



**TOWNSHIP OF SOUTH FRONTENAC
COUNCIL MEETING
AGENDA**

TIME: 6:00 PM,
DATE: Tuesday, January 16, 2018
PLACE: Council Chambers.

1. Call to Order
2. Declaration of pecuniary interest and the general nature thereof
3. Approval of Agenda
 - a) Resolution
4. Scheduled Closed Session
 - a) Resolution
 - b) Minutes of Previous Closed Sessions
 - c) Personal Matters about an Identifiable Individual
5. ***Recess - reconvene at 7:00 p.m. for Open Session
6. Rise & Report
7. Delegations - n/a
8. Public Meeting - n/a
9. Approval of Minutes
 - a) Council Meeting of December 19, 2017 4 - 9
 - b) Committee of the Whole Meeting of January 9, 2018 10 - 13
10. Business Arising from the Minutes
 - a) Support for Seniors Active Living Centre 14
 - b) Tax Sale Policy (See By-laws 2018-05 and 2018-06) 15 - 19
 - c) Zoning of New Waterfront Lot - Part of Lots 24 and 25, Conc XIII, Loughborough Dist (See By-law 2018-03) 20 - 23
 - d) Notice of Motion - Amend Schedule A-44 of By-law 2017-80 (Speed Limit on Rutledge Rd) 24 - 26
11. Reports Requiring Action
 - a) Louise Fragnito, Treasurer, re: 2018 Interim Tax By-law (See By-law 2018-02) 27
 - b) Louise Fragnito, Treasurer, re: Investment Update 28 - 29

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- c) Gary & Martha Beach, re: Proposed Zoning Amendment - Buck Lake, Milligan/Hamilton 133

- 16. Notice of Motions
- 17. Announcements/Statements by Councillors
- 18. Question of Clarity (from the public on outcome of agenda items)
- 19. Closed Session (if requested)
- 20. Confirmatory By-law
- a) By-law 2018-07 134

- 21. Adjournment

Time: 7:00 PM

Location: Council Chambers

Meeting # 40

Present: Mayor Ron Vandewal, Pat Barr, Brad Barbeau, John McDougall, Alan Revill, Norm Roberts, Mark Schjerning, Ron Sleeth

Staff: Wayne Orr, Chief Administrative Officer, Lindsay Mills, Planner, Mark Segsworth, Public Works Manager, Angela Maddocks, Deputy Clerk

1. Call to Order

a) Resolution

Resolution No. 2017-40-01

Moved by Councillor Schjerning

Seconded by Councillor McDougall

THAT the Council meeting of December 19, 2017 be called to order at 7:00 p.m.

Carried

2. Declaration of pecuniary interest and the general nature thereof

a) Councillor Revill declared a pecuniary interest with respect to the Accounts Payable Listing and payments for the private lane assistance program.

3. ***Recess*** - N/A

4. Scheduled Closed Session - N/A

5. Public Meeting

a) Resolution

Resolution No. 2017-40-02

Moved by Councillor McDougall

Seconded by Councillor Schjerning

THAT a public meeting be held to discuss planning matters related to:

- Zoning By-law Amendment - Concession VIII, Part of Lots 14 and 15, Loughborough - McFadden
- Zoning By-law Amendment - Concession V, Part of Lots 25 and 26, Storrington - Coleman

Carried

b) Zoning By-law Amendment - McFadden Subdivision, Concession VII, Part of Lots 14 & 15

Mr. Mills explained that the rezoning is for a proposed five-lot subdivision in Part of Lot 14 and 15, Concession VIII, Loughborough District. He reviewed the initial concerns about the setback reduction around the wetland pockets.

There were no comments from Council or the public.

c) Zoning By-law Amendment - Concession V, Part of Lots 25 & 26, Storrington - Coleman

Mr. Mills explained that the rezoning is for lands in part of Lots 25 and 26, Concession V, Storrington District as part of conditions for consent applications to create two new residential lots. One of the lots would be twelve acres in size and would have more than 91 metres of water frontage and road frontage on Kauffman Lane. The second lot would be approximately 10 acres and would

have at least 91 metres of water frontage and 76 metres of frontage on Lake Road.

There were no comments from Council or the public.

Resolution No. 2017-40-03

Moved by Councillor Schjerning

Seconded by Councillor McDougall

THAT an opportunity having been provided, the public meeting be closed.

Carried

6. Approval of Minutes

a) Minutes of the November 28, 2017 Committee of the Whole Meeting

Resolution No. 2017-40-04

Moved by Councillor McDougall

Seconded by Councillor Schjerning

THAT Council approves the minutes of the November 28, 2017 Committee of the Whole meeting.

Carried

b) Minutes of the December 5, 2017 Council Meeting

Resolution No. 2017-40-05

Moved by Councillor Schjerning

Seconded by Councillor McDougall

THAT Council approves the minutes of the December 5, 2017 Council meeting.

Carried

c) Minutes of the December 12, 2017 Committee of the Whole Meeting

Resolution No. 2017-40-06

Moved by Councillor Roberts

Seconded by Deputy Mayor Barr

THAT Council approves the minutes of the December 12, 2017 Committee of the Whole meeting.

Carried

7. Business Arising from the Minutes

a) Notice of Motion - MNRF Benefit Permits

Resolution No. 2017-40-07

Moved by Deputy Mayor Barr

Seconded by Councillor Roberts

THAT Council direct staff to invite a representative from the Ministry of Natural Resources and Forestry to attend a meeting to clarify and provide information about the benefit permit process as it relates to the Johnston Point Development.

Carried

8. Reports Requiring Action

a) Mark Segsworth, Public Works Manager, re: Proposed Extension of Reduced Speed Zone of Road Segments

See By-law 2017-80

b) Mark Segsworth, Public Works Manager, re: PR-2017-04 - Accessible Entrance and Upgrade to Steps at Glendower Hall

Resolution No. 2017-40-08

Moved by Councillor Roberts

Seconded by Deputy Mayor Barr

THAT Council not award Tender PR-2017-04 and direct Public Works to re-tender this project in early spring of 2018 to avoid costs associated with heating the project during the winter months.

Carried

- c) Angela Maddocks, Deputy Clerk, re: Perth Road Public School - Playground Equipment

Resolution No. 2017-40-09

Moved by Deputy Mayor Barr

Seconded by Councillor Roberts

THAT Council donate \$1000 to Perth Road Public School for their fundraising campaign for new playground equipment.

Carried

9. Committee Meeting Minutes

- a) Corporate Services Committee meeting of November 14, 2017

It was noted that an amendment is required as Councillor Barbeau was absent from this meeting.

- b) Public Services Committee meeting held November 16, 2017

Resolution No. 2017-40-10

Moved by Councillor Roberts

Seconded by Deputy Mayor Barr

THAT Council receives for information, the minutes of the following committee meetings:

- Corporate Services Committee meeting held November 14, 2017
- Public Services Committee meeting held November 16, 2017

Carried

10. By-Laws

- a) By-law 2017-78 - Rezoning of Concession VIII, Part of Lots 14 & 15 McFadden Subdivision

Resolution No. 2017-40-11

Moved by Councillor Barbeau

Seconded by Councillor Sleeth

THAT the following by-laws be given first and second reading:

- By-law 2017-78
- By-law 2017-79
- By-law 2017-80

Carried

Resolution No. 2017-40-12

Moved by Councillor Barbeau

Seconded by Councillor Sleeth

THAT By-law 2017-78, being a by-law to amend By-law 2003-75 as amended, to rezone land from Rural Zone (RU) to Residential Zone (R) and Special Residential Zone (R-29), Concession VIII, Part Lots 14 and 15, Loughborough District, be given third reading, signed and sealed.

Carried

- b) By-law 2017-79 - Rezoning of Concession V, Part of Lots 25 & 26 Storrington

Resolution No. 2017-40-13

Moved by Councillor Barbeau

Seconded by Councillor Sleeth

THAT By-law 2017-79, being a by-law to amend By-law 2003-75, as amended, to rezone land from Rural Zone (RU) to Waterfront Residential Zone (RW) and Limited Service Residential Waterfront Zone (RLSW), Part Lots 25 and 26 Concession, V, Storrington, be given third reading signed and sealed.

Carried

- c) By-law 2017-80 - Speed Limit Reduction

Resolution No. 2017-40-14

Moved by Councillor Schjerning

Seconded by Councillor Sleeth

THAT Schedule 'A' be amended to include Township Road 5 from 200 metres west of Sydenham William St to 100 metres west of Loughborough Portland Boundary Road.

Defeated

Resolution No. 2017-40-15

Moved by Councillor Barbeau

Seconded by Councillor Sleeth

THAT By-law 2017-80, being a by-law to amend By-law 2000-01, as amended, to regulate the use of traffic, parking and stopping on highways and bridges and to regulate speeds be given third reading signed and sealed.

Carried

11. Reports for Information

- a) Accounts Payable and Payroll Listing
- b) Mark Segsworth, Public Works Manager, re: 2018 Fleet Capital Change
- c) Wayne Orr, Chief Administrative Officer, re: 2017 Year in Review

12. Information Items

- a) Email from Meela Melnik-Proud, Evonne Potts and Matt Rennie, re: Concerns from December 5, 2017 Council meeting
- b) Meela Melnik-Proud and Evonne Potts, re: ER 013-1130 Submission & December 11, 2017 Press Release
- c) Meela Melnik-Proud, re: Petition to Stop the Plan of Condominium on Johnston Point
- d) Bill and Marni Pedersen, re: Desert Lake Causeway

13. Notice of Motions - n/a

14. Announcements

- a) Mayor Vandewal extended best wishes for a Merry Christmas.

15. Question of Clarity (from the public on outcome of agenda items) - n/a

16. Closed Session

a) Resolution

Resolution No. 2017-40-16
Moved by Councillor Barbeau
Seconded by Councillor Sleeth
THAT Council move into closed session to discuss pending litigation and personnel matters.

Carried

b) Litigation

c) Personnel Matters

d) Resolution

Resolution No. 2017-40-17
Moved by Councillor Revill
Seconded by Councillor Sleeth
THAT Council move out of closed session.

Carried

17. Business Arising from Closed Session

a) By-law 2017-81 - Chief Building Official Appointment

Resolution No. 2017-40-18
Moved by Councillor Barbeau
Seconded by Councillor Sleeth
THAT By-law 2017-81, being a by-law to appoint a Chief Building Official and Zoning Administrator, be given first and second reading this 19 day of December, 2017.

Carried

Resolution No. 2017-40-19
Moved by Councillor Barbeau
Seconded by Councillor Sleeth
THAT By-law 2017-81, being a by-law to appoint a Chief Building Official and Zoning Administrator, be given third reading, signed and sealed this 19 day of December 2017.

Carried

18. Confirmatory By-law

a) By-law 2017-82

Resolution No. 2017-40-20
Moved by Councillor Sleeth
Seconded by Councillor Revill
THAT By-law 2017-82, being a by-law to confirm generally previous actions of the Council of the Township of South Frontenac, be given first and second reading this 19 day of December 2017.

Carried

Resolution No. 2017-40-21
Moved by Councillor Revill
Seconded by Councillor Sleeth
THAT By-law 2017-82, being a by-law to confirm generally previous actions of the Council of the Township of South Frontenac, be given third reading signed and sealed this 19 day of December 2017.

Carried

19. Adjournment

a) Resolution

Resolution No. 2017-40-22

Moved by Councillor Sleeth

Seconded by Councillor Revill

THAT the Council meeting of December 19, 2017 be adjourned at 7:53 p.m.

Carried

Ron Vandewal, Mayor

Wayne Orr, Chief Administrative Officer



Minutes of Committee of the Whole
January 9, 2018

Time: 7:00 pm
Location: Council Chambers

Meeting # 1

Present: Mayor Ron Vandewal, Brad Barbeau, Pat Barr, John McDougall, Alan Reville, Mark Schjerning, Ron Sleeth, Ross Sutherland

Staff: Wayne Orr, Chief Administrative Officer, Mark Segsworth, Public Works Manager Louise Fragnito, Treasurer, Lindsay Mills, Planner, Angela Maddocks, Deputy Clerk.

1. Call to Order
 - a) Mayor Vandewal called the meeting to order at 7:00 p.m.

2. Declaration of pecuniary interest and the general nature thereof
 - a) There were no declarations.

3. Approval of Agenda
 - a) Motion to Approve

4. Scheduled Closed Session - n/a
5. ***Recess *** - n/a
6. Public Meeting
 - a) Zoning Amendment - Concession XIII, Part of Lots 24 & 25, Loughborough

Lindsay Mills explained that the amendment would rezone the proposed new lot from Rural (RU) to Special Limited Service Residential-Waterfront (RLSW-119) to recognize that the new lot would be used for residential purposes with waterfrontage on Buck Lake and accessed by a private lane. The new lot will be 12 acres in size with 800 feet of waterfrontage and 300 feet of frontage on Twisty Lane and will meet all of the minimum standards. He noted that the south basin of Buck Lake is highly sensitive for lake trout however in this case the drainage of the proposed lot flows to a separate non-sensitive watershed as a result of existing topographical and physical features on the site. Due to the sensitivity of the lake, an Environmental Impact Statement was prepared that provides a list of recommendations to achieve low impact development - one of which is a minimum 40 metre setback from the lake for any development. All commenting agencies had no objection at the consent stage and no written comments have been received from the public in response to the advertising of the application.

Councillor Sutherland sought clarification on the required circulation of notices under the Planning Act for this rezoning.

Lindsay Mills confirmed that notification had been sent out as required and that the property was posted with signage indicating the rezoning application.

There were no comments from the public.

7. Delegations

a) Stephen Saunders, re: Private Shooting Range

Stephen Saunders provided clarification on his request regarding his private shooting range that has been in existence since 18 years. The letter that he requires from the Township to forward to the Chief Firearms is specific to the discharge of restrictive weapons and only needs to confirm that the township has no concerns or by-laws that would prevent his application. . He circulated pictures of weapons and had samples of ammunition used for the various weapons noting that the only change he is asking for is to use handguns. He noted that all shooting is directed into a backstop and once approved the complaints and liabilities are directed to the Chief Firearms and not the municipality.

Council appreciated the clarification but will still proceed with the public meeting as advertised.

b) Southern Frontenac Community Services - Support for Seniors Active Living Grant

David Townsend referred to the Seniors Active Living Centres Act, 2017 noting that the province has allocated \$8 million over three years for the expansion of new programming for seniors. Part of the program requires new community based centres to work with municipalities to provide a minimum of 20 percent of the net annual costs of maintaining and operating the program and on behalf of Southern Frontenac Community Services he requested Council's consideration to allocate \$12,000 annually over each of the next three years in a combination of cash and in-kind services.

Council was supportive of the request based on Southern Frontenac Community Services being successful in provincial funding.

