Resident #055 was observed to be eating soup while an entrée of mashed potatoes and gravy and a sandwich was left beside the resident.

The care plans and diet roster was reviewed for residents #026, 054, 055, 056 and 057 and there is no indication the residents were assessed to require their meal courses served at the same time.

On January 22, 2016, the Food Service Manager #113 was interviewed. FSM #113 indicated the expectation is that all residents are to be served course by course unless their plan of care indicates otherwise. [s. 73. (1) 8.]

Ontario

Ministry of Health and Long-Term Care

Inspection Report under the Long-Term Care Homes Act, 2007

Ministère de la Santé et des Soins de longue durée

Rapport d'inspection sous la Loi de 2007 sur les foyers de soins de longue durée

Additional Required Actions:

VPC - pursuant to the Long-Term Care Homes Act, 2007, S.O. 2007, c.8, s.152(2) the licensee is hereby requested to prepare a written plan of correction for achieving compliance to ensure that resident meals are served course by course, unless otherwise indicated by the resident or the resident's assessed needs, to be implemented voluntarily.

WN #5: The Licensee has failed to comply with LTCHA, 2007 S.O. 2007, c.8, s. 20. Policy to promote zero tolerance

Specifically failed to comply with the following:

s. 20. (2) At a minimum, the policy to promote zero tolerance of abuse and neglect of residents,
(a) shall provide that abuse and neglect are not to be tolerated; 2007, c. 8, s. 20 (2).
(b) shall clearly set out what constitutes abuse and neglect; 2007, c. 8, s. 20 (2).
(c) shall provide for a program, that complies with the regulations, for preventing abuse and neglect; 2007, c. 8, s. 20 (2).
(d) shall contain an explanation of the duty under section 24 to make mandatory reports; 2007, c. 8, s. 20 (2).
(e) shall contain procedures for investigating and responding to alleged, suspected or witnessed abuse and neglect of residents; 2007, c. 8, s. 20 (2).
(f) shall set out the consequences for those who abuse or neglect residents; 2007, c. 8, s. 20 (2).
(g) shall comply with any requirements respecting the matters provided for in clauses (a) through (f) that are provided for in the regulations; and 2007, c. 8, s. 20 (2).
(h) shall deal with any additional matters as may be provided for in the regulations. 2007, c. 8, s. 20 (2).

Findings/Faits saillants :

Ontario

Ministry of Health and Long-Term Care

Inspection Report under the Long-Term Care Homes Act, 2007

Ministère de la Santé et des Soins de longue durée

Rapport d'inspection sous la Loi de 2007 sur les foyers de soins de longue durée

1. The following finding is related to log 026368-15:

The licensee has failed to comply with LTCHA 2007, s. 20(2) in that their policy to promote zero tolerance of abuse and neglect of residents does not contain an explanation of the duty under section 24 of the Act to make mandatory reports.

The home's policy titled "Residents - Zero Tolerance for Resident Abuse and Neglect" last revised April 16, 2013 (reviewed November 2015) states the following:

Page 4 of 6 - "Any person may report witnessed or suspected abuse to any of the following:..."
Page 5 of 6 - "Section 24 of the Act requires reporting of the alleged, suspected or witnessed abuse or neglect. MOHLTC has provided homes with decision trees (Appendix 1) which are intended to guide homes to appropriate report. The Administrator and Director of Resident Care will review the decision tree and report as appropriate. In cases where reporting is deemed not to be necessary, documentation will be kept on file. For details on how to report refer Reporting of Critical Incidents and Mandatory Reports Policy (ADM-07)."

The policy does not indicate that immediate reporting is required when staff witness or suspect abuse or neglect.
The policy does not mention the other mandatory reports outlined in section 24:
- Improper or incompetent treatment or care of a resident that resulted in harm or a risk of harm to the resident
- Unlawful conduct that resulted in harm or a risk of harm to a resident
- Misuse or misappropriation of a resident's money
- Misuse or misappropriation of funding provided to a licensee under this Act or the Local Health System Integration Act, 2006. [s. 20. (2)]

WN #6: The Licensee has failed to comply with O.Reg 79/10, s. 97. Notification re incidents

Ontario

Ministry of Health and Long-Term Care

Inspection Report under the Long-Term Care Homes Act, 2007

Ministère de la Santé et des Soins de longue durée

Rapport d'inspection sous la Loi de 2007 sur les foyers de soins de longue durée

Specifically failed to comply with the following:

s. 97. (1) Every licensee of a long-term care home shall ensure that the resident's substitute decision-maker, if any, and any other person specified by the resident,
(a) are notified immediately upon the licensee becoming aware of an alleged, suspected or witnessed incident of abuse or neglect of the resident that has resulted in a physical injury or pain to the resident or that causes distress to the resident that could potentially be detrimental to the resident's health or well-being; and
(b) are notified within 12 hours upon the licensee becoming aware of any other alleged, suspected or witnessed incident of abuse or neglect of the resident. O. Reg. 79/10, s. 97 (1).

Findings/Faits saillants :

Ontario

Ministry of Health and Long-Term Care

Inspection Report under the Long-Term Care Homes Act, 2007

Ministère de la Santé et des Soins de longue durée

Rapport d'inspection sous la Loi de 2007 sur les foyers de soins de longue durée

1. The following finding is related to log 026368-15:

The licensee has failed to comply with O. Reg. 97(1)(a) in that a resident's SDM (substitute decision-maker) was not immediately notified upon becoming aware of the alleged incident of neglect of a resident that resulted in a physical injury to the resident.

O.Reg. 79/10, s. 5 defines neglect as the failure to provide a resident with the treatment, care, services or assistance required for health, safety or well-being, and includes inaction or a pattern of inaction that jeopardizes the health, safety or well-being of one or more residents.

On a specified date, when resident #051 was receiving a shower the resident was transferred by one staff, even though the resident's care plan at the time indicated that the resident should be a two person side by side transfer. The resident sustained an injury as a result of this transfer and this was reported to RPN #112.

During an interview with PSW #114 on January 25, 2016, she indicated that the resident's SDM was not notified of the incident immediately.

Review of the progress notes indicates that the resident's SDM was not notified of the incident until five days after it occurred.

The DOC stated in an interview that RPN #112 should have called the resident's SDM when the incident occurred but did not. She indicated that she called the resident's SDM as soon as she became aware of the incident. [s. 97. (1) (a)]

Ontario

Ministry of Health and Long-Term Care

Inspection Report under the Long-Term Care Homes Act, 2007

Ministère de la Santé et des Soins de longue durée

Rapport d'inspection sous la Loi de 2007 sur les foyers de soins de longue durée

Issued on this 29th day of January, 2016

Signature of Inspector(s)/Signature de l'inspecteur ou des inspecteurs

Original report signed by the inspector.

Report 2016-027

Information Report to council

To: Warden and Council Members of the County of Frontenac

From: Kelly J. Pender, Chief Administrative Officer

Prepared by: Marian VanBruinessen, Director of Corporate Services/Treasurer

Date of meeting: March 16, 2016

Re: Corporate Services – Four Month Attendance Management Report Card

Recommendation

This report is for information only.

Background

The County of Frontenac expects regular attendance at work from all employees. Since June 2013, when staff identified the challenge of increasing sick time, regular reports have been provided to Council.

In June 2015 staff presented a report to Council outlining the intent for reporting moving forward.

Comment

Key Performance Indicator (KPI)

Given the lack of directly comparable absenteeism statistics, the County's best measure is its own KPI.

The County's KPI objective will be to bring this indicator to 80% of employees meeting the target. The County's attendance targets are based on a rolling 12 month average and were developed based on industry comparators.

Attendance Targets

Paramedics (OPSEU) – no more than 12 days in a 12 month period
Nursing (CUPE 2290) – no more than 10 days in a 12 month period
Non-Nursing/ Marine Services/ Non-union – no more than 7 days in a 12 month period

The detail found in Table 3 reveals that Corporate Services[1], Fairmount Home (FMT) non-union and Emergency and Transportation Services (ETS) Non-Union are currently meeting the key performance indicator. However some progress seems to have been made over the last period.