8. Reports Requiring Direction

a) Louise Fragnito, Treasurer, re: Tax Sale Policy Update

Since the report was written, the legislation has received proclamation.

Council was supportive of the recommendations set out in the Treasurer's report.

b) Mark Segsworth, Public Works Manager, re: Purchase of Surplus County of Frontenac Vehicle.

Council provided clear direction for the Public Works Manager to move forward with an offer of \$60,000 for the purchase of the surplus Emergency Support Unit from the County of Frontenac.

9. Reports for Information

a) Wayne Orr, Chief Administrative Officer, re: 20 Years in Review

Council appreciated the 20 year review and the sense of satisfaction and achievement recognized in the report.

- b) Angela Maddocks, Deputy Clerk, re: Conflict of Interest Act (Bill 68)

Councillor Schjerning suggested changes to some of the wording and that the Committee of Adjustment be included.

10. Rise & Report from Committees of Council

- a) County Council

Councillor McDougall noted that a new Warden and Deputy Warden have been sworn in at the County. Other information included a report on an integrity commissioner, reappointment of auditors, a four month attendance report that indicated positive change in paramedic services and direction for the CAO's group to develop a funding model for additional planners for the Frontenac's.

- b) Arena Board

No updates.

- c) Police Services Board

The 2018 meetings are being scheduled.

- d) Portland Heritage

Executive members of the heritage group have participated in tours of other museums. A three year plan is being developed.

11. Information Items

- a) Honourable Bob Chiarelli, Minister of Infrastructure, re: New Municipal Asset Management Planning Regulation

- b) Honourable Charles Sousa, Minister of Finance, re: Federal Legalization of Cannabis

- c) Honourable Tracy MacCharles, Minister of Government and Consumer Services and Honourable Bill Mauro, Minister of Municipal Affairs, re: Bill 59, Putting Consumers First Act, 2017

12. Notice of Motions

- a) Councillor Schjerning served notice of motion to amend Schedule A-44 of By-law 2017-80 regarding speed limits on Rutledge Road.

13. Announcements/Statements by Councillors

- a) Councillor Sutherland asked for a summary update on the outstanding items from the Development Services Committee.

- b) Mayor Vandewal noted Council's policy on attending conferences and that the Ontario East Municipal Conference being held in Cornwall this year it is now considered an out of town conference.

14. Question of Clarity (from the public on outcome of agenda items) - n/a

Committee of the Whole
January 9, 2018

15. Closed Session - n/a
16. Adjournment
 - a) The meeting was adjourned at 7:57 p.m.



REPORT TO COUNCIL
CLERK'S DEPARTMENT



AGENDA DATE: January 16, 2018

SUBJECT: Support for Seniors Active Living Centre

RECOMMENDATION:

That the Township of South Frontenac allocate 20% of the net annual operating costs to support the Seniors Active Living Centre funding application, being submitted by SFCSC, to a maximum of \$12,000 annually over each of the next three years in a combination of cash and in-kind services to be negotiated annually with the Township of South Frontenac, subject to SFCSC receiving the Grant.

And that the negotiated cash portion be funded from the Council budget line:
Grants to Organizations / Individuals

BACKGROUND:

On January 9, David Townsend, from Southern Frontenac Community Services Corporation appeared as a delegation before Council to request Council's financial support for a Provincial Grant submission that would expand and enhance seniors programming in accordance with the intent of the *Seniors Active Living Centres Act, 2017 (SALCA)*.

It was suggested that with the ongoing support of the Township, the SFCSC Board may wish to consider inviting a member of Council to sit on the Board.

FINANCIAL/STAFFING IMPLICATIONS:

Sufficient capacity exists within the 2018 budget allocation to support this initiative.

ATTACHMENTS:

None

Submitted/approved by:

Wayne Orr

Prepared by:

Wayne Orr



REPORT TO COUNCIL TREASURY DEPARTMENT



AGENDA DATE: January 16th, 2018

SUBJECT: Tax Sale Policy

RECOMMENDATION:

That Council approve the revised tax sale policy and further approve the related by-laws:

- to delegate the authority to the Treasurer to enter into tax sale extension agreement
- to charge an administrative fee at the beginning of the tax sale process

BACKGROUND:

At the January 9th, 2018 Committee of the Whole meeting, Council was supportive of the recommended changes to the tax sale policy which also incorporated the legislative changes from Bill 68. Further, as mentioned at the January 9th meeting, all changes from Bill 68 have now been proclaimed.

Attached is the Tax Sale Policy as presented along with the inclusion of a flow chart which maps out the various steps in the tax sale process. Two by-laws are also being included. One, to delegate the authority to the Treasurer to enter into extension agreements and the other, to provide for an administration fee to be charged once the tax sale process is undertaken on a property.

ATTACHMENTS:

Tax Sale Policy
By-law 2018-05 - Delegation – Tax Sale Extension Agreements
By-law 2018-06 – Tax Sale Administration Charge

Submitted/approved by:

Louise Fragnito

Prepared by:

Louise Fragnito

TAX SALE POLICY

1. Purpose:

The purpose of the policy is to establish guidelines on the Township's process within the legislated Tax sale process of the Municipal Act.

2. Policy:

The Township's goal is to return properties to a state where taxes are collected on a regular basis. All properties in tax arrears are subject to this policy.

3. Definitions:

Cancellation price: an amount equal to all the tax arrears owing at any time in respect of land together with all current real property taxes owing, interest and penalties thereon and all reasonable costs incurred by the municipality after the treasurer becomes entitled to register a tax arrears certificate under section 373 in proceeding under this Part or in contemplation of proceeding under this Part and may include,

- (a) legal fees and disbursements,
- (b) the costs of preparing an extension agreement under section 378,
- (c) the costs of preparing any survey required to register a document under this Part, and
- (d) a reasonable allowance for costs that may be incurred subsequent to advertising under section 379

4. Guidelines:

Under section 373(1) where any part of tax arrears is owing with respect to land on January 1 in the second year following that in which the real property taxes become owing, the treasurer of the municipality may prepare and register a tax arrears certificate against the title to that land.

1. On a yearly basis, by March 31st, a listing of qualifying accounts will be generated by the Treasury Department, excluding any properties that already have tax arrears certificates issued.
2. The Township will send each taxpayer on the list a final tax arrears letter. They will be given a minimum of 21 days to pay any arrears that are in the 2 years or beyond along with all penalties, water arrears and other cost and the letter will further specify that tax sale proceedings will begin should the overdue amount not be paid.
3. A reasonable payment arrangement will be accepted by the Township if it matches the guidelines provided under the tax sale extension agreement provision under item 5(d). The property would not be placed in the tax sale process but should the arrangement not be followed the tax sale process would immediately begin.
4. The listing of qualifying remaining tax sale properties will be distributed internally to other departments to ensure that there are no outstanding issues on the properties that may involve the Township or other organizations such as the Municipal Property Assessment Corporation (MPAC). Should there be any properties that do fall under this category; they will be excluded from the tax sale registration to provide for further investigation.
5. Once the list has been streamlined, tax arrears certificates will be issued to the remaining properties. Further, immediately at the beginning of the tax sale process, an administrative charge of \$325 will be added to the tax account in relation to the Township's cost in administering the tax sale process. The administrative fee will be indexed at a rate of 2% rounded to the next dollar on a yearly basis as of January 1st, 2019.

The tax sale process consists of the following steps which are undertaken through outsourced services in coordination with Township staff.

- a) Farm Debt Notice: It is legislated that every property listed receives a farm debt notice. The legal intent of the farm debt notice is to inform farmers of

their right under Section 5 of the Farm Debt Mediation Act that they are entitled to make application for a review of their financial affairs. However, this is the first official non-Township communication which notifies the taxpayer that the tax sale registration will take place after a 15 business day period should the arrears not be paid.

- b) Title Search: Every property prior to a tax arrears certificate being issued must have a title search to ensure that the proper information is on file including registered owners, interested parties and proper land details. Should any issues be encountered such as ownership and MPAC related data, the process on that property will be put on hold until it has been resolved.
- c) Registration of Tax Arrears Certificate: The tax arrears certificate is registered on title for the property.
- d) Extension Agreement: In accordance to Section 378(1) of the Municipal Act Council or the Treasurer may, under delegated authority as permitted, enter into extension agreements on behalf of the Township.

At any time prior to the end of one year from the date of registration of the tax arrears certificate, the Township may approve an extension agreement with the taxpayer. To be eligible for consideration, the extension agreement must include that all current taxes will be paid within the required due dates and that the existing arrears on the account will be paid off within a one to two year period. Acceptance of this agreement will put the tax sale process on hold for the property. Should there be any breach of the agreement, the tax sale process will resume from the date of the breach.

- e) First Notice to Interested Parties: A first notice is sent out to all interested parties within 60 days of the registration of the tax arrears certificate. This notice advises them that a tax arrears certificate has been issued on the property and that should the cancellation price not be paid within a year of the date of registration of the tax arrears certificate, the property will go up for public tender. Interested parties include, but are not limited to: registered owners, mortgage companies, and registered lien holders
- f) Statutory declaration: For each property, the Township receives a listing of the interested parties to whom notices were sent out
- g) Registration of Cancellation Certificate: At any time when the cancellation price is paid during the one year from the date of registration of the tax arrears certificate, a cancellation certificate will be issued on the property.
- h) Final Notice to Interested Parties: Within 30 days after 280 days have passed since the registration of the tax arrears certificate, a final notice is sent to all interested parties.
- i) Tax Sale Advertising: After a one year period from the date of registration of the tax sale certificate, if the cancellation price has not been paid, the treasurer will make a statutory declaration that the remaining properties will be part of a public tender.
Properties will be advertised in accordance with the regulations.
- j) Successful Purchaser: Various criteria must be met for a bid to be successful but one main item is that the bid must be at a minimum the cancellation price listed within the public advertising.
If there is a successful purchaser, the Township will prepare and register a tax deed in the name of the successful purchaser once all legislated requirements have been met. Any excess funds from the cancellation price must be paid into court and a notice is sent to all interested parties Payments out of court will be processed as prescribed under section 380 of the Municipal Act.
- k) No successful Purchaser: Under the Municipal Act, the Township has the option to vest or re-advertise the properties that were not successfully sold within 2 years of the tax sale date. After the two year period, the process is deemed to be cancelled and would need to start over. Appendix A provides the flow of the steps to be taken.

Within 30 days of tender opening, the Treasury department will distribute to all departments the listing of unsold properties and will provide for a 6 month

period where these properties can be vested. A request to vest will need to be supported by a detailed rationale of purpose, benefits, risks, and costs before it can be presented to Council for consideration.

For the properties where there is no interest and/or once the six months have expired, the Township will issue an RFP to the market for each property.

- l) RFP to Market: Prospective buyers will bid on the property regardless of the cancellation price along with a proposal of the intended use for the property. They will be requested to provide a deposit equivalent to 10% of their bid. The Township is under no obligation to accept any of the bids received.

The assessment of received bids will be conducted by the Corporate Services Committee, which will provide a recommendation to Council. If a bid is accepted, a conditional agreement of purchase and sale will be entered with the purchaser and the Township.

The original agreement of purchase and sale will be drafted by the Township's legal counsel and will be reviewed at each instance to ensure no additional clause should be incorporated within the agreement. A further 40% deposit will be required from the purchaser. The agreement will specify that all deposits received will be non-refundable once the agreement is signed unless the Township is unable to transfer ownership of the property due to uncontrollable circumstances.

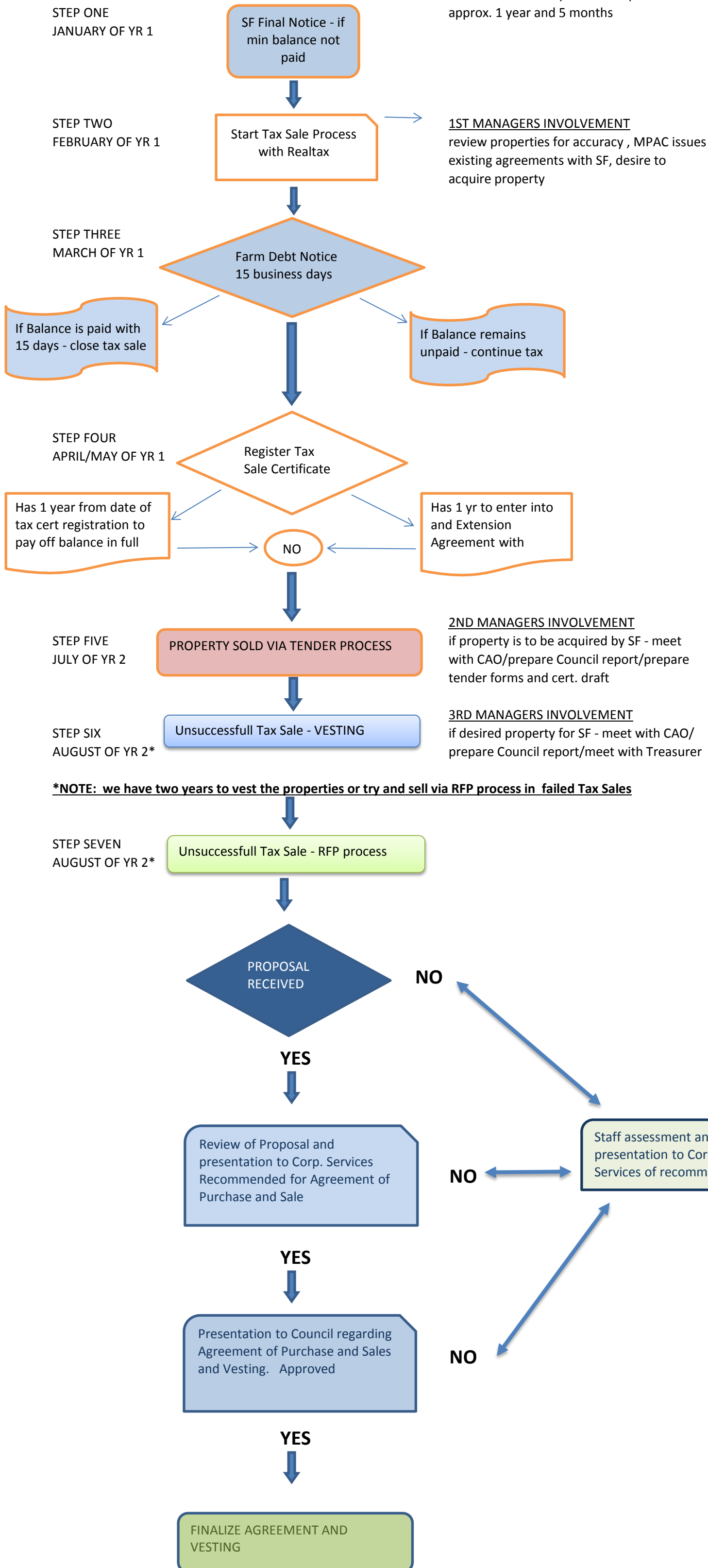
The Township will vest the property and write off all taxes on the property. The property will be declared surplus by the Township. The remaining 50% of the bid price will be collected from the purchaser. Once payment is received, the Township will prepare and register a tax deed in the name of the purchaser.

Approved by Council: April 2nd, 2013

Revised by Council: January 16th, 2018

TAX SALE PROCESS

Timeline: From Step one to Step seven approx. 1 year and 5 months





REPORT TO COUNCIL PLANNING DEPARTMENT



AGENDA DATE: January 16, 2018 **REPORT DATE:** January 10, 2018

SUBJECT: Zoning for New Waterfront Lot: Milligan/Hamilton

RECOMMENDATION:

It is recommended that By-law No. 2018-03 to rezone lands in Part of Lots 24 and 25, Concession XIII, District of Loughborough, from Rural Zone (RU) to Special Limited Service Residential-Waterfront Zone (RLSW-119), be passed.

BACKGROUND:

An application was submitted to amend the Township of South Frontenac Comprehensive Zoning By-law to rezone a portion of land that was the subject of a consent application to create a new waterfront residential lot. The rezoning is a condition of final approval of the consent. Attachment #1 shows the location of the subject land and Attachment #2 illustrates the proposed new lot and the retained portion both of which have waterfrontage on Buck Lake.

The new lot would be accessed from Billy Green Road by way of Twisty Lane - an existing lane leading to two developed waterfront lots.

Specifically, the amendment would rezone the proposed new lot from Rural (RU) to Special Limited Service Residential-Waterfront (RLSW-119). This zoning would be to recognize that the new lot would be used for residential purposes with waterfrontage on Buck Lake and accessed by a private lane. A minimum 40 metre setback from the lake for development is also specified.

The matter was brought to a public meeting held on January 9, 2018 as required under the provisions of the Planning Act. No representations were made by the public.

ANALYSIS:

At the public meeting a report dated January 9, 2018 from the Planning Department described that the subject land is designated Rural in the Official Plan which permits waterfront residential development as one of the predominant uses. Also, at 12 acres in size and with 800 ft. of waterfrontage and 300 ft. of frontage on Twisty Lane, the new lot would meet all of the minimum standards for lot creation required in the Plan.

The Planning Report further explained that this South Basin of Buck Lake is identified in the Official Plan as being highly-sensitive for lake trout and that the creation of new waterfront lots is generally not permitted except when certain environmental criteria can be met. Accordingly, an Environmental Impact Statement (EIS), dated July 7, 2017, was prepared and submitted by Ontario Lake Assessments to address these criteria. The full report was attached to the January 8 Planning Report and reviewed at the public meeting. The findings of the report indicate support for the application and it provided a list of recommendations to achieve low impact development - one of which is a minimum 40 metre setback from the lake for any development. It was also noted that the EIS and its recommendations will form part of a site plan agreement that will be registered on the title of the new lot.



REPORT TO COUNCIL PLANNING DEPARTMENT



From a planning perspective, the proposal appears to be consistent with the intent of the Official Plan to permit waterfront development in the Rural areas of the Township. On sensitive lakes, such development is only permitted on the basis of special circumstances where the lay of the land dictates that lake trout habitats will be protected. The EIS submitted with the application addresses this special circumstance and supports the application. Thus, the application to rezone should be approved.

FINANCIAL and STAFFING CONSIDERATIONS

N/A

ATTACHMENTS

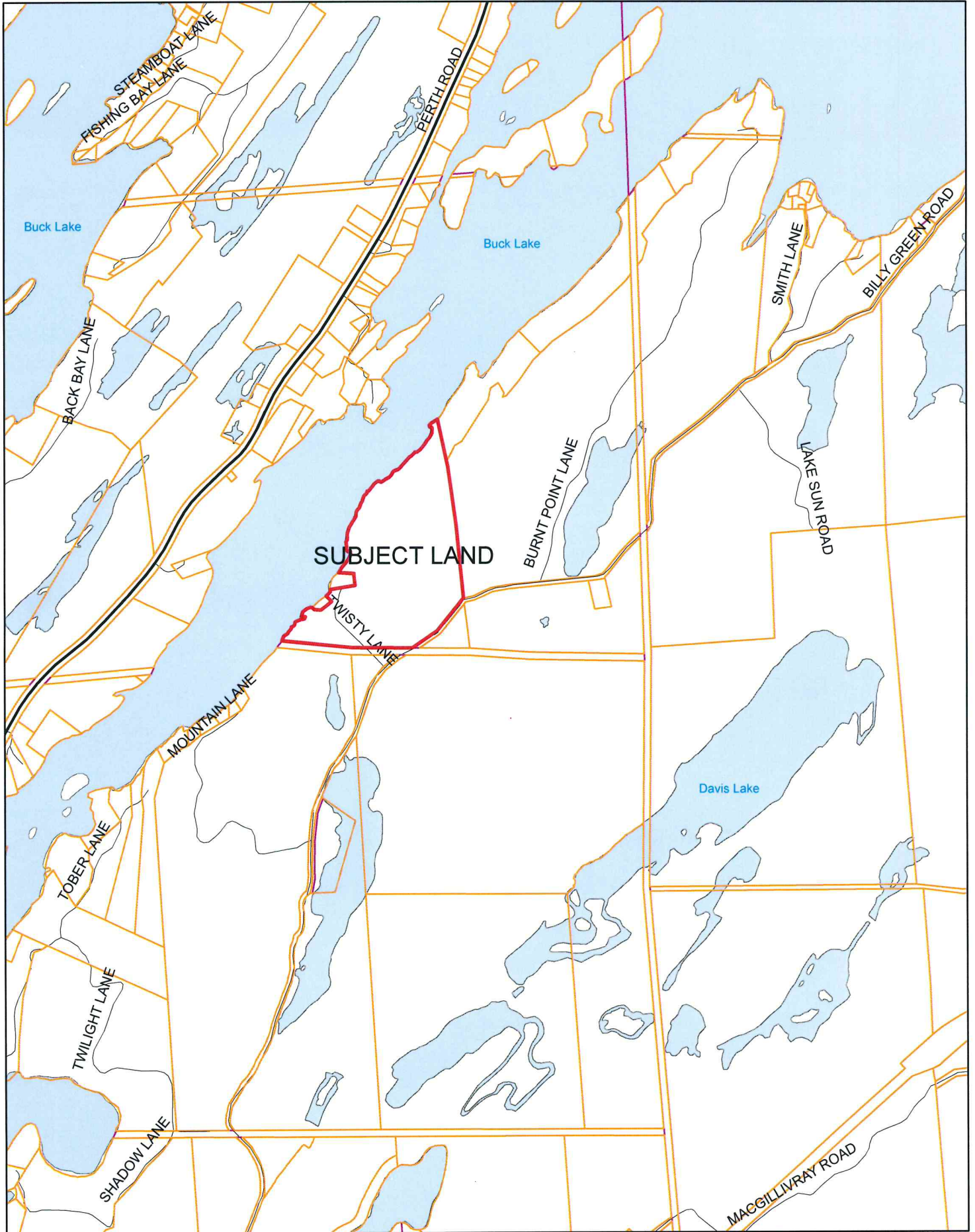
Attachment #1 – shows the location of the subject land.

Attachment #2 - is a depiction of the proposed new lot and retained lot.

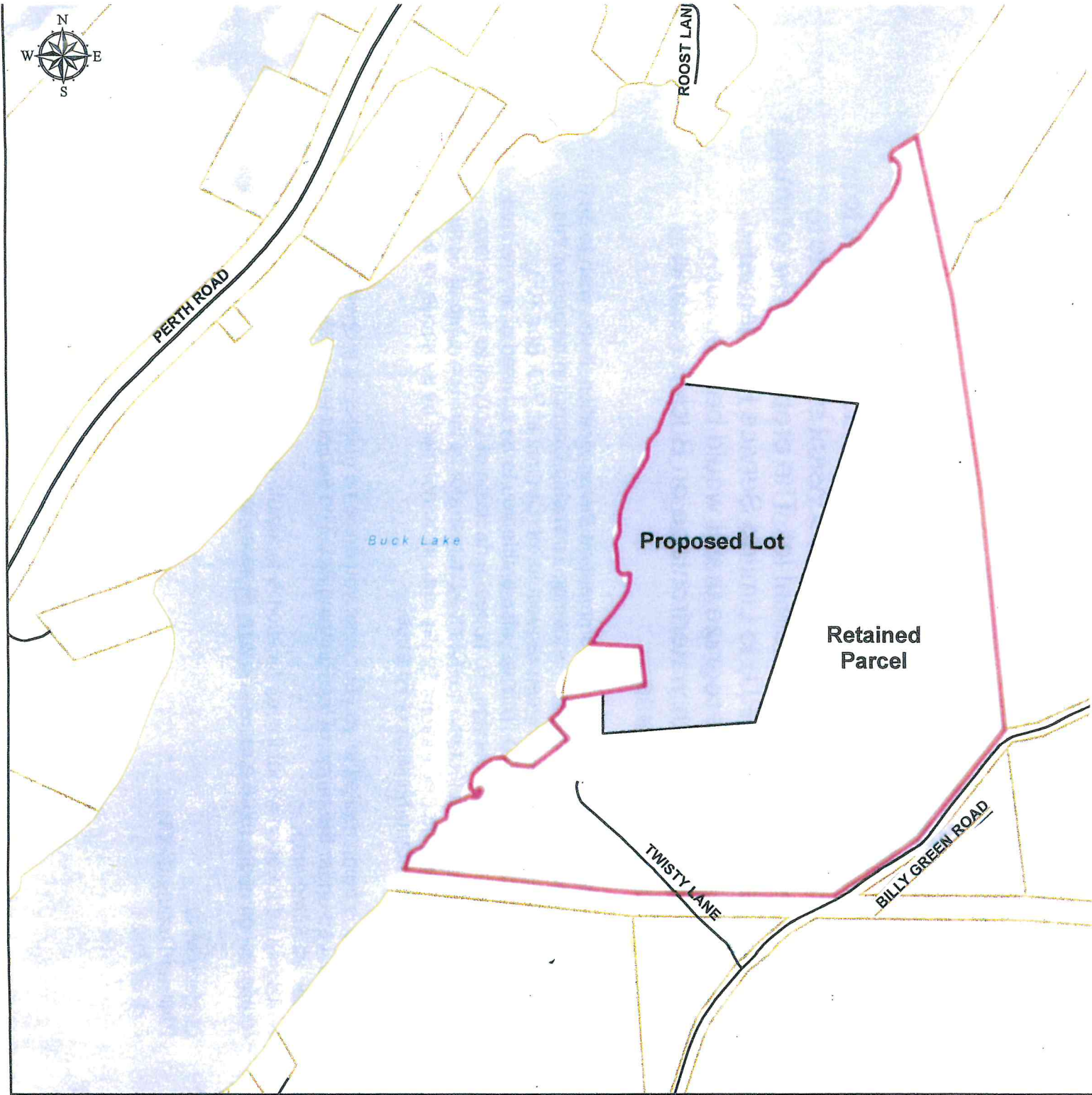
Submitted/Approved by: Lindsay Mills Prepared by: Lindsay Mills

HamiltonMilliganZoningReportToCouncil

ATTACHMENT #1



ATTACHMENT #2





REPORT TO COUNCIL CLERKS DEPARTMENT



AGENDA DATE: January 16, 2018

SUBJECT: Notice of Motion – Amend Schedule A-44 of By-law 2017-80

RECOMMENDATION

That Council support the notice of motion to amend Schedule A-44 of By-law 2017-80 and direct staff to present this amendment at the February 6, 2018 Council meeting.

BACKGROUND

Council's Procedural By-law 2017-76 establishes the process for Notice of Motion.

At the Committee of the Whole Meeting of January 9, 2018, Councillor Schjerning served a notice of motion to amend Schedule A-44 of By-law 2017-80 respecting the setting of speed limits on Township Road 5 (Rutledge Road).

A notice of motion requires a seconder at the next regular Council meeting. If seconded, the motion is debated and voted on.

ATTACHMENTS

By-law 2017-80

Submitted/approved by:

Angela Maddocks
Deputy Clerk

TOWNSHIP OF SOUTH FRONTENAC

BY-LAW 2017-80

A BY-LAW TO AMEND BY-LAW 2000-01, BEING A BY-LAW TO REGULATE THE USE OF TRAFFIC, PARKING AND STOPPING ON HIGHWAYS AND BRIDGES IN THE TOWNSHIP OF SOUTH FRONTENAC, TO REGULATE SPEEDS AS OUTLINED IN SCHEDULE "A".

WHEREAS By-law 2000-01 regulates the use of traffic, parking and stopping on highways and bridges under the jurisdiction of the Council of the Corporation of the Township of South Frontenac, pursuant to the Municipal Act, R.S.O. 1990, Ch. 45, as amended and the Municipal Act, 2001, Ch. 25, as amended; and

WHEREAS Council wishes to amend By-law 2000-01 as amended, for the purposes of regulating speed on various roads.

NOW THEREFORE THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC, BY ITS COUNCIL, HEREBY ENACTS AS FOLLOWS:

1. That the attached Schedule "A-44" is hereby added to By-law 2000-01 as amended.
2. That the Schedule "A-4" of By-Law 2000-01 be repealed
3. That the Schedule "A-6" of By-Law 2000-01 be repealed
4. This by-law shall come into force and take effect upon the posting of the appropriate speed limit signs.

Dated at the Township of South Frontenac this 19 day of December, 2017.

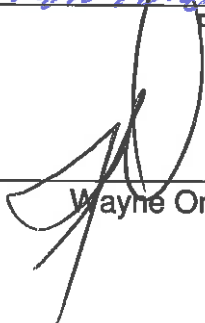
Read a first and second time this 19 day of December 2017.

Read a third time and finally passed this 19 day of December, 2017.

THE CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC



Ron Vandewal, Mayor



Wayne Orr, Clerk-Administrator

SCHEDULE "A-44"
(By-law 2017-80)

Maximum Rate of speed 60 kilometers (35 miles) per hour.

<u>Highway</u>	<u>From</u>	<u>To</u>
Township Road 5	400m East of East Limits of Road 38	Easterly 700m
Township Road 5	150m East of Sydenham High School Property	Easterly to 300m East of Township Road 9



REPORT TO COUNCIL TREASURY DEPARTMENT



AGENDA DATE: January 16th, 2018

SUBJECT: 2018 Interim tax by-law

RECOMMENDATION:

That By-law 2018-02 be approved by Council.