Percentage staff meeting Attendance Target

	Period 1	**Period 2**	**Period 3**
Corporate Services – CUPE 2290	100.0%	80.0%	90.0%
Corporate Services – Non-union	83.3%	83.3%	83.33%
ETS OPSEU	62.5%	65.4%	58.23%
ETS Non-union	53.3%	56.3%	82.35%
FMT CUPE 2290 Nursing	61.1%	64.2%	67.03%
FMT CUPE 2290 Non-Nursing	68.9%	86.7%	72.50%
FMT Non-union	100.0%	100.0%	80.0%
Marine Services CUPE109	56.3%	56.3%	66.67%

Due to the small number of employees in some departments, one or two employees can have a significant impact on the percentages.

[1] Corporate Services includes the Planning and Economic Development Department

Cost of Absence Comparison

	2014	2015
Corporate Services	$10,343	$10,244
Fairmount	$284,246	$253,744
Frontenac Paramedic Serv.	$574,020	$537,383
Marine Services	$24,453	$21,184
Total	$893,062	$822,555

Although Fairmount non-nursing and non-union staff, as well as OPSEU have shown a decrease in staff meeting the attendance target over the last period, the overall cost to the Corporation has gone down in 2015 from 2014.

Charts A-D

A review of Charts A to D reveals that although during the period the trend seems to be going down for Marine Services and Corporate Services, Fairmount has escalated slightly through the period, and Frontenac Paramedic Services has remained at a relative plateau.

At Fairmount there was an increase in absenteeism in the last quarter due to reported physical and mental illnesses. Several staff had a medical diagnosis that required time off for a surgery. It is anticipated no further time off will be required from these individuals.

Resident behaviours can cause stress and injury which then affects staff absenteeism.

In December there seems to be a peak in Frontenac Paramedic Services, which can be partially explained by a virus that seemed to strike suddenly even requiring that Paramedics go home partway through their shift due to symptoms. The virus seemed to last for about 3-4 days. Paramedics are exposed to these outbreaks often and are encouraged to stay home until the period they can pass this on to patients is past.

Alternate Work

Alternate work is only provided if and when there is sufficient meaningful and purposeful work for the employee to perform, not necessarily work that was budgeted. Factors considered are the individual's precautions/limitations and the number of other employees on accommodated work who may have similar precautions, making the volume of available suitable work scarce.

Those on alternate work are not reflected in the absenteeism statistics.

Mitigation

In the previous report staff committed to providing Council with mitigation strategies if there is not a marked improvement in the absenteeism trends.

Fairmount management staff are investigating and meeting with employees with repeat absences and if patterns are apparent a physician's note is required for any illnesses. Those who receive Step 2 or 3 letters are required to meet with the Occupational Health Nurse and management meet with individuals at Step 4 or 5 of the attendance program.

At Frontenac Paramedic Services the Employee Attendance Awareness Program (EAAP) was re-introduced in its revised format during the January to April 2015 period. After an arbitration hearing and consultation period with OPSEU Local 462 over 2013. During 2014, the program was trialed and revised to ensure understanding. Supervisors are responsible, on a regular basis to monitor and discuss attendance with their platoon (15 employees). During May meetings were held with employees who did not meet the goals of 12 days in a 12 month period. Twelve (12) employees filed grievances regarding their individual circumstances and the grievances have been moved forward to an arbitration hearing.

County Council approved the recommendation to contract with a Disability Management company to actively manage some of the more complex absenteeism cases for which Managers and Directors have neither the skill nor time. These cases are being identified and will be forwarded to a contractor in the next month. Staff continue to seek improvements in the handling of sick time.

Sustainability Implications

It is acknowledged that costs related to attendance management are challenging. Management is pursuing attendance management programs and the audit of its processes to ensure that it can mitigate the financial impact.

Financial Implications

Absenteeism has a direct impact on the County's budget and staffing levels. With ongoing attendance management, it is the expectation of managers to continuously improve employee attendance which will result in substantial savings, increased productivity and morale.

The replacement costs related to absenteeism are identified in Table 3.

The cost of Alternate Work in Frontenac Paramedic Services to the end of December is $127,549 and Fairmount Home $13,847, wages only.

Organizations, Departments and Individuals Consulted and/or Affected

Susan Brant, Deputy Treasurer
Bonnie Carter, Occupational Health Nurse
Fairmount Home
Emergency & Transportation Services (Frontenac Paramedic Services)
Emergency & Transportation Services (Marine Services)

Table 1: County of Frontenac Labour Force

Department	Service	Total # Employees	Average Age
Non-union Staff	All Departments	34	50.42
Fairmount Home and Corporate Services	CUPE Local 2290	194	41.52
Emergency and Transportation Services	Frontenac Paramedic Services (OPSEU Local 462)	147	38.79
	Marine Services (CUPE Local 109)	17	50.96
County of Frontenac Total		392	41.87

Table 2: Occupational Health September 2015 - December 2015*

	Fairmount	ETS	Corporate Services
	#cases		
Hospitalization	5	3	0
Chronic Conditions	2	4	0
Non Occupational injury	3	3	0

Employees are not required to divulge the reason for their absence. These numbers are based on information that has been shared with the Occupational Health Nurse.

Hospitalization is any illness or condition that requires hospitalization – i.e. surgery

Chronic is any condition that will never go away but can be managed with treatment. These will flare up and remain as is or worsen with time such as multiple sclerosis, arthritis, mental health illness, substance abuse, cancer, chronic dermatitis, etc. Chronic conditions may require a few days off every few months for treatments, periods of absence periodically for weeks at a time such as if they are exacerbated seasonally, or occasional extended periods of absence.

Non-occupational illness/injury are cases of illness, injury or medical conditions of both a physical and psychological nature incurred by an employee outside of his/her work.

Table 3a: Absenteeism Targets Period 3 - September - December 2015

September – December 2015	Corporate Services Non Union Staff Target 7 Days	Corporate Services CUPE 2290 Union Staff Target 7 Days	ETS OPSEU 462 Paramedic Staff Target 12 Days	ETS Staff and Non-Union Staff Target 7 Days	Fairmount Non Union Staff Target 7 Days	Fairmount CUPE 2290 Nursing Staff Target 10 Days	Fairmount CUPE 2290 Non Nursing Staff Target 7 Days	ETS CUPE 109 Marine Services Staff Target 7 Days
Total Employees	12	10	78	16	4	95	45	9
# of Sick Employees	6	8	70	7	1	54	20	7
% Employees with No Absences	50.00%	20.00%	11.39%	58.82%	80.00%	40.66%	50.00%	22.22%
% Employees who are over Target	16.67%	10.00%	41.77%	17.65%	20.00%	32.97%	27.50%	33.33%
% Employees who are meeting Target	83.33%	90.00%	58.23%	82.35%	80.00%	67.03%	72.50%	66.67%
Cost of Absenteeism**	$0	$0	$191,829	$2771	$0	$76,284	$29,494	$9,353

Total employees are those full-time (and part-time within Fairmount) who are eligible for sick time compensation
sick employees – any sick related time off

**Cost of absenteeism - The incremental cost related to the estimated replacement cost at regular rate (not overtime) is provided.

Table 3b: Absenteeism Targets Period 2 - May - August 2015

May – August 2015	Corporate Services Non Union Staff Target 7 Days	Corporate Services CUPE 2290 Union Staff Target 7 Days	ETS OPSEU 462 Paramedic Staff Target 12 Days	ETS Staff and Non-Union Staff Target 7 Days	Fairmount Non Union Staff Target 7 Days	Fairmount CUPE 2290 Nursing Staff Target 10 Days	Fairmount CUPE 2290 Non Nursing Staff Target 7 Days	ETS CUPE 109 Marine Staff Target 7 Days
Total Employees	12	10	78	16	4	95	45	9
# of Sick Employees	5	9	77	15	2	61	31	8
% Employees with No Absences	58.3%	10.0%	1.3%	0.0%	50.0%	35.8%	31.1%	11.1%
% Employees who are over Target	16.7%	20.0%	34.6%	43.8%	0.0%	35.8%	13.3%	44.4%
% Employees who are meeting Target	83.3%	80.0%	65.4%	56.3%	100.0%	64.2%	86.7%	55.6%
Cost of Absenteeism**	$0	$6,416	$165,358	$21,198	$0	$51,860	$11,090	$5,110

Total employees are those full-time (and part-time within Fairmount) who are eligible for sick time compensation
sick employees – any sick related time off

**Cost of absenteeism - The incremental cost related to the estimated replacement cost at regular rate (not overtime) is provided.

Table 3c: Absenteeism Targets Period 1 - January - April 2015

January – April 2015	Corporate Services Non Union Staff Target 7 Days	Corporate Services CUPE 2290 Union Staff Target 7 Days	ETS OPSEU 462 Paramedic Staff Target 12 Days	ETS Staff and Non-Union Staff Target 7 Days	Fairmount Non Union Staff Target 7 Days	Fairmount CUPE 2290 Nursing Staff Target 10 Days	Fairmount CUPE 2290 Non Nursing Staff Target 7 Days	ETS CUPE 109 Marine Staff Target 7 Days
Total Employees	12	10	78	16	4	95	45	9
# of Sick Employees	6	9	78	15	1	92	42	8
% Employees with No Absences	50.00%	10.0%	0.0%	0.0%	75.0%	3.2%	6.7%	11.1%
% Employees who are over Target	16.67%	10.0%	37.5%	43.8%	0.0%	38.9%	31.1%	55.6%
% Employees who are meeting Target	83.33%	100.0%	62.5%	56.3%	100.0%	61.1%	68.9%	44.4%
Cost of Absenteeism**	$0	$4,003	$166,154	0	$0	$86,134	$12,412	$8,508

Total employees are those full-time (and part-time within Fairmount) who are eligible for sick time compensation
sick employees – any sick related time off

**Cost of absenteeism - The incremental cost related to the estimated replacement cost at regular rate (not overtime) is provided.

Charts A to D

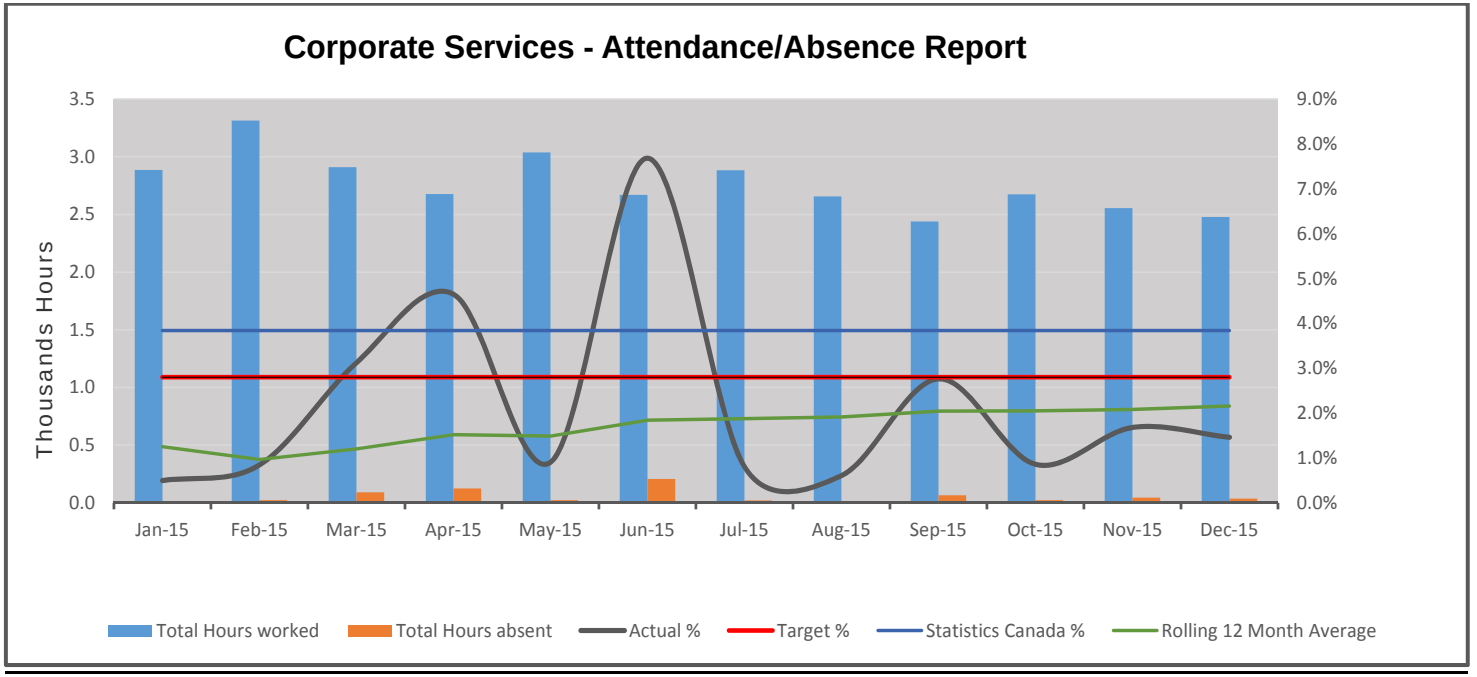
Comparability with Statistics Canada data should be reviewed understanding that

- Statistics Canada only reports the work absence statistics for full-time employees and County data includes both full and part-time employees for Fairmount.
- Statistics Canada uses the National Occupational Classifications for Statistics (NOC-S). This more accurately represents the Health Care sector. Under the North American Industry Classification System (NAICS) health care and social services are lumped together. The NAICS provides the opportunity to look at local government and transportation.
- Days lost per worker are calculated based on an inactivity rate and incidence of absence. The County reflects days of actual days of absence
- Statistics are provided for own illness, accident, disability or other health-related reason.

Chart Definitions

- Total hours worked – in period – for Fairmount this includes part time employees eligible for sick time.
- Total hours absent – related to short term disability illness, disability or other health related reason. Does not include those off on long term disability.
- Rolling 12 month% = hours absent/hours worked (includes paid and unpaid hours absent) for 12 month period. January 15 to December 15 provides an accurate rolling average.
- Actual % = hours absent/hours worked (includes paid and unpaid hours absent)
- Target % = target hours absent/hours worked (see Attendance targets above).
- Statistics Canada % = Statistics Canada worker absenteeism/ days worked (differs local government, health and transportation categories)

Chart A Corporate Services Attendance January 2015 to December 2015



Rolling 12 month average % = includes paid and unpaid sick leave – Jan 15 - Dec 15 – used annual average

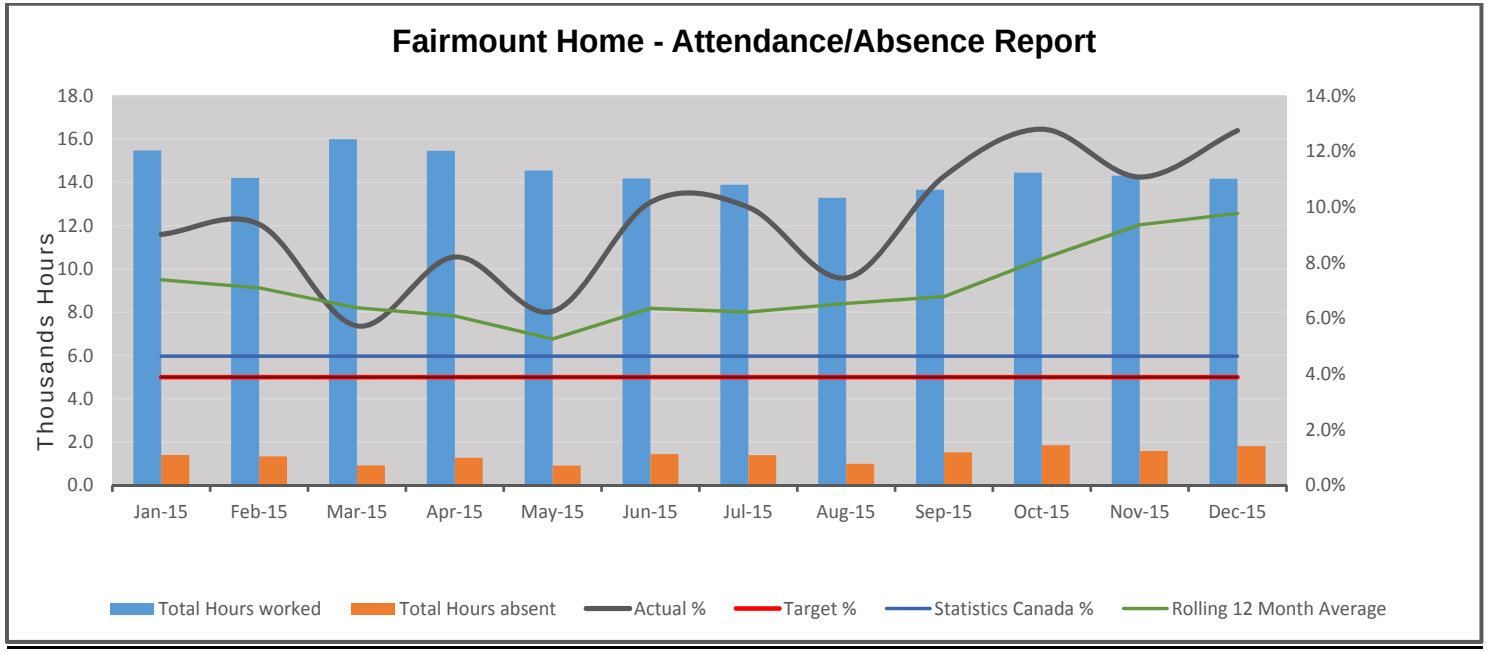
Actual % = includes paid and unpaid sick leave