BACKGROUND:

Under Section 290 of the *Municipal Act, 2001*, S.O. 2001, the Council of a local municipality, before having adopted its final tax rate for the year can pass a by-law to levy interim amounts on the assessment of the property in the local municipality.

The attached by-law provides for the interim billing of 35% of the prior year's tax levy with a due date of Friday, March 30th, 2018. Further, the by-law provides for penalties to be charged the 1st of each month on outstanding arrears at a rate of 1.25%

ATTACHMENTS:

By-law 2018-02

Submitted/approved by:

Louise Fragnito

Prepared by:

Louise Fragnito



REPORT TO COUNCIL TREASURY DEPARTMENT



AGENDA DATE: January 16th, 2018

SUBJECT: Investment Update

RECOMMENDATION:

That Council adopt the Corporate Services Committee recommendation, that no changes be made to the Township's current investment strategy and that an RFP for Advisory Services be issued in the first quarter of 2018

BACKGROUND:

The Corporate Services Committee met on January 9th where a summary of the December meeting was provided along with an updated investment summary as of January 2nd, 2018. A copy of the summary is attached. On January 9th the Corporate Services Committee adopted the following recommendation:

That Council support making no changes to the Township's current investment strategy and that an RFP for Advisory Services be issued in the first quarter of 2018

At the December 2017 Corporate Services Committee meeting, updated November investment figures were provided and discussion took place as to alternatives in relation to the Township's current investment strategy. The options included:

- Continuing with investments as per the existing policy
- Review the current operating procedures on asset mix
- Change current investments to only GIC's or money market portfolios
- Incorporate advisory services by going to RFP and based on the results assess possible changes to investment policy and strategy including only using advisory services or a mix of using the ONE fund program and advisory services.

The committee recommended issuing an RFP and to further assess alternatives once the results from the RFP are available.

There was also discussion in relation to the investments in the ONE fund which were linked to perpetual care and monument perpetual care funds. In order to maintain base investment, the recommendation to the committee was to move the funds out of the investment component into the High Interest Savings Account (HISA) of the ONE Fund until a review of the Township's strategy has been completed.

The committee was supportive of this recommendation and the funds have since been moved into the HISA account.

ATTACHMENTS:

Investment summary as of January 2nd, 2018

Submitted/approved by:

Louise Fragnito

Prepared by:

Louise Fragnito

Investment Summary - as of January 2, 2018

	Initial Deposit Aug 3/2016*	2016 Interest	2016 Market Value Adj	2016 Net Change	Balance Dec 31/16	%
Bond	3,060,000.00	30,989.56	-42,653.94	-11,664.38	3,048,335.62	-0.38%
UCB	1,146,250.00	11,461.90	-43,388.21	-31,926.31	1,114,323.69	-2.79%
Equity	893,750.00	0.00	53,261.84	53,261.84	947,011.84	5.96%
Total	5,100,000.00	42,451.46	-32,780.31	9,671.15	5,109,671.15	0.19%
Royal Bank Interest Calculation		25,013.21				

	Initial Deposit Dec 20/2017	2017 YTD Interest	2017 YTD Market Value Adj	2017 YTD Net Change	Balance Jan 2/18	%
HISA	560,000.00	0.00	0.00	0.00	560,000.00	0.00%
Bond		71,588.19	-77,179.39	-5,591.20	3,042,744.42	-0.18%
UCB		28,748.38	-7,947.62	20,800.76	1,135,124.45	1.87%
Equity		0.00	94,063.12	94,063.12	1,041,074.96	9.93%
Total		100,336.57	8,936.11	109,272.68	5,778,943.83	1.93%
Royal Bank Interest Calculation		60,195.55				

	LTD Interest	LTD Market Value Adj	LTD Net Change	Balance Jan 2/18	%
HISA	0.00	0.00	0.00	560,000.00	0.00%
Bond	102,577.75	-119,833.33	-17,255.58	3,042,744.42	-0.56%
UCB	40,210.28	-51,335.83	-11,125.55	1,135,124.45	-0.97%
Equity	0.00	147,324.96	147,324.96	1,041,074.96	16.48%
Total	142,788.03	-23,844.20	118,943.83	5,778,943.83	2.10%
Royal Bank Interest Calculation		85,208.76			

* adjusted for redemption in December 2017

Redemption of Perpetual Care/Monument Perpetual Care						
December 2018		LTD Interest	LTD Market Value Adj	LTD Net Change	Balance Dec 20/17	%
Bond	334,800.00	10,396.00	-10,802.94	-406.94	334,393.06	-0.12%
UCB	111,600.00	3,976.88	-4,031.31	-54.43	111,545.57	-0.05%
Equity	111,600.00	862.34	17,946.39	18,808.73	130,408.73	16.85%
Total	558,000.00	15,235.22	3,112.14	18,347.36	576,347.36	3.29%



REPORT TO COUNCIL PUBLIC WORKS DEPARTMENT



AGENDA DATE: January 16, 2018

SUBJECT: Ontario Municipal Commuter Cycling Program

RECOMMENDATION:

That Council pass a By-law 2018-01, to authorize the execution of the agreement for funding from the Ontario Municipal Commuter Cycling Program (OMCCP) in the amount of \$80,882.00.

BACKGROUND:

The Province announced in early December 2017, the recipients of the Ontario Municipal Commuter Cycling Program. The County of Frontenac is receiving \$120,177.00, and South Frontenac is receiving \$80,882.00.

When staff submitted the funding request we identified two (2) projects:

<u>Projects:</u>	<u>Description:</u>
Harrowsmith Road	Asphalt overlay with fully paved shoulders from Harrowsmith Village to Sydenham Village.
Bedford Road	Urban cross section with raised cycling facility leading to Sydenham Village.

FINANCIAL/STAFFING IMPLICATIONS:

Both of these projects are approved in the 2018 Capital Budget.

The Harrowsmith Road tender will be issued in the spring and it may be best to await the contract price before selecting which project the OMCCP funding should be directed to.

Submitted/approved by:

**Mark Segsworth, P. Eng.
Public Works Manager**



REPORT TO COUNCIL PUBLIC WORKS DEPARTMENT



AGENDA DATE: January 16, 2018

SUBJECT: Storrington Centre

RECOMMENDATION:

That Council release the hold on the Storrington Centre budget and direct staff to issue a RFP to include a new septic system, accessible washrooms and entrances, kitchen upgrades and a new folding wall.

BACKGROUND:

Council has requested that the scope of work to be included as part of the Storrington Centre Upgrades be approved prior to tender.

Staff have met with the Storrington Recreation Committee to seek their input as to what they feel is required in addition to accessibility upgrades.

As well, a new septic system is necessary to accommodate existing occupancy (~190)

As a result, the tender that will be issued this month includes accessible entrances and washrooms, kitchen enhancements, a new folding wall and septic system.

FINANCIAL/STAFFING IMPLICATIONS:

An amount of \$333,000.00 was approved in the 2018 Capital Budget as a carryover from 2017.

Submitted/approved by:

Mark Segsworth, P. Eng.
Public Works Manager



REPORT TO COUNCIL PUBLIC WORKS DEPARTMENT



AGENDA DATE: January 16, 2018

SUBJECT: O.P.P Station – Back-up Building Generator

RECOMMENDATION:

That Council release the hold on the purchase and installation of a back-up building generator at the O.P.P. Station and direct staff to issue a tender in accordance with the procurement by-law.

BACKGROUND:

After reviewing the building drawings with Councillor Revill, the existing generator on site at the O.P.P. Station only provides fire pump back-up power for the sprinkler system. The proposed back-up building generator will provide power for all other building requirements.

FINANCIAL/STAFFING IMPLICATIONS:

\$80,000 was approved in the 2018 Capital Budget pending a follow up report to, and approval, by Council.

ATTACHMENTS:

N/A

Submitted/approved by:

**Mark Segsworth, P. Eng.
Public Works Manager**

Prepared by:

**Jamie Brash, Supervisor
Solid Waste/Facilities**



REPORT TO COUNCIL CLERK'S DEPARTMENT



AGENDA DATE: January 16, 2018

SUBJECT: By-Law Enforcement Services Contract

RECOMMENDATION:

That Council adopt the recommendation of the Corporate Services Committee and extend the contract with Frontenac Municipal Law Enforcement Inc. for a further two years from March 1, 2018 to February 28, 2020.

BACKGROUND:

On January 9, the Corporate Services committee passed the following recommendation:

That the Corporate Services Committee recommend the extension of the contract with Frontenac Municipal Law Enforcement Inc. for a further two years (March 1, 2018 to February 28, 2020)

The committee also asked staff to investigate over the next two years the opportunity / benefit for providing these services in house in collaboration with adjoining municipalities.

The current provider has been a long term vendor for the Township providing services that have meet the Townships needs and budget. The firm is very experienced and provides services for over 15 other local municipalities in Eastern Ontario. South Frontenac contracts for the following services:

Investigation, reporting, resolving violations, issuing violation tickets and/or warnings, including but not limited to: Animal Control, Development / Zoning, Noise, Parking, Safe Property, Refuse/Debris, Signage and Trailers. In addition to the above, the Municipality may wish to provide increased proactive enforcement based upon Council priorities.

Services were last tendered in 2015. At that time only one submission was received.

Council passed the following motion on March 3, 2015

- That Council award a three year contract with an option to renew for two additional years, effective March 1, 2015, to Frontenac Municipal Law Enforcement Inc.
- And that that Mayor and COA are directed to sign a contract to this effect.

The Corporate Services Committee was informed of the pending expiry of the initial three years in December. At that time staff were asked to explore if there are other service providers.

Commissionaires- Kingston Region has been contacted and they indicate that they provide bylaw services for business parking lots in the City of Kingston and some general services for the City of Brockville. They would welcome the opportunity to bid should a tender be issued.



REPORT TO COUNCIL
CLERK'S DEPARTMENT



FINANCIAL/STAFFING IMPLICATIONS:

The actual expenses for 2016 for the contracted services were \$61,952.85. For 2017 the year end estimate is \$61,325.

Approved Budget for 2018 is \$68,450

ATTACHMENTS:

None

Submitted/approved by:

Wayne Orr

Prepared by:

Wayne Orr

Storrington District Recreation Committee

DRAFT Monday, November 27th, 2017, 7:30 pm, Sunbury

MINUTES OF MEETING

CALL TO ORDER- 7:38 pm

ATTENDANCE- Alvin Wood, Kevin Fox, Norm Roberts, Roberta Smith, Annie Campbell, Ellwood Rollins, John Kot, Dave Fisher, Amanda Pantrey

DELEGATIONS- None.

APPROVAL OF AGENDA-

Kevin moved to approve the agenda, seconded by Annie

Carried

APPROVAL OF MINUTES-

Kevin moved to approve the minutes from October 23rd, 2017, as amended, seconded by Dave

Carried

CHAIR REMARKS- None.

BUSINESS ARISING-

Canada150 Time Capsule- Submissions closing December 21st.

2018 Activity Guide- Submissions closing December 8th. Please send directly to Jeff Green at the Frontenac News. Contact Alvin if there are any issues.

Canada Day Food Caterer- Alvin needs information to put together the ad for the Recreation Guide. Dave will send to Alvin.

2018 Celebrate Canada Launch- Kevin submitted the grant- Thanks Kevin!

Storrington Retirees- There are lights out in the Center, and 2 walk way lights are out. Alvin will call Jamie.

The tree looks great again this year! Another set of lights have been ordered for the bottom. Thanks to Jamie for the work for the tree!

Baseball- Sponsor banners are down and stored. They will be put up again next year, providing payment. Tim is looking into the Healthy Kids banner and if will be put up again next year.

Soccer- Alvin needs access to the shed- he will borrow Norm's key and return it to him. The 'warning' signs are now up in response to the death in Napanee this summer caused by the soccer nets. The Soccer Association has sent out layout to the township for next year, and the nets will continue to be locked up. Soccer balls with the clubs' logo have been ordered.

Horseshoes- Nothing.

SOUTH FRONTENAC RECREATION COMMITTEE- Nothing- committee will meet again in December.

SOUTH FRONTENAC COUNCIL- Budget is going to Council December 5th. There should be operational money going to Inverary Ball Field. Storrington Center drawings are still out to the architect. The tender will go out in January, which will go through Alvin, Mark, and Jamie before approved. Roberta expresses that everything should be cleaned up during the renovations so the center can still be used effectively.

NEW BUSINESS- The election of officers will take place at the next meeting. Please come prepared for nominations.

OTHER BUSINESS- It is discussed that there should be a protocol for cancelling meetings. It is decided that the Chair will make the call and inform the Secretary who will let the other committee members know via email by no later than 5:00 pm, the day of the canceled meeting. If you are unable to make it to a meeting, please let the Secretary or Chair know. A quorum for this committee will 5 members. The meeting start time is going to be 7:30 pm going forward.

NEXT MEETING- The next meeting will be December 21st, 2017 at 7:30 pm in Sunbury.

Elwood made a motion for adjournment at 8:03 pm.

Carried

Minutes of Corporate Services Committee
December 12, 2017

Time: 8:30 a.m.

Location: Council Chambers

Present: Alan Revill, Chair, Councillor Brad Barbeau, Councillor Ross Sutherland,
Mayor Ron Vandewal

Staff: Wayne Orr, Chief Administrative Officer, Louise Fragnito, Treasurer, Angela Maddocks, Deputy Clerk

1. Call to Order
2. Declaration of pecuniary interest and the general nature thereof - N/A
3. Approval of Minutes
 - a) November 14, 2017

Resolution No. CSC-2017-12-12-01

Moved by Mayor Vandewal Seconded by Councillor Sutherland

THAT the minutes of the November 14, 2017 meeting be approved.

Carried

4. Business Arising from the Minutes
 - a) Annual Education/Website Updates

Louise Fragnito anticipates a town hall meeting in late February that will review the procurement process, tender submissions, information on how to access tender information, staff contact and how to sign up for subscribing to the "tender" page on the website. Notification of the meeting will be included on the website and the advertising banner with a mailout to vendors of records for the last two years.

- b) Hall Rental Fees

The committee reviewed the breakdown provided by the Treasurer on Township facilities with a comparison on the 3 year and 5 year averages. The report clearly outlined the fact that revenues present only a small fraction of the costs associated with the operations of township facilities and parks. Historically, user groups have donated goods towards the use of the hall and this was considered a return for the use of the facility. The goal is to have a consistent criteria in place for users and that any funds raised by user groups stays in South Frontenac.

Mark Segsworth and Tim Laprade are still working on this issue.

- c) Social Media

Wayne Orr reported that the Facebook and Twitter accounts will be activated in early January.

There was discussion about providing social media training to the 2018-2022 Council.

- d) Exterior Signage

Signage is now complete.

5. New Business

a) By-law Services - Contract Renewal or Extension (March 2018)

Wayne Orr reported that there is a two year renewal option in the current contract for By-law Services that expires in March 2018.