Target % = 7 days/number of days worked = 2.8%

2014 Statistics Canada % = 9.6 days/number of days worked = 3.8%

Local government and other boards

CHART B Fairmount Home Attendance January 2015 to December 2015



Rolling 12 month average % = includes paid and unpaid sick leave – Jan 15 -Dec 15 – used annual average

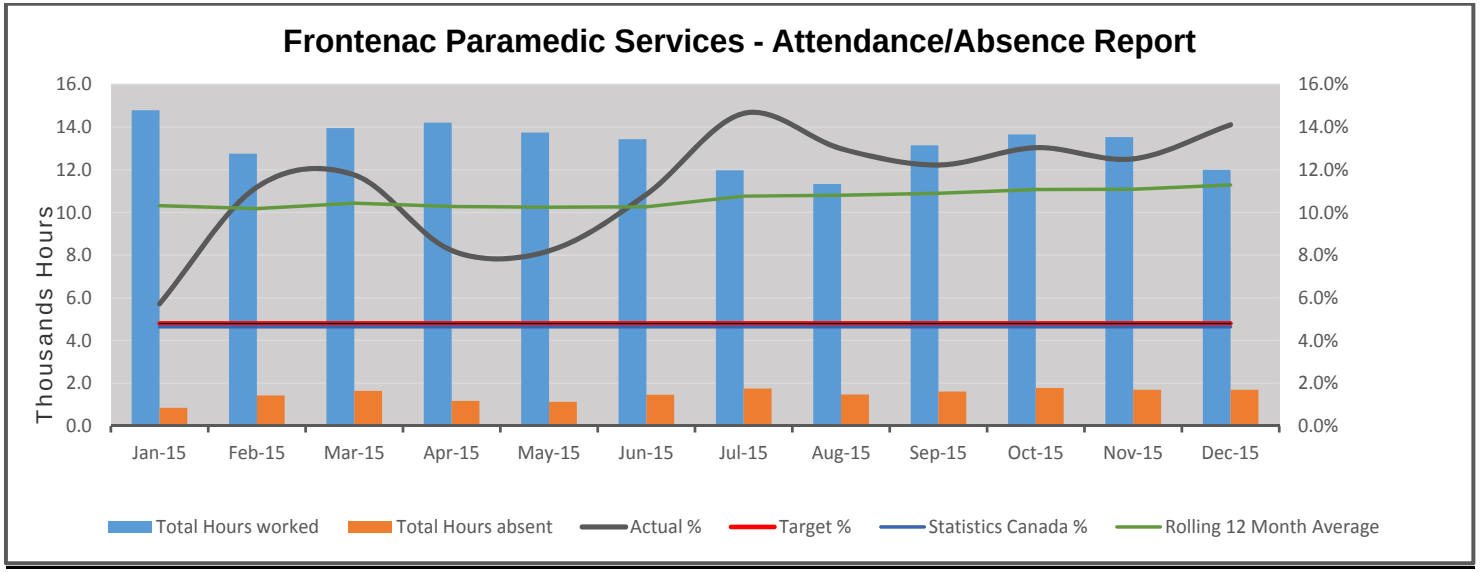
Actual % = includes paid and unpaid sick leave

Target % = 10 days/number of days worked = 3.6%

2014 Statistics Canada % Health Sector* = 11.6 days/number of days worked = 4.6%

*This category includes occupations concerned with providing health care services directly to patients and occupations that provide support to professional and technical staff. Includes professional (Doctors, Nurses), technical (Lab Assistants) and assistants in health care (Paramedics)

Chart C Emergency Services (Frontenac Paramedic Services) Attendance January 2015 to December 2015



Rolling 12 month average % = includes paid and unpaid sick leave – Jan 15 - Dec 15 – used annual average

Actual % = includes paid and unpaid sick leave

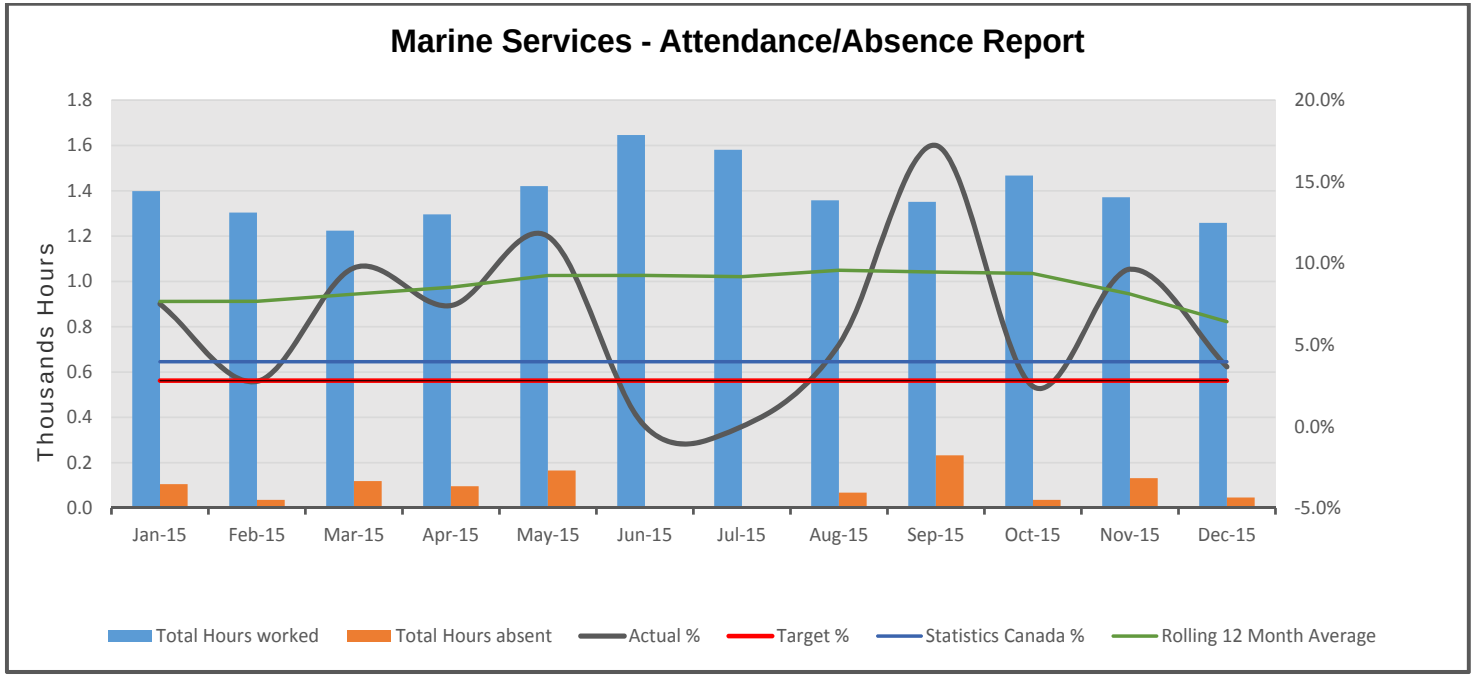
Target % = 12 days/number of days worked = 6.2%

2014 Statistics Canada % = 11.6 days/number of days worked = 4.6%

Health sector*

*This category includes occupations concerned with providing health care services directly to patients and occupations that provide support to professional and technical staff. Includes professional (Doctors, Nurses), technical (Lab Assistants) and assistants in health care (Paramedics)

Chart D Transportation Services (Marine Services) Attendance January 2015 to December 2015



Rolling 12 month average %	= includes paid and unpaid sick leave – Jan15-Dec 15 – used annual average
Actual %	= includes paid and unpaid sick leave
Target %	= 7 days/number of days worked = 3.8%
2014 Statistics Canada %	= 9.9 days/number of days worked = 4.0%

Report 2016-033

Council Information Report

To: Warden and Council Members of the County of Frontenac

From: Kelly J. Pender, Chief Administrative Officer

Prepared by: Angelique Tamblyn, Executive Assistant, Corporate Services

Date of meeting: March 16, 2016

Re: Corporate Services – 2015 Remuneration and Reimbursement of Expenses to Council Members and Non-Council Appointees Report

Recommendation

This Report is for information purposes only.