Councillor Barbeau suggested "commissionaires" who advertise the provision of by-law services. Chairman Revill indicated that commissionaires do not do field work.

Mayor Vandewal was supportive of the renewal of the existing contract.

Wayne Orr will look into the services provided by commissionaires and report back to the committee in January.

b) Investment Update

Louise Fragnito reported that investments are back in a positive position noting that the overall regular return on investments was 2.75% for the year. Discussion concerning alternatives and options for investments took place.

Councillor Barbeau left the meeting at 9:04 a.m.

6. Next Meeting

- a) The Deputy Clerk will circulate the schedule for meetings early in the New Year.

7. Adjournment

- a) The meeting was adjourned at 9:10 a.m.

**TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2018-01**

A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO, REPRESENTED BY THE MINISTER OF TRANSPORTATION, FOR FUNDING PROVIDED BY THE PROVINCE OF ONTARIO UNDER THE ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM TO INVEST IN COMMUTER INFRASTRUCTURE.

WHEREAS pursuant to Section 9 of the Municipal Act 2001, as amended, the municipality is empowered to pass by-laws for the operation of the municipality and to enter into agreements;

AND WHEREAS it is deemed appropriate for the Township of South Frontenac to enter into an agreement with Her Majesty the Queen in Right of The Province of Ontario, as represented by the Minister of Transportation, for funding provided by the Province of Ontario under the Ontario Municipal Commuter Cycling (OMCC) Program to recognize that investment in commuter cycling is a key component in Ontario's Climate Change Action Plan;

NOW THEREFORE THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC, BY ITS COUNCIL, HEREBY ENACTS AS FOLLOWS:

1. That the Corporation of the Township of South Frontenac enters into an agreement with Her Majesty of the Queen in Right of the Province of Ontario, as represented by the Minister of Transportation for The Province of Ontario in the general form and content as Schedule "A" hereto attached.
2. That the Mayor and the Chief Administrative Officer/Clerk be confirmed as the signing officers for the Corporation of the Township of South Frontenac.
3. That this by-law shall come into force and take effect on the date of its passing.

Dated at the Township of South Frontenac this 16th day of January 2018.

Read a first and second time this 16th day of January 2018.

Read a third time and finally passed this 16th day of January 2018.

THE CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC

Ron Vandewal, Mayor

Wayne Orr, Chief-Administrative Officer

SCHEDULE A
to
BY-LAW 2018-01

**ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM
TRANSFER PAYMENT AGREEMENT**

THIS TRANSFER PAYMENT AGREEMENT for the Ontario Municipal Commuter Cycling (OMCC) Program (the “**Agreement**”), made in quadruplicate, is effective as of the Effective Date (both “**Agreement**” and “**Effective Date**” as defined in section A1.2 (Definitions)).

B E T W E E N:

Her Majesty the Queen in right of Ontario

as represented by the Minister of Transportation for the Province of Ontario

(the “**Province**”)

- and -

Corporation of the Township of South Frontenac

(the “**Recipient**”)

BACKGROUND

The Province and the Recipient (the “**Parties**”) recognize that investment in commuter cycling infrastructure is a key component in Ontario’s Climate Change Action Plan.

The Recipient has applied to the Province for funds to assist the Recipient in completing the Projects on the Eligible Projects List (“**Projects**” and “**Eligible Projects List**” as defined in section A1.2 (Definitions)) and further described in Schedule “C” (Eligible Projects List and Timelines).

The Projects support the provincial goals of implementing new or expanded commuter cycling infrastructure to support commuter and frequent cycling.

The Province has agreed, subject to the terms and conditions set out in the Agreement, to financially contribute to the completion of the Projects.

The Agreement sets out the terms and conditions upon which the Province has agreed to provide the Recipient with funding towards the Eligible Costs of each Eligible Project

(“**Eligible Costs**” and “**Eligible Project**” as defined in section A1.2 (Definitions)), up to the maximum set out in the Agreement, and the Recipient has agreed to fund a minimum of 20% of the Eligible Costs of each Eligible Project.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 **Entire Agreement.** The Agreement, including:

- Schedule “A” - General Terms and Conditions
 - Schedule “B” - Recipient Information
 - Schedule “C” - Eligible Projects List and Timelines
 - Sub-schedule “C.1” - Eligible Projects List
 - Schedule “D” - Description of Annual Allocations
 - Sub-schedule “D.1” - Table of Annual Allocations
 - Sub-schedule “D.2” - Form of Annual Declaration of OMCC Participation
 - Schedule “E” - Eligible and Ineligible Costs
 - Schedule “F” - Reporting and Evaluation
 - Schedule “G” - Communications Protocol
 - Schedule “H” - Disposal of and Revenues from Assets
 - Schedule “I” - Aboriginal Consultation Protocol
 - Schedule “J” - Certificates and Declarations
 - Sub-schedule “J.1” - Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Funding Certificate
 - Sub-schedule “J.2” - Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Eligible Projects Declaration
 - Sub-schedule “J.3” - Ontario Municipal Commuter Cycling (OMCC) Program Form of Solemn Declaration of Substantial Completion, and
- any amending agreement entered into as provided for in section 4.1 (Amendments),

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

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between

any of the requirements of:

- (a) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail;
- (b) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail; or
- (c) a schedule and any of the requirements of a sub-schedule, the schedule will prevail.

3.0 COUNTERPARTS

- 3.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

- 4.1 **Amendments.** The Agreement may only be amended by a written agreement.
- 4.2 **Execution of Amending Agreements.** An amending agreement under section 4.1 (Amendments) must be executed by the respective representatives of the Parties listed in the signature page below.
- 4.3 **Execution of Amending Agreements - Exceptions.** Despite section 4.2 (Execution of Amending Agreements), an amending agreement under section 4.1 (Amendments) for amendments pursuant to sections C3.2 (Amending Agreement for Changes to the Eligible Projects List), D2.2 (Amending Agreement for Changes to Annual Allocations) or F7.2 (Amending Agreement for Changes to the Reporting) may be executed by the respective authorized representatives of the Parties listed in Schedule “B” (Recipient Information).

5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement.** The Recipient acknowledges that:
 - (a) by receiving Funds (as defined in section A1.2 (Definitions)) it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Projects and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Projects; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

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

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO** as represented by the Minister of
Transportation for the Province of Ontario

Date

Name: **Jamie Austin**

Title: **Director, Transportation Policy Branch**

Corporation of the Township of South Frontenac

Date

Name: **Mr. Ron Vandewal**

Title: **Mayor**

I have authority to bind the Recipient.

Date

Name: **Mr. Wayne Orr**

Title: **Chief Administrative Officer**

I have authority to bind the Recipient.

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

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings.

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

“Aboriginal Community” has the meaning ascribed to it in section 11.1 (Definitions).

“Agreement” means this Transfer Payment Agreement for the Ontario Municipal Commuter Cycling (OMCC) Program entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Entire Agreement), and any amending agreement entered into pursuant to section 4.1 (Amendments).

“Annual Allocation” means an annual allocation set out in Sub-schedule “D.1” (Table of Annual Allocations).

“Annual Declaration of OMCC Participation” means an annual declaration of OMCC participation, in the form set out in Sub-schedule “D.2” (Form of Annual Declaration of OMCC Participation).

“Annual Eligible Projects Declaration” means an annual Eligible Projects declaration, in the form set out in Sub-schedule “J.2” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Eligible Projects Declaration).

“Annual Financial Reports” means the Annual Financial Reports described in Article F1.0 (Annual Financial Reports).

“Annual Funding Certificate” means an Annual Funding Certificate, in the form set out in Sub-schedule “J.1” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Funding Certificate).

“Annual Implementation Reports” means the Annual Implementation Reports described in section F2.1 (Annual Implementation Reports).

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

“Authorities” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement or any Eligible Project, or both.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Cap and Trade Program” means Ontario’s Cap and Trade Program.

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

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

“Eligible Costs” means the costs that are eligible for funding under the Agreement and that are described in Article E2.0 (Eligible Costs).

“Eligible Project” means a commuter cycling project that is listed on the Eligible Projects List.

“Eligible Projects List” means the list of Eligible Projects in Sub-schedule “C.1” (Eligible Projects List).

“Environmental Laws” means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and

treatment of environmental contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada) and *Navigation Protection Act* (Canada).

“**ERS**” means the Ontario Enterprise Registration System.

“**Event of Default**” has the meaning ascribed to it in section A13.1 (Events of Default).

“**Expiry Date**” means March 31, 2021.

“**Final Report**” means the Final Report described in Article F3.0 (Final Report).

“**Funding Year**” means:

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

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

“**Generally Accepted Auditing Standards**” means Canadian Generally Accepted Auditing Standards as adopted by the Canadian Institute of Chartered Accountants applicable as of the date on which such record is kept or required to be kept in accordance with such standards.

“**GHG**” means greenhouse gas.

“**Government of Ontario**” includes any ministry, agency or Crown corporation of the Government of Ontario.

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

“**Ineligible Costs**” means the costs that are ineligible for funding under the Agreement, and that are described in Article E3.0 (Ineligible Costs).

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to paragraph A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4 (Recipient Not Remediating).

“OMCC” means Ontario Municipal Commuter Cycling.

“OMCC Program” means the Ontario Municipal Commuter Cycling Program.

“Parties” means the Province and the Recipient.

“Partner” means any entity, other than a Third Party, participating in and contributing to the Project, other than financially only, as described in the Recipient’s application submitted to the Province or, with the written consent of the Province, as subsequently permitted to participate or contribute to the Project.

“Partner Agreement” means a legally binding agreement between the Recipient and a Partner.

“Party” means either the Province or the Recipient.

“Projects” means, collectively, the Eligible Projects.

“Projects End Date” means, in respect of the Projects, December 30, 2020.

“Reports” means the reports described in Schedule “F” (Reporting and Evaluation).

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

“Solemn Declaration of Substantial Completion” means the Solemn Declaration of Substantial Completion, in the form set out in Sub-schedule “J.3” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Solemn Declaration of Substantial Completion).

“Substantial Completion” means substantially performed, as described in and will be determined in accordance with, subsection 2(1) of the *Construction Lien Act* (Ontario) for each Eligible Project, and for the purposes of the Projects, means the substantial completion of the last Eligible Project on or before December 30, 2020.

“Substantial Completion Date” means the substantial completion date indicated on the Solemn Declaration of Substantial Completion.

“**Term**” means the period of time described in section A3.1 (Term).

“**Third Party**” means any legal entity, other than a Party, who supplies goods or services, or both, to the Recipient for any of the Eligible Projects.

“**Timelines**” means the date set out in section C2.1 (Timelines).

“**Usage Data Report**” means the Usage Data Report described in Article F4.0 (Usage Data Report).

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Projects;
- (c) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of an Eligible Project, the Funds, or both;
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds including, without limitation, information relating to any eligibility requirements and Eligible Project, and the Timelines was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (e) it is registered with the ERS and the information it provided for the ERS was true and complete at the time it provided it and will continue to be true and complete;
- (f) it is not in default of any term, condition or obligation under any transfer payment or loan agreement with Her Majesty the Queen in right of Ontario or one of Her agencies; and
- (g) its past performance with respect to any project under a transfer payment agreement with Her Majesty the Queen in right of Ontario or one of Her agencies was considered satisfactory by that party.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and

(b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete each Eligible Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of each Eligible Project, and strategies to address the identified risks to meet the Projects End Date, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0 (Reporting, Accounting, and Review); and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon request of the Province and within the timelines set out in the request, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0 (Representations, Warranties and Covenants).

A3.0 TERM OF THE AGREEMENT AND EXTENSION

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 (Termination on Notice), Article A12.0 (Termination Where No Appropriation or Funds under the Cap and Trade Program) or Article A13.0 (Events of Default, Corrective Action, and Termination for Default).

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will, in respect of the Projects:

- (a) provide Funds to the Recipient up to the aggregate of each Annual Allocation for the Recipient to use towards the Eligible Costs of any Eligible Project;
- (b) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1 (Funds Provided):

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient complies with the conditions precedent set out in paragraphs A32.1(a) and (b);
- (b) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon any of the following:
 - (i) the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1 (Preparation and Submission);
 - (ii) the number of recipients, other than the Recipient, participating in the OMCC Program; or
- (c) if, pursuant to the *Financial Administration Act* (Ontario) or the Cap and Trade Program, the Province does not receive the necessary appropriation from the Ontario Legislature or the necessary funds for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and change the Projects; or
 - (ii) terminate the Agreement pursuant to section A12.1 (Termination Where No Appropriation or Funds under the Cap and Trade Program).

A4.3 Carry Out the Eligible Projects. The Recipient will, in respect of the Projects and each Eligible Project:

- (a) determine which Eligible Projects, from the Eligible Projects List, the Recipient will carry out;
- (b) carry out each Eligible Project in accordance with the Agreement; and
- (c) complete each Eligible Project the Recipient has chosen to carry out pursuant to paragraph A4.3(a) by the Projects End Date.

A4.4 Use of Funds and Carry out the Projects. The Recipient will, in respect of each Eligible Project, do all of the following:

- (a) use the Funds only for the purpose of carrying out the Eligible Project;
- (b) spend the Funds only in accordance with the Agreement, including the Annual Allocations;
- (c) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario; and
- (d) contribute a minimum amount of 20% towards the total Eligible Costs of each Eligible Project, irrespective of any contribution received from any third party source, including any Partner.

A4.5 Interest Bearing Account. If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.6 Interest. If the Recipient earns any interest on the Funds:

- (a) the Recipient may use the interest earned toward the Eligible Costs of any Eligible Project but cannot reduce the 20% minimum amount towards Eligible Costs for each Eligible Project;
- (b) the Recipient will annually declare the amount of interest earned and describe its use in the Annual Funding Certificate; and
- (c) the Province may demand from the Recipient the payment of an amount equal to any interest:
 - (i) remaining in the possession or under the control of the Recipient by the Projects End Date; or
 - (ii) the Recipient failed to use in accordance with the terms and conditions of the Agreement.

A4.7 Rebates, Credits and Refunds. The Province, in calculating Funds, will deduct from any Annual Allocation any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

A4.8 Recipient's Acknowledgement of Responsibility for Projects. The Recipient will assume full responsibility for each Eligible Project including, without limitation:

- (a) complete, diligent and timely implementation in accordance with the terms and conditions of the Agreement;
- (b) the entire costs of the Eligible Project including, without limitation, overruns if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, demolition or reconstruction, as required and as per appropriate standards, and any related costs for the full lifecycle of the Eligible Project; and
- (d) undertaking, or causing to be undertaken, any engineering and construction work in accordance with industry standards.