Background

Section 284 (1) of the *Municipal Act, 2001 S.O. 2001, Chapter 25,* states:

> The treasurer of a municipality shall in each year on or before March 31 provide to the Council of the municipality an itemized statement on remuneration and expenses paid in the previous year to,
>
> (a) each member of Council in respect of his or her services as a member of the Council or any other body, including a local board, to which the member has been appointed by Council or on which the member holds office by virtue of being a member of Council;
>
> (b) each member of Council in respect of his or her services as an officer or employee of the municipality or other body described in clause (a); and
>
> (c) each person, other than a member of Council, appointed by the municipality to serve as a member of any body, including a local board, in respect of his or her services as a member of the body. 2001, c. 25, s. 284 (1).

On February 18, 2015 County Council adopted By-law No. 2015-0010 being a by-law to adopt the estimates for the sums required during the year 2015 for the purposes of the

County of Frontenac and to establish rates to be levied for same against the Townships of Frontenac Islands, South Frontenac, Central Frontenac and North Frontenac.

Comment

By-law No. 2015-0042 outlined the remuneration to be paid to Councillors and Non-Council Appointees of the County as well as attendance at conferences and training opportunities

The following charts provide an itemized statement on remuneration and expenses paid in 2015 to members of Council and persons appointed by Council to serve on Boards and Committees.

Compensation as Council Member or Appointee includes base remuneration plus all per diems/expenses for attendance at other Board and Committee meetings, miscellaneous meetings and conference attendance.

Council Members	Compensation as Council Member or Appointee	Conference Training/Travel Expenses (excludes per diem and mileage) and Other Expense	Mileage HST included	Total
	$	$	$	$
Tom Dewey	6,461	2,686	2,457	11,604
*Denis Doyle (Warden)	19,314	11,637	4,940	35,891
Ron Higgins	5,861	3,786	2,328	11,975
*John Inglis	5,561	3,510	3,189	12,260
John McDougall	7,436	2,707	1,903	12,046
Natalie Nossal	6,461	3,313	1,147	10,921
Frances Smith (Deputy Warden)	8,812	3,906	3,609	16,327
Ron Vandewal	6,504	2,502	617	9,623

* Includes 2014 expenses that were submitted and reimbursed in 2015. Amounts related to 2015, but paid in 2016 are not included.

Council remuneration includes representation on the following Boards and Committees.

Denis Doyle (Warden)	Joint Accessibility Advisory Committee Community Development Advisory Committee Seniors Housing Task Force Sustainability Advisory Committee Trails Advisory Committee 150th Anniversary Advisory Committee KFL&A Public Health Board RULAC
Frances Smith (Deputy Warden)	Seniors Housing Task Force Housing and Homelessness Advisory Committee RULAC
Tom Dewey	Joint Accessibility Advisory Committee Trails Advisory Committee
Ron Higgins	Community Development Advisory Committee Sustainability Advisory Committee
John Inglis	Algonquin Land Claim Municipal Advisory Committee
John McDougall	Joint Accessibility Advisory Committee Community Development Advisory Committee Seniors Housing Task Force Sustainability Advisory Committee Trails Advisory Committee Rideau Corridor Landscape Strategy Steering Committee RULAC
Natalie Nossal	150th Anniversary Advisory Committee Frontenac County Youth Justice Advisory Committee
Ron Vandewal	Kingston Frontenac Public Library Board

Joint Accessibility Advisory Committee	Per Diem	Mileage HST included	Total
	$	$	$
Neil Allen	225	72	297.00
Francine Arsenault	150	29.76	179.76
Margaret Knott	150	55.20	205.20
Kurt Halliday	75	0	75.00
Ed Schlievert	75	88.32	163.32

Community Development Advisory Committee	Mileage HST included
	$
Robert Clinton	48.00
Barrie Gilbert	33.60
Betty Hunter	234.24
Tracy John	48.00
Wilma Kenny	48.00
Darwyn Sproule	0

Sustainability Advisory Committee	Mileage HST included
	$
Tracy John	48.00
Barrie Gilbert	36.48
Don Ross	50.88
David Hahn	134.40

Trails Advisory Committee	Mileage HST included
	$
Joan Hollywood	64.32

150th Anniversary Advisory Committee	Mileage HST included
	$
Pat Barr	336
Gary Davison	96.00
Phil Leonard	156.00
Tasha Lloyd	110.40
Barbara Sproule	758.40
Jim Vandenhoek	144.00
David Woodman	168.00

Library Board	Per Diem	Mileage HST included	Total
	$	$	$
Paige Cousineau(2014) paid in 2015	975	1517.76	2492.76
Wilma Kenny (2014) paid in 2015	1425	432+ 200 other expenses	2057.00
John Purdon	600	614.40	1214.40
Annie Peace-Fast	675	368.16	1043.16

Sustainability Implications

Governance – appropriate stewardship of County resources.

Financial Implications

Amounts paid to County Council and other Board and Committee members were within budget.

Organizations, Departments and Individuals Consulted and/or Affected

Marian VanBruinessen, Director of Corporate Services/ Treasurer

Susan Brant, Deputy Treasurer

Patti Bellemore, Financial Analyst

Jannette Amini, Manager of Legislative Services/Clerk

Council Information Report

Report 2016-037

To:	Warden and Council Members of the County of Frontenac
From:	Kelly J. Pender, Chief Administrative Officer
Prepared by:	Joe Gallivan, Director of Planning and Economic Development Reid Shepherd, Community Planner
Date of meeting:	March 16, 2016
Re:	**Planning and Economic Development – Dog Lake Plan of Condominium – County File # 10CD-2016/001**

Recommendation

This report is for information purposes only.

Background

The County of Frontenac is responsible for granting subdivision and condominium approvals. The purpose of this report is add a step of openness and transparency to both Council and the public by keeping each informed of all applications and developments within the County once they have been received and have been deemed to be "complete" under the requirements of the *Planning Act*.

Comment

A formal application for Plan of Condominium has been submitted to the County by Mr. Barry Campbell. County staff deemed the application complete on February 29, 2016. The lands, which are accessed from Wellington Street in South Frontenac Township, are located east of the hamlet of Battersea and situated along the western shore of Dog Lake and described as Part of Lots 15, 16 and 17, Concession 9, Geographic Township of Storrington, Township of South Frontenac, County of Frontenac. An aerial photo of the site is attached to this report as Appendix A.

The application proposes to create 18 lots for single-family dwelling construction and 3 blocks for common open space/parkland. As part of the application, the following studies were submitted to the County:

- Complete Application Form
- Planning Justification Report
- Environmental Impact Assessment
- Hydrogeological Report (including servicing statements)

- Stormwater Management Report
- Archaeological Assessment Report

The application is now in the circulation stage to the Township, Conservation Authority, and other agencies such as Bell Canada and Hydro One for comment. These agencies will provide advice to the County on technical issues and provide conditions of draft approval should the development be approved by County Council.

At the request of the County, a public meeting will be held on behalf of the County by the Township of South Frontenac Council where the applicant and interested members of the public will be provided with an opportunity to present their comments. A member of the public may also make a written submission at any time prior to the decision by County Council. During this process, there is the potential for the applicant to revise the plans and supporting studies pending as a result of agency and public comments.

Financial Implications

The required fee to process an application for Draft plan of subdivision in the amount of $3000, along with the required $5000 deposit has been paid to the County by the proponent.

Sustainability Implications

One of the key focus areas of Directions for Our Future, the County's Sustainability Plan, is the Protection of Natural Areas. The plan recognizes that the Frontenacs are unique due to the rich natural environment found here and that the protection of lakes is a crucial component in protecting our natural resources.

Organizations, Departments and Individuals Consulted and/or Affected

Township of South Frontenac
Commenting Agencies

COUNTY of Frontenac

DOG LAKE CONDOMINIUM



Legend

- Right of Way
- Dog Lake Lots
- Parcel Fabric

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Rideau Corridor Landscape Strategy Steering Committee #23
February 25, 2016 Council Chambers, Town Hall, Perth
Report, John Mcdougall, County of Frontenac

1. **Planner's Group Progress Report**

The Planner's Technical Advisory Group Report recommends direction to the Steering Committee.

Rideau Canal Awards

In recognition of Canada's 150th birthday and the 10th anniversary of the inscription of the Rideau Canal World Heritage List, the Planners Group recommends the Steering Committee undertake a one-time recognition awards program for good development along the canal.

The Goal is to recognize, honour and promote good design, environmental stewardship and economic development, enhance and promote the heritage value and sustainability of the Rideau Canal corridor.

The Nominations must demonstrate how they reflect the *RCLS 10 Principles for Good Waterfront Development.*

Award Categories: Environmental Stewardship, Design (Urban and Rural), Heritage Conservation and Promotion, Economic Development, Community Building and a People's Choice Award.

The Nominations open May 1, 2017 and the suggested deadline is June 30, 2017, with a ceremony in October. A draft of the process for reviewing nominations and final results, the award design itself and the entry form will be presented at the next meeting for approval.

Information will be distributed at the Eastern Ontario Rural Workshop, the Ontario East Municipal Conference, Tourism East Contacts and the AMO Conference in Ottawa next year.

It was suggested that each Municipality, County and Organization represented on the Steering Committee be asked to contribute a grant, as they are able, to the support of this Recognition Award. A letter will be set to each jurisdiction by the secretary.

2. John Festarini, Associate Director, Ontario Waterways, Parks Canada, gave us an overview of the Federal Infrastructure Projects Program. He also spoke to the Rideau Canal Management Plan Review in progress. Details will be forwarded to you with this meeting's minutes.

3. There is still money available in the Canada 150 Fund.

4. Look for the Rideau Corridor Heritage Route Economic Development Study.

5. I invited the Committee to possibly hold their fall meeting in Frontenac County, in partnership with the Cataraqui Conservation Authority, perhaps in the Kingston Frontenac Rotary Auditorium. The Committee secretary will be contacting our CAO.

By-Law No. 2016-0005

of

The Corporation of the County of Frontenac

being a by-law to amend By-law No. 2014-0051 (Addition and Appointment to the Mississippi Rideau Tay Rural Health Hub Organizing Committee)

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

And Whereas Council passed By-law 2014-0051, on December 17, 2014 being a by-law to appoint Members of Council and Members of the Community to External Boards and Committees for the Term of Council;

And Whereas Council deems it expedient to amend By-law 2014-0051 as it relates to the addition and appointment to the Mississippi Rideau Tay Rural Health Hub Organizing Committee;

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

1. **That** By-law 2014-0051 be amended as follows:

    i. **That** the following be added to the table in Section 1

Mississippi Rideau Tay Rural Health Hub Organizing Committee	1 Member of County Council: • Frances Smith

2. **That** this by-law shall take effect on the date of its final passing.

Read a first and second time this 16th day of March, 2016.

Read a third time and finally passed this 16th day of March, 2016.

The Corporation of the County of Frontenac

Frances Smith, Warden

Jannette Amini, Clerk

By-Law No. 2016-0006

of

The Corporation of the County of Frontenac

A by-law to establish a Delegation of Authority Policy and to authorize the delegation of certain powers and duties under the Municipal Act, 2001, the Planning Act and other Acts

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Whereas the Council of the Corporation of the County of Frontenac has previously delegated authority to officers and employees of the Corporation in a number of areas through by-law and/or Council Resolution, in accordance with prevailing legislation;

And Whereas section 23.1 of the *Municipal Act, 2001,* S.O.2001,c. 25 confirms that a municipality has authority to delegate its powers and duties, subject to certain restrictions;

And Whereas section 51.2(1) of the *Planning Act* R.S.O. 1990 c. P.13 as amended authorizes the delegation of authority of all or any part of the authority to approve plans of subdivision to a committee of council or to an appointed officer identified in the by-law by name or position occupied and this authority is extended to approval of plans of condominium pursuant to subsection 9(2) of the *Condominium Act, 1998* S.O. 1998 c. 19, as amended;

And Whereas Section 270(1) of the *Municipal Act* provides that the County shall adopt and maintain a policy with respect to the delegation of its powers and duties;

And Whereas the Council of the Corporation of the County of Frontenac considers it appropriate to consolidate all existing delegation of authority into one by-law;

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

1. **That** the County of Frontenac Delegation of Authority Policy shall be as detailed in Schedule “A” attached hereto and forming part of this by-law;

2. **That** the delegation of certain powers and duties under the Municipal Act, 2001, the Planning Act and other Acts to certain officers and employees of the County of Frontenac shall be in accordance with Schedule “B” attached hereto and forming part of this by-law;

3. **That** By-law No. 2007-0039 be hereby repealed;

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

Read a first and second time this 17th day of February, 2016.

Read a third time and finally passed this 17th day of February, 2016.

The Corporation of the County of Frontenac

Frances Smith, Warden

Jannette Amini, Clerk

Schedule "A" to By-law No. 2016-0006

Delegation of Authority Policy

1. Purpose/ Application

The *Municipal Act, 2001, as amended,* (the Act) requires that all municipalities adopt and maintain a policy with respect to the delegation of Council's legislative and administrative authority. The purpose of this policy is to set out the scope of the powers and duties which Council may delegate its legislative and administrative authority and to establish principles governing such delegation. This policy has been developed in accordance with the *Act* in order to comply with its other applicable sections, including Section 270. This policy applies to all committees of Council, departments and staff.

2. Definition(s):

a. Legislative Powers – Includes all matters where Council acts in a legislative or quasi judicial function including enacting by-laws, setting policies, and exercising decision making authority.

b. Administrative Powers – Includes all matters required for the management of the corporation which do not involve discretionary decision making.

3. Policy Statement

The Council of the County of Frontenac as a duly elected municipal government is directly accountable to its constituents for its legislative decision making, policies, and administrative functions. Council's decisions are generally expressed by by-law or resolution of Council carried by a majority vote. The efficient management of the municipal corporation and the need to respond to issues in a timely fashion require Council to entrust certain powers and duties to committees and staff while concurrently maintaining accountability, which can be effectively accomplished through the delegation of legislative and administrative functions. Council authority will be delegated within the context set out in the *Act* and will respect the applicable restrictions outlined in the *Act*.

This policy provides guidance regarding the scope of powers and duties that Council may delegate under its legislative and administrative authority and establishes principles governing such delegation.

4. County Strategic Priorities

The County of Frontenac's mission is the effective, efficient and sustainable delivery of services to citizens.

The County of Frontenac is recognized for its unique pristine natural environment and lifestyle choices and commitment to - and promotion of - strong, resilient, diverse, rural communities.

The County of Frontenac's Corporate Offices are expected to face and respond to social, environmental and economic challenges, while practicing fiscal accountability, reflecting community values, and being mindful of future generations.

Strategic Goal #1	Meeting the Aging Tsunami Challenge for Frontenac Seniors
Strategic Goal #2	Meet the emerging "post landfill" Solid Waste Management challenge for Frontenac residents
Strategic Goal #3	Respect for the taxpayer and focused economic development

5. Policy Requirements

County Council supports the delegation of powers and duties to provide efficient management of municipal operations and respond to matters in a timely fashion according to the following principles:

(i) All delegations of Council powers, duties or functions shall be by by-law and in accordance with the rules outlined in Section 23.1 of the Act and set out in Schedule B and reviewed every term of Council.

(ii) All delegation of powers and duties may be revoked at any time without notice.

(iii) No delegation of powers and duties shall exceed the term of Council.