A4.9 Disclosure of Other Financial Assistance and Adjustments. The Recipient agrees:

- (a) to inform the Province promptly of any financial assistance received, other than from the Province pursuant to the Agreement, for any Eligible Project; and
- (b) if the Recipient receives or is owed financial assistance from the Government of Ontario, other than from the Province pursuant to the Agreement, in respect of the Eligible Costs of an Eligible Project, the Province may reduce the Funds or demand the repayment of Funds in an amount up to the financial assistance received or owed.

A4.10 Inability to Complete Eligible Projects. If, at any time during the Term, the Recipient determines that it may not be possible for it to complete an Eligible Project on or before December 30, 2020 for any reason including, without limitation, lack of funding available for the Eligible Project (the “**Issue**”), the Recipient will immediately notify the Province of that determination and provide the Province with a summary of the measures that the Recipient proposes to remedy the Issue. If the Province is not satisfied that the measures proposed will be adequate to remedy the Issue, then the Province may initiate any one or more of the actions provided for in section A13.2 (Consequences of Events of Default and Corrective Action).

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, RELATED CONTRACTS AND DISPOSAL OF ASSETS

A5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply to the extent applicable with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 Disposal. The Recipient will not, without the Province's prior written consent, sell, lease or otherwise dispose of any Asset other than in accordance with the terms and conditions set out in Schedule "H" (Disposal of and Revenues from Assets).

A5.3 Contract Provisions. The Recipient will ensure that all Contracts are consistent with, and incorporate, the applicable terms and conditions of the Agreement. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to:

- (a) ensure that proper and accurate accounts and records are maintained for at least 7 years after the expiry or early termination of the Agreement;
- (b) ensure compliance with all applicable Requirements of Law including, without limitation, labour and human rights legislation; and
- (c) secure the respective rights of the Province, any authorized representative and any independent auditor identified by the Province in paragraph A7.3(b), and the Auditor General in section A7.6 (Auditor General).

A6.0 CONFLICT OF INTEREST

A6.1 No Conflict of Interest. The Recipient will carry out each Eligible Project and use the Funds without an actual, potential or perceived conflict of interest.

A6.2 Conflict of Interest Includes. For the purposes of this Article A6.0 (Conflict of Interest), a conflict of interest includes any circumstances where, in respect of each Eligible Project:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Eligible Project, the use of the Funds, or both.

A6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTING, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1 (Notice in Writing and Addresses), all Reports in accordance with the timelines and content requirements as provided for in Schedule "F" (Reporting and Evaluation), or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1 (Notice in Writing and Addresses), any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by the Recipient's chief administrative officer or, as set out otherwise in the Agreement or with the consent of the Province, another authorized signing officer.

A7.2 Record Maintenance and Audit.

- (a) The Recipient will, in respect of each Eligible Project, keep and maintain:
 - (i) all financial records including, without limitation, invoices relating to the Funds or otherwise the Eligible Project in a manner consistent with generally accepted accounting principles; and
 - (ii) all non-financial documents and records relating to the Funds or otherwise to the Eligible Project, including without limitation, all Contracts and Partner Agreements.

- (b) Unless otherwise specifically set out in the Agreement, the Recipient will request and manage the undertaking of all audits for each Eligible Project by accredited external independent auditors and the delivery of corresponding audit reports, at its own expense, in accordance with Generally Accepted Auditing Standards and in the timeframe set out in the Agreement.

A7.3 Inspection and Data Collection .

- (a) The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense and at any time, during normal business hours, enter upon the Recipient's premises to review the progress of any Eligible Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:
 - (i) inspect and copy the records and documents referred to in section A7.2 (Record Maintenance and Audit);
 - (ii) remove any copies made pursuant to paragraph A7.3(a) from the Recipient's premises; and
 - (iii) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, any Eligible Project, or both.
- (b) The Recipient will ensure all Contracts and Partner Agreements include the right of the Province, any authorized representative, any independent auditors identified by the Province, or the Auditor General to carry out the inspection and audits contemplated pursuant to the Agreement and will coordinate the access of the Province with any Third Party and Partner for the purpose of such inspections and audits.
- (c) The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense and at any time, during normal business hours, may direct the Recipient to undertake an intercept survey of cyclists for a completed Eligible Project.
 - (i) Where the Province exercises this right, the Recipient's must distribute a copy of intercept survey documentation to individuals cycling on completed Eligible Project.
 - (ii) The Province will be responsible for providing all required intercept survey documentation to the Recipient and for collecting any information obtained through this survey.

(iii) The Recipient will be required to distribute the intercept survey documentation on the specified day from 07:00 and 10:00; from 12:00 and 14:00, which will be at least 12 months but no more than 24 months after Substantial Completion of an Eligible Project.

(d) The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense and at any time, during normal business hours, may undertake an intercept survey of cyclists using any completed Eligible Project.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3 (Inspection), the Recipient will disclose any information requested by the Province, any authorized representative, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under this Article A7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A7.7 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledgement of Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province as set out in Schedule "G" (Communications Protocol).

A8.2 **Publication.** The Recipient will indicate, in any of its Projects-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with any Eligible Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Projects would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide the Province, prior to Funds being provided in each Funding Year, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1 (Recipient's Insurance); and
- (b) upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

A11.0 TERMINATION ON NOTICE

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

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

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

A12.0 TERMINATION WHERE NO APPROPRIATION OR FUNDS UNDER THE CAP AND TRADE PROGRAM

A12.1 Termination Where No Appropriation or Funds under the Cap and Trade Program. If, as provided for in paragraph A4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature or funds under the Cap and Trade Program for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation or Funds under the Cap and Trade Program. If the Province terminates the Agreement pursuant to section A12.1 (Termination Where No Appropriation or Funds under the Cap and Trade Program), the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand the payment of any Funds remaining in the possession or under the control of the Recipient; and

- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to paragraph A12.2(b).

A12.3 No Additional Funds. If pursuant to paragraph A12.2(c), the Province determines that the costs to wind down the Projects exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENTS OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement including, without limitation, failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out any Eligible Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A7.1(b).
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the OMCC Program;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate; or
- (e) the Recipient fails to require a Partner or a Third Party to remedy an event such as an Event of Default listed above and the failure is not remedied within, at the latest and if any, the Notice Period given to the Recipient pursuant to section 13.4 (Recipient Not Remediating).

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following

actions:

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

A13.3 Opportunity to Remedy. If, in accordance with paragraph A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

A13.4 Recipient Not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A13.2(b), and:

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

that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A13.2(a), (c), (d), (e), (f), (g), (h) and (i).

A13.5 When Termination Effective. Termination under this Article A13.0 (Events of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A13.0 (Events of Default, Corrective Action, and Termination for Default) and subject to Article D2.0 (Changes to Annual Allocations), if the Recipient has not spent all of the Funds allocated for a Funding Year as provided for in the Annual Allocation for that year, the Province will allow the Recipient to keep the Funds in the account specified under paragraph A4.1(b) and use the Funds in any subsequent Funding Year, up to the Projects End Date, for any Eligible Project in accordance with the Agreement.

A15.0 FUNDS UPON PROJECTS END DATE

A15.1 Funds Upon Projects End Date. The Recipient will, upon the Projects End Date, pay to the Province any Funds and interest earned on the Funds remaining in its possession or under its control.

A15.2 Return of Funds for Incomplete Eligible Project. The Recipient will, if Funds have been used towards an Eligible Project and the Recipient has not completed the Eligible Project by the Projects End Date, pay to the Province an amount equal to any Funds the Recipient used for that Eligible Project.

A16.0 DEBT DUE AND PAYMENT

A16.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

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

A16.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment, such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B” (Recipient Information).

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 **Notice in Writing and Addresses.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule “B” (Recipient Information), or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

A17.3 **Postal Disruption.** Despite paragraph A17.2(a), in the event of a postal disruption:

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

fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision in Article A17.0 (Notice) ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 (Waiver Request) will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 **Other Agreements.** If the Recipient:

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

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 Survival. The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, Schedules, and Sub-schedules, will continue in full force and effect for a period of 7 years from the date of expiry or termination of the Agreement: Articles 1.0 (Entire Agreement), 3.0 (Counterparts), and A1.0 (Interpretation and Definitions) and any other applicable definitions, paragraphs A2.1(a) and A4.2(c), sections A4.6 (Interest), A4.8 (Recipient's Acknowledgement of Responsibility for Projects), A5.2 (Disposal), A7.1 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), A7.2 (Record Maintenance and Audit), A7.3 (Inspection), A7.4 (Disclosure), A7.5 (No Control of Records), A7.6 (Auditor General), and A7.7 (Calculations), Articles A8.0 (Communications Requirements), and 9.0 (Indemnity), sections A11.2 (Consequences of Termination on Notice by the Province), A12.2 (Consequences of Termination Where No Appropriation or Funds Under the Cap Trade Program), A12.3 (No Additional Funds), and A13.1 (Events of Default), paragraphs A13.2(d), (e), (f), (g) and (h), Articles A15.0 (Funds Upon Projects End Date), A16.0 (Debt Due and Payment), A17.0 (Notice), and A19.0 (Severability of Provisions), section A22.2 (Agreement Binding), Articles A23.0 (Governing Law), A25.0 (Joint and Several Liability), A26.0 (Rights and Remedies Cumulative), and A27.0 (Failure to Comply with Other Agreements), this Article A28.0 (Survival), and Articles 29.0 (Aboriginal Consultation), A30.0 (Partners), and Article A31.0 (Agreements for Use of Land).

A29.0 ABORIGINAL CONSULTATION

A29.1 Aboriginal Consultation Protocol. The Parties agree to be bound by the terms of the Aboriginal Consultation Protocol set out in Schedule "I" (Aboriginal Consultation Protocol).

A29.2 Funding Conditional upon Meeting Aboriginal Consultation Obligations. The Recipient agrees that the funding under the Agreement is conditional upon the Province being satisfied that its obligations with respect to the legal duty to consult and, if applicable, accommodate Aboriginal Communities have been met.

A30.0 PARTNERS

A30.1 Recipient Representation re. Partner Agreements. If the Recipient has one or more Partners for any Eligible Project, the Recipient:

- (a) warrants that it is entitled to represent each of its Partners, and represents that each Partner has committed itself to undertake all steps necessary to support the Recipient in fulfilling its obligations as specified in the Agreement; and
- (b) agrees to bind each of its Partners to the applicable terms and conditions of the Agreement including, without limitation, those listed in section A5.3 (Contract Provisions) through a Partner Agreement.

A30.2 Copy of Partner Agreement. The Recipient agrees to make accessible to the Province at all times and, upon the Province's request, provide the Province with a copy of any Partner Agreement.

A30.3 Responsibilities of Recipient. Despite having one or more Partners for any Eligible Project and entering into a Partner Agreement with each of its Partners, the Recipient assumes the sole responsibility towards the Province for the implementation, management and coordination of the entire Eligible Project and the fulfilment of all obligations arising from the Agreement. Accordingly, the Recipient agrees that it bears the financial and legal responsibility for the entire Eligible Project and for each of its Partners. The Recipient will be held liable, in the same way as for its own conduct, if obligations as laid out in the Agreement or in applicable Requirements of Laws are not fulfilled by any of its Partners.

A30.4 Liability. Without limiting the requirements of the indemnity and insurance obligations under the Agreement, the Recipient agrees to ensure that each Partner agrees that the Province will not, under any circumstances or for any reason whatsoever, be held liable for damage or injury sustained by the staff or property of the Partner while any of the Eligible Project is being carried out. The Province can therefore not accept any claim for compensation or increases in payment in connection with such damage or injury.

A30.5 Public Disclosure. The Recipient will ensure that each Partner agrees to the Province publicly disclosing, in communications concerning any Eligible Project, any of the Recipient's Partner's name and address, and the purpose and amount of funds, if any, provided to the Partners.

A31.0 AGREEMENTS FOR USE OF LAND

A31.1 Agreements with Land Owners or Lessees. If the Recipient does not own the land on which an Eligible Project is located, either in whole or in part, the Recipient agrees to enter into a legally binding agreement with each of the land owners or lessees that sets out the terms and conditions under which the land

owner or lessee, as applicable, agrees to allow the Recipient to use the land for the Project until, at a minimum, 5 years from the Eligible Project start date.

A31.2 Agreements with Lessees. If an agreement described in paragraph (a) is with a lessee, the agreement shall include representations and warranties that the lessee has the right, pursuant to its agreement with the lessor, or has obtained the necessary consent from the lessor to allow the Recipient to use the land for the Project until, at a minimum, 5 years from the Eligible Project start date.

A32.0 CONDITIONS PRECEDENT

A32.1 List of Conditions Precedent. The Province's funding under the Agreement is conditional upon each of the following conditions precedent being met to the Province's satisfaction:

- (a) on or before the Effective Date and annually thereafter, the Recipient providing the Province with, in form and substance satisfactory to the Province:
 - (i) a copy of the annual enabling by-law(s) and, if applicable, any council resolution(s) confirming that the council approves each Eligible Project and the Agreement including, without limitation, the Recipient's contribution under the Agreement, and confirming the authorized representatives of the Recipient for the Agreement;
 - (ii) if the authorized representatives under paragraph (i) are not the head of council and clerk of the municipality, or it is unclear, in the Province's opinion, from the by-law(s) and, if applicable, council resolution(s) that the council has approved each Eligible Project and the Agreement, or both, a legal opinion from the Recipient's legal counsel confirming such authorized representatives and any approval;
 - (iii) the certificate(s) of insurance or other proof as the Province may request pursuant to section A10.2 (Proof of Insurance); and
 - (iv) an Annual Declaration of OMCC Participation; and
- (b) prior to any Funds being provided to the Recipient:
 - (i) the necessary information, pursuant to section A4.5 (Interest Bearing Account), to facilitate an electronic funds transfer to an interest bearing account in the name of the Recipient at a Canadian financial institution; and

- (ii) written confirmation of the street address at which Projects documents are kept at both the premises of the Recipient and each of the Partners; and
- (c) prior to the Recipient using any Funds for an Eligible Project:
 - (i) written confirmation that the Recipient has entered into a Partner Agreement with each of its Partners, if any, for the Eligible Project;
 - (ii) if the Recipient does not own the land on which an Eligible Project is located, written confirmation that the Recipient has entered into a legally binding agreement as described in Article A31.0 (Agreements for Use of Land); and
 - (iii) to the extent that any environmental assessment or any other approval is required for an Eligible Project for which Funds were received, a warranty that the assessment has been completed and the approval has been obtained.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A32.0 (Conditions Precedent) having been met, and has not otherwise waived compliance with such condition as set out in Article A20.0 (Waiver), the Province may initiate any one or more of the actions provided for in section A13.2 (Consequences of Events of Default and Corrective Action).