(iv) A delegation of a power, duty or function under any by-law to any member of staff includes a delegation to a person who is appointed by the CAO or selected from time to time by the delegate to act in the capacity of the delegate in the delegate's absence.

(v) Legislative matters may be delegated by Council where they are minor in nature or where Council has explicitly provided for the terms and conditions under which the powers shall be exercised, and must take into account the limitations set out in the *Act*.

(vi) Council has not deemed it necessary to authorize the delegation through this policy of any specific legislative matters not already delegated by by-law.

(vii) Administrative Matters may generally be delegated to staff subject to the conditions set out in the delegation and in this policy, and must take into account the limitations set out in the Act.

(viii) Council has not deemed it necessary to authorize the delegation through this policy of any specific administrative matters not already delegated by by-law.

County staff are responsible for adhering to the parameters of this policy and for ensuring appropriate application of delegated authority. In exercising any delegated power, the delegate shall ensure the following:

- Any expenditure related to the matter shall have been provided for in the current year's budget (or authorized by the procurement policy by-law);
- The scope of the delegated authority shall not be exceeded by the delegate;
- Where required by the specific delegated authority, reports shall be submitted to Council advising of the exercise of a delegated power and confirming compliance with the delegated authority and this policy;
- All policies regarding insurance and risk management shall be complied with; and
- Delegates shall ensure the consistent and equitable application of Council policies and guidelines.

6. Description of Delegation

Council delegates the powers and duties and restrictions thereto as set out in Schedule "B" to this By-law to those officers and employees listed in Schedule "B".

(a) Where this By-law has delegated authority to the Chief Administrative Officer and an Acting Chief Administrative Officer has been appointed by Council in the absence of the Chief Administrative Officer, the Acting Chief may exercise the delegated authority;

(b) Should any position identified in this by-law with a delegated authority, other than that of a Chief Administrative Officer, no longer exist in the corporation, then the Chief Administrative Officer described as responsible for the delegated authority may in writing designate another position to assume the delegated authority.

Where the exercise of a delegated authority requires the expenditure of money, funding for the expenditure shall be included in an approved budget and all relevant requirements of Procurement Policy By-law 2013-0011, as amended or any successor Procurement Policy shall be followed.

All relevant by-laws and policies of The Corporation of the County of Frontenac shall apply to the exercise of delegated authority authorized by this By-law.

Delegated Authority where dollar limits are specified do not form part of this By-law and may be found in the County's Procurement Policy.

Unless otherwise specified, all delegated authority listed in Schedules "B" and exercised shall be reported on an annual basis to County Council, for information, by the Chief Administrative Officer described as responsible for the delegated authority.

7. Delegation Under the Planning Act

Applications for Final Plan Approval & Subdivision/Condominium Agreement Execution

i) Council's power and authority with respect to all matters provided for by Section 51 (58) of the Planning Act, R.S.O. 1990, Chapter P.13, as amended, related to the final plan approval of a plan of subdivision or a plan of condominium are delegated to the Director of Planning and Economic Development or, in the absence of the Director, to the Community Planner.

ii) Notwithstanding the provisions of Clause 7(i) of this policy, Council shall retain all powers and authority under Section 51(58) of the Planning Act, as amended, where:

a) The Director or, in the absence of the Director, the Planner, at his/her discretion refers the request for Final Approval of the plan of subdivision/condominium to Council;

b) The Owner/applicant requests in writing that the request for Final Approval of the plan of subdivision/condominium be referred to Council. Such a request will be accompanied by a report from the Director providing advice and direction to Council with respect to the status of the draft conditions.

c) Any member of Council, through a notice of motion, may request that Final Approval for a specific plan of subdivision/condominium be referred to Council. Such consideration will be made at a subsequent meeting with the Director providing advice and direction to Council with respect to the status of the draft conditions.

8. Monitoring/contraventions

The Chief Administrative Officer shall be responsible for receiving complaints and/or concerns related to this policy. Upon receipt of a complaint and/or concern, the Chief Administrative Officer shall notify City Council, where Council may revoke such delegation.

Schedule B to By-law 2016-0006

Delegated Authority

Officer or Position	Description of Delegated Authority
Warden	Head of the Municipality for the Purposes of the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and the *Ombudsman Act*
Clerk	Delegated the power or duty granted or vested in the head pursuant to Section 49(1) of the *Municipal Freedom of Information and Protection of Privacy Act*;
Director of Planning and Economic Development	Delegated the authority to authorize Final Approval of Plans of Subdivision and Plans of Condominium

By-Law No. 2016-0007

OF

The Corporation of the County of Frontenac

being a by-law to amend By-law 2015-0013 to authorize the Corporation of the County of Frontenac to distribute the Federal Gas Tax amongst its four lower-tier municipalities

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Whereas the Corporation of the County of Frontenac (the Recipient) adopted By-law 2010-0015 which authorized the Warden and Clerk to execute an agreement with AMO regarding the Federal Gas Tax since the execution of that agreement is mandatory if the County of Frontenac wanted to participate in the transfer of federal gas tax revenue;

And Whereas Section 6.2 of the Agreement permits the Recipient to allocate funds to another Eligible Recipient;

And Whereas Council passed By-law 2015-0013 at its regular meeting held March 18, 2015 which authorizes the distribution of Federal Gas Tax Funds amongst the County's four lower tier municipalities for 2015;

And Whereas the Council of the County of Frontenac deems it expedient to amend By-law 2015-0013;

Now Therefore Be It Resolved That the Council of the Corporation of the County of Frontenac hereby orders and enacts:

1. **That** the County of Frontenac Distribution of Federal Gas Tax for 2015 Schedule be deleted in its entirety and replace with the County of Frontenac Distribution of Federal Gas Tax for 2015 Schedule attached to this by-law;

2. **That** By-law 2015-0047 be hereby rescinded;

3. **That** this By-law shall come into force and have effect upon the final passing thereof.

Read a First and Second Time this 16th day of March, 2016.

Read a Third Time and Finally Passed, Signed and Sealed this 16th day of March, 2016.

The Corporation of the County of Frontenac

Fran Smith, Warden

Jannette Amini, Clerk

County Of Frontenac Distribution of Federal Gas Tax
For 2015

Municipality	Weighted Assessment %	Distribution based on Weighted Assessment	Additional Distributions	Federal Gas Tax Total Distribution
	2015			**2015**
Township of Frontenac Islands	9.91%	$75,719	$ 82,268.32	$ 157,987.32
Township of South Frontenac	57.78%	$441,296	$ 13,955.89	$ 455,251.89
Township of Central Frontenac	16.44%	$125,581	$ 57,196.5	$ 182,777.50
Township of North Frontenac	15.86%	$121,103	$ 38,180.36	$ 159,283.36
Total Federal Gas Tax Distribution from the County				**$ 955,300.07**

By-Law No. 2016-0008

of

The Corporation of the County of Frontenac

A by-law to Designate the Warden as Head of the Municipality for the Purposes of the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and the *Ombudsman Act*

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

And Whereas Section 3(1) of the *Municipal Freedom of Information and Protection of Privacy Act* permits a council of a municipality by by-law to designate from among themselves an individual or a committee of the council to act as head of the municipality for the purposes of the Act;

And Whereas Section 49(1) of the *Municipal Freedom of Information and Protection of Privacy Act* permits a head to, in writing, delegate a power or duty granted or vested in the head to an officer or officers of the institution or another institution subject to such limitations, restrictions, conditions and requirements as the head may set out in the delegation;

And Whereas Section 1.1 of the *Ombudsman Act* considers the Council of the municipality as the Head unless a member of the council of the municipality, or a committee of the council, has been designated by by-law of the municipality as head;

And Whereas the Council of the Corporation of the County of Frontenac considers it appropriate to designate a Head for the purposes of the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and the *Ombudsman Act*;

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

1. **That** the Warden of the County of Frontenac be designated as Head of the Municipality for the Purposes of the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and the *Ombudsman Act*;

2. **That** the Warden be authorized to delegate the power or duty granted or vested in the head to the County Clerk, pursuant to Section 49(1) of the *Municipal Freedom of Information and Protection of Privacy Act*;

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

Read a first and second time this 16th day of March, 2016.

Read a third time and finally passed this 16th day of March, 2016.