- END OF GENERAL TERMS AND CONDITIONS -

**SCHEDULE "B"
RECIPIENT INFORMATION**

<p>Contact information for the purposes of Notice to the Province</p>	<p>Position: Manager, Division Services and Program Management Office</p> <p>Address: Division Services and Program Management Office Ontario Municipal Commuter Cycling (OMCC) Program Ontario Ministry of Transportation 777 Bay Street, 30th Floor Toronto ON M7A 2J8</p> <p>Phone: 1-844-671-7438</p> <p>Fax: 416-585-7204</p> <p>Email: cycling@ontario.ca</p>
<p>Contact information for the purposes of Notice to the Recipient</p>	<p>Position: Ms. Louise Fragnito Treasurer</p> <p>Address: Postal Box 100 Sydenham, ON K0H 2T0</p> <p>Phone: (613) 376-2037 x2328</p> <p>Fax:</p> <p>Email: lfragnito@southfrontenac.net</p>

<p>Authorized Representative of the Province for the purpose of sections C3.2 (Amending Agreement for Changes to the Eligible Projects List), D2.2 (Amending Agreement for Changes to Annual Allocations) and F7.2 (Amending Agreement for Changes to the Reporting)</p>	<p>Position: Manager, Division Services and Program Management Office</p> <p>Address: Division Services and Program Management Office Ontario Municipal Commuter Cycling (OMCC) Program Ontario Ministry of Transportation 777 Bay Street, 30th Floor Toronto ON M7A 2J8</p> <p>Phone: 1-844-671-7438</p> <p>Fax: 416-585-7204</p> <p>Email: cycling@ontario.ca</p>
<p>Authorized Representative of the Recipient for the purpose of sections C3.2 (Amending Agreement for Changes to the Eligible Projects List), D2.2 (Amending Agreement for Changes to Annual Allocations) and F7.2 (Amending Agreement for Changes to the Reporting)</p>	<p>Position: Mr. Ron Vandewal Mayor</p> <p>Address: Postal Box 100 Sydenham, ON K0H 2T0</p> <p>Phone: (613) 376-2037</p> <p>Fax:</p> <p>Email: rvandewal@southfrontenac.net</p>

Senior Financial Officer of the Recipient	<p>Position: Ms. Louise Fragnito Treasurer</p> <p>Address: Postal Box 100 Sydenham, ON K0H 2T0</p> <p>Phone: (613) 376-2037 x2328</p> <p>Fax:</p> <p>Email: lfragnito@southfrontenac.net</p>
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SCHEDULE “C”
ELIGIBLE PROJECTS LIST AND TIMELINES

C1.0 ELIGIBLE PROJECTS LIST

C1.1 Eligible Project Eligibility Requirements. To be eligible for funding under the OMCC Program and to be considered for approval as an Eligible Project by the Province for the Eligible Projects List, a project must, in addition to being listed in section C1.2 (Eligible Cycling Infrastructure Project Types), meet all of the following requirements:

- (a) be primarily for and increase commuter cycling, as opposed to being primarily for recreational or touring, and reduce vehicle trips;
- (b) reduce GHGs;
- (c) connect to significant trip origins and destinations, in the opinion of the Province, with commuter cycling infrastructure;
- (d) have its cycling infrastructure designed in accordance with the guidelines in the Ontario Traffic Manual - Book 18 - Cycling Facilities;
- (e) if the Recipient has a population of 15,000 individuals or greater, be identified on a municipal council approved i) cycling plan, or ii) active transportation plan;
- (f) be a standalone infrastructure project or an identifiable commuter cycling component of a larger infrastructure project; and
- (g) if the project impacts provincial or federal transportation infrastructure, it must have received all necessary prior approvals from the provincial or federal government prior to its implementation.

C1.2 Eligible Cycling Infrastructure Project Types. The following types of commuter cycling infrastructure projects, if they meet the eligibility requirements set out under section C1.1 (Eligible Project Eligibility Requirements), may be approved by the Province for the Eligible Projects List:

- Shared roadway with signed bicycle route;
- Signed bicycle route with paved shoulder;
- Conventional bicycle lane;
- Contraflow bicycle lane;
- Separated bicycle lane (with painted buffer or physical barrier);
- Raised cycle track;
- Bicycle priority street;

- Construction/modification of bridges, tunnels and access ramps for cycling;
- Bike specific signage, signalling and pavement markings;
- Automated bike counters;
- Bicycle-only facility;
- Intersection modification;
- Bike racks or other bike storage;
- Off-road multi-use paths; and
- Any other project the Province may, at its sole discretion, approve.

C1.3 Projects on the Eligible Projects List. Subject to a project meeting the requirements set out in section C1.1 (Eligible Project Eligibility Requirements) and any applicable terms and conditions of the Agreement, and being one of the types listed under section C1.2 (Eligible Cycling Infrastructure Project Types), a project listed in Sub-schedule “C.1” (Eligible Projects List) is considered an Eligible Project.

The Recipient is responsible for submitting Eligible Projects that meet any applicable terms and conditions of the Agreement. The Ministry, may, at its sole discretion, approve any or all projects submitted by the Recipient for the Eligible Projects List.

C2.0 TIMELINES

C2.1 Timelines. The Recipient will complete any Eligible Project it chooses to implement no later than December 30, 2020.

C3.0 CHANGES TO THE ELIGIBLE PROJECTS

C3.1 Changes to the Eligible Projects List. Subject to Section C3.2 (Amending Agreement for Changes to the Eligible Projects List) and unless the Province agrees otherwise, the Recipient can request changes to the Eligible Projects List:

- (a) in the case of the first Funding Year, by February 1, 2018; and
- (b) in the case of Funding Years subsequent to the first Funding Year, by May 1 and October 1.

C3.2 Amending Agreement for Changes to the Eligible Projects List. Any change made to the Eligible Projects List, pursuant to section C3.1 (Changes to the Eligible Projects List), must be documented through a written agreement executed as set out in section 4.3 (Execution of Amending Agreements - Exceptions).

SCHEDULE A
to
BY-LAW 2018-01

**SUB-SCHEDULE “C.1”
ELIGIBLE PROJECTS LIST**
Ontario Municipal Commuter Cycling (OMCC) Program
2017 Application - SOUTH FRONTENAC
Potential Eligible Project List

ELIGIBLE PROJECT TITLE	ELIGIBLE PROJECT DESCRIPTION	ELIGIBLE PROJECT LOCATION AND LENGTH	POTENTIAL START DATE	POTENTIAL COMPLETION DATE	POTENTIAL COMMUTER RIDERSHIP OF COMPLETED ELIGIBLE PROJECT	COMMUTER OR FREQUENT CYCLING BENEFITS
Harrowsmith Road	Asphalt Overlay with Fully Paved Shoulders	Harrowsmith Village to Sydenham Village	May-18	Aug-18	10% Annually	Village Connecting Link Between Harrowsmith and Sydenham
Bedford Road	Urbanization complete with Raised Cycling Facility	Bedford Road in Sydenham Village	Nov-17	Jul-18	10% Annually	Increased Accessibility and safety to Hamlet from Outskirts.

SCHEDULE A
to
BY-LAW 2018-01

SCHEDULE “D”
DESCRIPTION OF ANNUAL ALLOCATIONS

D1.0 ANNUAL ALLOCATIONS

- D1.1 **Annual Declaration of OMCC Participation.** The Recipient will provide to the Province, on or before the Effective Date and annually thereafter, regardless of whether or not the Recipient chooses to participate in the OMCC Program in any Funding Year, an Annual Declaration of OMCC Participation in the form set out in Sub-schedule “D.2” (Form of Annual Declaration of OMCC Participation).
- D1.2 **Province’s Review and Approval of Annual Declaration of OMCC Participation.** Upon receipt, the Province will review the Annual Declaration of OMCC Participation, together with any other declarations, reports or documents received from the Recipient pursuant to the Agreement, and may take one of the following actions: 1) approve it; 2) request for it to be modified and resubmitted for approval; or 3) refuse to approve it. Upon approval, at the Province’s sole discretion, Sub-schedule “D.1” (Table of Annual Allocations) will be amended and the Table of Annual Allocations deleted and replaced with a new table to capture any required changes.
- D1.3 **Annual Allocation Maximum Amount.** The Annual Allocation in any Funding Year will be up to the amount set out in the updated Table of Annual Allocations, pursuant to section D1.2 (Province’s Review and Approval of Annual Declaration of OMCC Participation), for that Funding Year.

D2.0 CHANGES TO ANNUAL ALLOCATIONS

- D2.1 **Changes to Annual Allocations.** Subject to section D2.2 (Amending Agreement for Changes to Annual Allocations), the Parties agree that changes including, without limitation, the deletion and replacement of the Table of Annual Allocations in Sub-schedule “D.1” (Table of Annual Allocations) on a yearly basis pursuant to section D1.2 (Province’s Review and Approval of Annual Declaration of OMCC Participation) will be made to the Annual Allocations.
- D2.2 **Amending Agreement for Changes to Annual Allocations.** Any change made to the Annual Allocations, pursuant to section D2.1 (Changes to Annual Allocations), must be documented through a written agreement executed as set out in section 4.3 (Execution of Amending Agreements - Exceptions).

SUB-SCHEDULE "D.1"
TABLE OF ANNUAL ALLOCATIONS

FUNDING YEAR	PARTICIPATION IN THE OMCC PROGRAM FOR THE FUNDING YEAR (YES/NO)	ANNUAL ALLOCATION FOR THE PROJECTS	RECIPIENT CONTRIBUTION	OTHER FINANCIAL CONTRIBUTION
2017-2018	Yes	\$80,882.42		
2018-2019				
2019-2020				
2020-2021				
TOTAL		\$80,882.42		

**SUB-SCHEDULE “D.2”
FORM OF ANNUAL DECLARATION OF OMCC PARTICIPATION**

ANNUAL DECLARATION OF OMCC PARTICIPATION

TO: Transportation Policy Branch
Ontario Ministry of Transportation
777 Bay Street, 30th Floor
Toronto, ON M7A 2J8
Telephone: 1-844-671-7438
Facsimile: (416) 585-7204
E-mail: cycling@ontario.ca

FROM: Name/Title: **[Enter the name and title of the authorized representative of the Recipient.]**
Address: **[Enter the address of the authorized representative of the Recipient.]**
Telephone: **[Enter the telephone number of the authorized representative of the Recipient.]**
Facsimile: **[Enter the facsimile number of the authorized representative of the Recipient.]**
Email: **[Enter the email address of the authorized representative of the Recipient.]**

RE: Ontario Municipal Commuter Cycling Program (“OMCC Program”) - Annual Declaration of OMCC Participation

In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[Enter the legal name of the municipality.]** (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ **[Enter the name and title of the authorized representative of the Recipient listed in Schedule “B” (Recipient Information).]**, having made such inquiries as I have deemed necessary for this declaration, hereby certify that to the best of my knowledge, information and belief:

1. The Recipient will participate in the OMCC Program for the **[Enter the Funding Year.]** and requests funding for each of the projects listed in this declaration.

2. The Recipient has a population, as indicated in the applicable box at the end of each of the following statements:

a) of 15,000 individuals or greater.

yes no

b) less than 15,000 individuals.

yes no

3. The Recipient, as indicated in the applicable box at the end of each of the following statements:

a) has a municipal council approved cycling plan, a copy of which can be accessed at **[Enter the link.]** or is attached to this declaration, or both, and all the projects listed in this declaration for consideration for OMCC funding are supported by this plan.

yes no

b) if the Recipient's answer under a) above is no, will develop a cycling plan. Once the municipal council has approved the plan, the Recipient will submit a copy of it to the Province. The Recipient will then also provide to the Province a list of projects supported by the plan for the Province's consideration for OMCC funding.

yes no

4. If the Recipient has a population of 15,000 individuals or greater, the Recipient has not and will not use OMCC Funds for any project until the municipal council has approved the cycling plan under which the project is supported, and the Province has approved and added the project on the Eligible Projects List.

5. The Recipient is submitting the following projects for the Province's consideration for OMCC funding for the **[Enter the Funding Year.]**:

PROJECT TITLE	PROJECT LOCATION AND LENGTH	POTENTIAL START DATE	POTENTIAL COMPLETION DATE	CURRENT ESTIMATED WEEKDAY RIDERSHIP IN PROJECT AREA	POTENTIAL COMMUTER RIDERSHIP OF COMPLETED PROJECT	COMMUTER OR FREQUENT CYCLING BENEFITS	MAJOR ORIGIN/ DESTINATION	POTENTIAL VEHICLE TRIP REDUCTION

Declared at _____ (city), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:

Witness Name:

Title:

Title:

SCHEDULE “E” ELIGIBLE AND INELIGIBLE COSTS

E1.0 DEFINITION

E1.1 **Definition.** For the purposes of this Schedule “E” (Eligible and Ineligible Costs):

“**Eligible Costs Date of Effect**” means:

- (a) the Effective Date; or
- (b) in the case of the 2017-18 Funding Year for Eligible Projects included in applications submitted by September 8, 2017, May 30, 2017.

E2.0 ELIGIBLE COSTS

E2.1 **Eligible Costs Date of Effect.** Eligible Costs can begin to accrue as of the Eligible Costs Date of Effect.

E2.2 **Scope of Eligible Costs.** Eligible Costs are the direct capital costs which are, in the Province’s opinion, properly and reasonably incurred and paid by the Recipient for the design and construction of an Eligible Project. Eligible Costs include, unless the Province otherwise provides in writing, only the following capital costs that are directly attributable to the commuter cycling component of the Eligible Project:

- (a) municipal council approved initial cycling plan and any update to the initial plan, up to a maximum of 80% of the total Funds to be provided under the Agreement towards the Eligible Costs of the Projects;
- (b) municipal council approved active transportation plan, up to a maximum of 80% of the total Funds to be provided under the Agreement towards the Eligible Costs of the Projects;
- (c) design and engineering;
- (d) materials to construct an Eligible Project;
- (e) labour to construct an Eligible Project; and
- (f) costs not listed in paragraphs E2.2 (a), (b), (c), (d) and (e) that the Province considers necessary for the successful implementation of an Eligible Project and which have received the prior written approval of the Province.