The Corporation of the County of Frontenac

Frances Smith, Warden

Jannette Amini, Clerk

By-Law No. 2016-0009

of

The Corporation of the County of Frontenac

A by-law to authorize the Corporation of the County of Frontenac (the Corporation) to enter into the Agency Agreement, as defined herein, between CHUMS Financing Corporation and Local Authority Services, as Agent, and Eligible Investors with respect to "The One Investment Program" and to authorize the Treasurer to execute the necessary document from time to time for that Purpose.

Whereas the *Municipal Act* provides that the power of a municipality to invest money includes the power to enter into an agreement with any other municipality, school board, college, university, hospital or such other person or classes of them as may be prescribed by regulation for the joint investment of money by those parties or their agents;

And Whereas the Corporation proposes to enter into a restated Agency Agreement dated as of March 1, 2010 (the "Agency Agreement") between CHUMS Financing Corporation, a duly incorporated wholly-owned subsidiary of the Municipal Finance Officers' Association of Ontario, and Local Authority Services, a duly incorporated wholly-owned subsidiary of the Association of Municipalities of Ontario, as Agent, and Eligible Investors, and defined therein, to permit the Corporation to be an investor through "The One Investment Program" for joint investments as set out in the various schedules to the Agency Agreement (the "Portfolios");

And Whereas the Council of the Corporation deems it to be in the interest of the Corporation to enter into the Agency Agreement and to enroll in one or more of the One Investment Program portfolios;

And Whereas the Treasurer has stated, pursuant to the statement appended hereto, that the investment guidelines of the Agent comply with the Corporation's investment policies and goals;

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

1. **That** The Agency Agreement is hereby authorized substantially in the form made available to the Council at its meeting held on the 17th day of March, 2016

2. **That** The Treasurer is hereby authorized and directed to enter into and execute the Agency Agreement and any other necessary documents, including without limitation, enrolment documents and documents in connection with payment services for the Portfolios, and to do anything necessary or desirable, initially and on an ongoing basis, on behalf of the Corporation, to give effect to the purpose, and the Treasurer is hereby authorized to affix the corporate seal of the Corporation to the Agency Agreement and

any other documents which are necessary or desirable to give effect to the Agency Agreement or to the purpose.

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

Read a first and second time this 16th day of March, 2016.

Read a third time and finally passed this 16th day of March, 2016.

The Corporation of the County of Frontenac

Frances Smith, Warden

Jannette Amini, Clerk

BY-LAW NO. 2016-0010

OF

The Corporation of the County Of Frontenac

being a by-law to amend By-law No. 2013-0020 being a by-law to govern the proceedings of the Council and its Committees, the Conduct of Members and the Calling of Meetings (Closed Meeting Requirements)

Whereas Section 238(2) of the *Municipal Act, 2001, S.O. 2001, c.25, as amend*ed (the Act) provides that Council shall pass a procedure by-law for governing the calling, place and proceedings of meetings;

And Whereas By-law No. 2013-0020, being a bylaw to provide for governing the proceedings of the Council and its committees, the conduct of members and the calling of meetings, was adopted by the Council of the Corporation of the County of Frontenac on May 15, 2013;

And Whereas the Council of the Corporation of County of Frontenac deems it expedient to amend By-law No. 2013-0020;

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

That Procedural By-law 2013-0020, as amended, be further amended as follows:

1. **That** Section 6 – Meetings of Council, 6.6 be amended by deleting:

   A Meeting shall be closed to the public if the subject matter relates to the consideration of a request under the *Municipal Freedom of Information and Protection of Privacy Act* if the Council is the head of the institution for the purposes of the *Act*.

   And replacing with:

   Other criteria

   A meeting or part of a meeting shall be closed to the public if the subject matter being considered is,

   (a) a request under the *Municipal Freedom of Information and Protection of Privacy Act*, if the council, board, commission or other body is the head of an institution for the purposes of that Act; or

   (b) an ongoing investigation respecting the municipality, a local board or a municipally-controlled corporation by the Ombudsman appointed under the *Ombudsman Act*, an Ombudsman referred to in subsection 223.13 (1) of the *Municipal Act*, or the investigator referred to in subsection 239.2 (1) of the *Municipal Act*.:

2. **That** this amending by-law shall come into force and take effect on the date of final passing.

Read a First and Second Time this 16th day of March, 2016.

Read a Third Time, Signed, Sealed and Finally Passed this 16th day of March, 2016.

The Corporation of the County of Frontenac

Frances Smith, Warden

Jannette Amini, Clerk

By-Law No. 2016-0011

of

The Corporation of the County of Frontenac

being a by-law to amend By-law No. 2013-0020 (Appointment to the Seniors Housing Task Force)

Whereas Section 238(2) of the *Municipal Act, 2001, S.O. 2001, c.25, as amend*ed (the Act) provides that Council shall pass a procedure by-law for governing the calling, place and proceedings of meetings;

And Whereas By-law No. 2013-0020, being a bylaw to provide for governing the proceedings of the Council and its committees, the conduct of members and the calling of meetings, was adopted by the Council of the Corporation of the County of Frontenac on May 15, 2013;

And Whereas By-law No. 2013-0020 allows Council to establish Committees, their memberships, mandates and reporting practice, with said committees forming part of By-law 2013-0020 as Schedule B;

And Whereas the Corporation of County of Frontenac deems it expedient to amend By-law No. 2013-0020 as it relates to the appointments to the Seniors Housing Task Force:

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

1. **That** Schedule B to By-law 2013-0020 be amended as follows:

    i. **That** Schedule B-2 Seniors Housing task Force be amended to delete Councillor John McDougall as the One (1) additional member of County Council;

    ii. **That** Councillor _____be appointed as the One (1) additional member of County Council;

2. **That** this by-law shall take effect on the date of its final passing.

Read a first and second time this 16th day of March, 2016.

Read a third time and finally passed this 16th day of March, 2016.

The Corporation of the County of Frontenac

Frances Smith, Warden

Jannette Amini, Clerk

By-Law No. 2016-0012

of

The Corporation of the County of Frontenac

A by-law to delegate certain powers and duties under the Planning Act to the Director of Planning and Economic Development

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Whereas Section 23.1 of the Municipal Act, S.O. 2001, as amended, and Section 51.2(1) of the Planning Act, R.S.O. 1990, Chapter P.13, permit certain limited legislative and administrative matters to be delegated to one or more members of Council, a Council Committee or a municipal officer, employee or agent;

And Whereas the Council of the County of Frontenac deems it appropriate to extend the approval authority to the staff for routine and minor types of development applications in order to streamline Council meetings, expedite planning approvals and separating administrative decisions from policy;

And Whereas the Council of the County of Frontenac adopted By-law 2016-0006, being a being a by-law to establish a Delegation of Authority Policy and to authorize the delegation of certain powers and duties under the Municipal Act, 2001, the Planning Act and other Acts on February 17, 2016;

And Whereas the Council of the County of Frontenac deems it appropriate to amend By-law 2016-006;

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

1. **That** the Director of Planning be delegated the authority to authorize Final Approval of Plans of Subdivision and Plans of Condominium;

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

Read a first and second time this 16th day of March, 2016.

Read a third time and finally passed this 16th day of March, 2016.

The Corporation of the County of Frontenac

Frances Smith, Warden	Jannette Amini, Clerk

By-Law No. 2016-0013

of

The Corporation of the County OF Frontenac

being a by-law to confirm all actions and proceedings of County Council on March 16, 2016

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

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

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

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

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

1. **That** all actions and proceedings of the Council of the County of Frontenac taken at its regular meeting held on March 16, 2016 be confirmed as actions for which the municipality has the capacity, rights, powers and privileges of a natural person.

2. **That** all actions and proceedings of the Council of the County of Frontenac taken at its regular meeting held on March 16, 2016 be confirmed as being matters within the spheres of jurisdiction described in Subsection 2 of Section 11 of the *Municipal Act, S.O. 2001, c.25* and amendments thereto.

3. **That** all actions and proceedings of the Council of the Corporation of the County of Frontenac taken at its regular meeting held on March 16, 2016 except those taken by by-law and those required by by-law to be done by resolution are hereby sanctioned, ratified and confirmed as though set out within and forming part of this by-law.

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

Read a First and Second Time this 16th day of March 2016.

Read a Third Time and Finally Passed, Signed and Sealed this 16th day of March 2016.

The Corporation of the County Of Frontenac

Frances Smith, Warden

Jannette Amini, Clerk