E3.0 INELIGIBLE COSTS

E3.1 Scope of Ineligible Costs. Unless a cost is considered an Eligible Cost pursuant to Article E2.0 (Eligible Costs), all other costs will be considered an Ineligible Cost. Without limitation, indirect costs listed in section E3.2 (Indirect Costs), the costs that are over and above the OMCC Program scope listed in section E3.3 (Costs Above Projects Scope), and the following costs will be considered, at the sole discretion of the Province, Ineligible Costs:

- (a) planning costs;
- (b) data collection;
- (c) tourism cycling infrastructure;
- (d) recreation cycling infrastructure;
- (e) low frequency cycling infrastructure;
- (f) multi-use infrastructure, unless it is primarily for commuter cycling and not primarily for other cycling, active transportation or other modes of transportation;
- (g) planning;
- (h) property acquisition, property costs, ancillary property acquisition costs and any interest in land;
- (i) administration/overhead by the Recipient, municipal staff and municipal project management;
- (j) legal;
- (k) maintenance or minor capital improvements to existing commuter cycling infrastructure;
- (l) landscaping;
- (m) maintenance work;
- (n) roadway works (if constructed at the same time as the Eligible Project, only the Eligible Project's Eligible Costs will be funded);
- (o) operational costs;
- (p) data collection required for the Usage Data Report;
- (q) communications events, including educational or promotional signage;
- (r) roadway lighting not specifically for commuter cycling infrastructure;
- (s) end of route or in-route support facilities, including but not limited to showers, change rooms, benches for resting;
- (t) data collection (other than capital costs associated with purchasing automatic bicycle counters) costs;
- (u) Recipient's regular business costs;
- (v) environmental assessment and other approval costs;
- (w) storage costs for projects which extend for more than one year;
- (x) financing charges;
- (y) pedestrian-only or motor vehicle infrastructure;
- (z) GIS mapping;
- (aa) in-kind contributions, including labour and materials;
- (bb) work initiated prior to May 30, 2017;

- (cc) non-commuter cycling infrastructure or other works located on or adjacent to the Eligible Project that is part of an Eligible Project;
- (dd) addition/modification of roadways, intersections or turning lanes for motor vehicles and that are not part of an Eligible Project;
- (ee) infrastructure additions/modifications that do not increase commuter cycling (e.g., decorative lighting and paving); and
- (ff) any other costs which are not specifically listed as Eligible Costs in section E2.2 (Scope of Eligible Costs) and which, in the opinion of the Province, are considered to be ineligible.

E3.2 Indirect Costs. Without limitation, the following indirect costs are Ineligible Costs and are not eligible for funding under the OMCC Program:

- (a) applying for provincial funding;
- (b) OMCC Program evaluation and audit, unless otherwise explicitly set out in the Agreement;
- (c) office space in a facility, including a maintenance and storage facility;
- (d) obtaining necessary approvals, licenses or permits where the Recipient is the entity providing the approval, license or permit;
- (e) costs associated with planning studies and project planning, other than those specified in the Eligible Projects List, including the Recipient's Official Plan and Transportation Master Plan;
- (f) salaries and other employment benefits of any employees, overhead costs as well as other direct or indirect operating or administrative costs of the Recipient, and more specifically these costs as related to planning, engineering, architecture, supervision, management and other services provided by the Recipient's permanent staff and funded under the Recipient's operating budget;
- (g) any activities that are part of the regular operation and maintenance of municipal assets, including operation and maintenance costs related to the Projects;
- (h) carrying costs incurred on the funding share of any funding partner;
- (i) municipal staff travel;
- (j) litigation costs, including any litigation costs, incurred by the Recipient in proceedings against the Province or the Recipient;
- (k) costs not expressly approved by the Province; and
- (l) refundable portion of the Harmonized Sales Tax (HST) or other taxes and fees.

E3.3. Costs Above Projects Scope. The Province will not fund expenditures related to activities undertaken as part of the Projects that are over and above the scope

of the Projects on the Eligible Projects List. These costs include, but are not limited to:

- (a) upgrading municipal services and utilities;
- (b) relocating municipal services and utilities unless specifically required for the Eligible Project;
- (c) upgrades to materials beyond pre-existing municipal standards; and
- (d) costs for Eligible Projects not completed by December 30, 2020.

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**SCHEDULE “F”
REPORTING AND EVALUATION**

F1.0 ANNUAL FINANCIAL REPORTS

F1.1 Annual Financial Reports. Unless the Province otherwise specifies in writing to the Recipient, the Recipient will submit to the Province an Annual Financial Report, in the form provided in section F5.3 (Form of Annual Financial Reports), on or before January 28 of each Funding Year. The Annual Financial Report will:

- (a) be certified by the senior financial officer of the Recipient listed in Schedule “B” (Recipient Information), and identify any actual or potential financial issues in carrying out any of Eligible Projects, and corresponding mitigating strategies;
- (b) account for all Eligible Costs incurred for each Eligible Project completed or in the process of being completed, and include appropriate confirmation that the Recipient has provided its 20% share of Eligible Costs for each Eligible Project;
- (c) declare any interest earned on the Funds and the use of that interest for the implementation of any Eligible Project; and
- (d) include, if required pursuant to section I3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record and any update to it.

F2.0 ANNUAL IMPLEMENTATION REPORTS

F2.1 Annual Implementation Reports. Unless the Province specifies otherwise in writing to the Recipient, the Recipient will submit to the Province an Annual Implementation Report, in the form provided in section F5.2 (Form of Annual Implementation Reports and Final Report) certified by the senior financial officer of the Recipient identified in Schedule “B” (Recipient Information) and a professional engineer, identifying any actual or potential project, its current status and implementation issues in carrying out any Eligible Project and corresponding mitigating strategies, on or before January 28 in each Funding Year.

F2.2 Annual Eligible Projects Declaration. The Recipient will submit, together with each Annual Implementation Report, an Annual Eligible Projects Declaration in accordance with Article J3.0 (Annual Eligible Projects Declaration).

F3.0 FINAL REPORT

F3.1 Final Report. Unless the Province otherwise specifies in writing to the Recipient, the Recipient will submit to the Province a Final Report, in the form provided in section F5.2 (Form of Annual Implementation Reports and Final Report), on or before February 28, 2021.

F3.2 Aboriginal Consultation Reporting. The Final Report will also include, if required pursuant to section I3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record, as defined in section I1.1 (Definitions), and any update to it.

F4.0 USAGE DATA REPORTING

F4.1 Completion of post-project Evaluation.

- (a) Unless the Province otherwise agrees, at its sole discretion and in writing, the Recipient agrees to conduct a post-project evaluation of each Eligible Project for the first 24 months after each Eligible Project is opened for use.
- (b) The purpose of the post-project evaluations in paragraph (a) is to assist the Province in assessing the increase in commuter cycling resulting from each Eligible Project and the resultant GHG benefits.

F4.2 Usage Data Reports.

- (a) An Eligible Projects Usage Data Report will be submitted after each Eligible Project within 30 days of completing the required counts.
- (b) The Recipient will submit to the Province a Final Usage Data Report that summarizes all Eligible Projects Usage Data Reports no later than 60 days after March 31, 2023. Despite the above, if all of the data collection requirements in the Agreement have been met, the Recipient can submit the Final Usage Data Report earlier.
- (c) The Recipient will, in accordance with section F4.3 (Required Counts for an Eligible Projects Usage Data Report) and for the purpose of the Usage Data Reports, count the number of cyclists using the infrastructure built for each Eligible Project.
- (d) For each collection period, the Recipient will specify the day of the week, date and time of day the count was conducted, as well as the weather conditions at the time of the count.
- (e) The Recipient must submit two Eligible Projects Usage Data Report for

each Eligible Project, one for first 12 months of operation and one for the second 12 months of operation.

- (f) If the Recipient already has an established counting program, the Recipient can use it and submit extra data.

F4.3 Required Counts for an Eligible Projects Usage Data Report. The Recipient will collect the data for an Eligible Projects Usage Data Report using the following counting methods:

Automated Counters (Permanent and Portable)

- (a) If automated counters are installed for any Eligible Project, the Recipient will collect data for that Eligible Project using the automated counters.
- (b) The Recipient will collect data, under (a) above, on a 24-hour daily continuous basis for the timeframes specified in F4.4 (Data Collection Timeframe).

Manual Counts

If manual counts are carried out for a completed Eligible Project, the Recipient agrees to complete 3 counts in the same month for the timeframes specified in F4.4 (Data Collection Timeframe) as follows:

- (a) one count on a Tuesday, Wednesday or Thursday between 07:00 and 10:00;
- (b) a second count on the Tuesday, Wednesday or Thursday used for paragraph F4.3(a) for any two consecutive hours between 15:00 and 19:00; and
- (c) a third count on the Saturday preceding or following the counts in paragraphs F4.3(a) and (b) between 12:00 and 14:00.

F4.4 Data Collection Timeframe. The Recipient will collect data for the Usage Data Report after Substantial Completion of each Eligible Project. The Recipient will submit an Eligible Projects Usage Data Report for that Eligible Project to the Province..

Automated Counters (Permanent and Portable)

- (a) Recipients with automated counters will collect data for 24 consecutive months after an Eligible Project is opened for use, and aggregate those data as directed by the Province.

- (b) Recipients with permanent automated counters on the site of an Eligible Project will collect data continuously for the first 24 months.
- (c) Recipients with portable automated counters, whether purchased with Funds or not, will collect data continuously 24 hours per day for seven consecutive days, twice in the first 12 months of operation at least five months apart, and twice in the second 12 months of operation at least five months apart..

Manual Counts

- (a) The Recipient will collect data as follows:
 - (i) If the Recipient's population is less than 15,000 individuals, the Recipient will collect data in September and May or July of each year for 24 months.
 - (ii) If the Recipient's population is 15,000 individuals or greater, the Recipient will collect data once per season (4 times per year) for 24 months.

F4.5 **Costs.** The Recipient will be responsible for its own costs in relation to the data collection, and the preparation and submission of the Usage Data Report.

F5.0 ADMINISTRATIVE PROCEDURE AND FORM

F5.1 **Administrative Procedures.** The Recipient will, when submitting Reports, follow the administrative procedures specified by the Province.

F5.2 **Form of Annual Implementation Reports and Final Report.** The Annual Implementation Reports and Final Report will be in a form satisfactory to the Province and will include all of the following:

- (a) a detailed description and status of work for each Eligible Project, whether under development or completed, for which Funds will be or have been used, including photographs;
- (b) projected completed date of each Eligible Project under construction or for which Funds are projected to be used to complete the Eligible Project by December 30, 2020;
- (c) how the communications requirements set out in Schedule "G" (Communications Protocol) have been implemented or applied in the Funding Year;

- (d) copies of certificates of Substantial Completion for each Eligible Project;
- (e) a warrant for each Eligible Project that any required approval including, without limitation, land approval has been obtained and complied with;
- (f) details of how the objectives of the Province have been met;
- (g) if required pursuant to section I3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record, as defined in section I1.1 (Definitions), and any update to it; and
- (h) any other information respecting the Projects the Province may, at its sole discretion, request.

F5.3 Form of Annual Financial Report. The Annual Financial Report will be in a form satisfactory to the Province and will include all of the following:

- (a) the Funds spent on each Eligible Project;
- (b) Eligible Costs of each Eligible Project;
- (c) funding provided by the Recipient and received from third party sources for each Eligible Project;
- (d) the amount of Funds in the interest bearing account at the beginning and end of each Funding Year;
- (e) the interest earned on the Funds and the use of the interest for the Eligible Costs of Eligible Projects;
- (f) Funds remaining in the interest bearing account by December 30, 2020; and
- (g) details on how the Province's interests, with respect to climate change by reducing vehicle trips and GHGs through increased commuter cycling, have been met.

F6.0 PUBLIC DOCUMENTS

F6.1 Public Documents. The Recipient acknowledges and agrees that the Reports and any other report will be public documents.

F7.0 CHANGES TO REPORTING

- F7.1 **Changes to the Reporting.** Subject to section F7.2 (Amending Agreement for Changes to the Reporting), the Parties agree that changes, as determined by the Province at its sole discretion, may be made to the reporting.
- F7.2 **Amending Agreement for Changes to the Reporting.** Any change made to the reporting, pursuant to section F7.1 (Changes to the Reporting), must be documented through a written agreement executed as set out in section 4.3 (Execution of Amending Agreements - Exceptions).

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G1.0 PURPOSE

G1.1 **Purpose.** This Schedule “G” (Communications Protocol) describes the Recipient’s responsibilities and financial obligations involved in communications activities and products to recognize the contributions of the Government of Ontario and the Recipient.

G2.0 GENERAL PRINCIPLES

G2.1 **Promotion.** The Recipient must promote each Eligible Project when opened for use by cyclists through communications activities and products as being funded by the province through Climate Action Plan funding. The Recipient must also promote that each Eligible Project’s purpose is to support GHG reduction by supporting increase commuter cycling.

G2.2 **Joint Communications.** The Recipient agrees to obtain the Province approval for all communications products and to undertake joint communications activities and collaborate on products to ensure open, effective, and proactive communications.

G2.3 **Recognition and Prominence.** Unless the Province specifies otherwise, the financial contribution of the Province will receive equal recognition and prominence in any Eligible Project related communications, including when logos, symbols, flags, and other types of identification are incorporated into events signs.

G2.4 **Announcements and Ceremonies.** All announcements and ceremonies will be organized jointly with equal participation from the Recipient and the Province.

G2.5 **Electronic Media.** All communications through electronic media such as web sites or management information systems are subject to the terms and conditions of this Schedule “G” (Communications Protocol).

G2.6 **Communications Protocol and Other Requirements.** All events and signage will follow the communications protocols set out in this Schedule “G” (Communications Protocol) and any other requirements that may be specified by the Province from time to time.

G.2.7 **Approval of Province.** All communications must reference the Government of Ontario and must be submitted a minimum of 15 days in advance and approved by the Province prior to release.

G3.0 PROJECT COMMUNICATIONS

G3.1 **General.** All written communications concerning the Agreement and any Eligible Project will be prepared in a manner that supports the communications objectives and branding of each Party to the Agreement.

G3.2 **Provincial Funding Statement.** All public information material made by the Recipient concerning the Agreement and any Eligible Projects will clearly indicate that the Eligible Project is partially funded by the Government of Ontario.

G3.3 Project Promotion.

- (a) The Recipient is responsible for the promotion and its activities and objectives within their jurisdiction. The Recipient will provide for each Eligible Project, as appropriate, project communications such as: a project web site, print, audiovisual and other communications about the Eligible Project as it proceeds. The Recipient will inform the Province of any such promotional communication a minimum of 15 days before it takes place. The Recipient will also ensure appropriate recognition of the Province's contribution in annual reports, speeches or other opportunities, as appropriate.
- (b) The Recipient is solely responsible for operational communications including calls for tender, construction, design, property, emergency and public safety notices.
- (c) The Recipient will share information promptly with the Province on significant emerging media and stakeholder issues concerning the Agreement and any Eligible Project. The Province will advise the Recipient, where appropriate, about media inquiries.
- (d) The Recipient and the Province reserve the right to refer to the Funding provided in their own separate, and non-OMCC Program specific communications. Each commits to acknowledging the other's involvement in the OMCC Program.
- (e) The Recipient will provide, whenever possible, professional quality audio-visual material about each Eligible Project to the Province to support wider communications about the provincial funding.

G4.0 COMMUNICATING WITH THE PUBLIC

G4.1 General.

- (a) The Recipient will provide Notice to and consult with the Province, a

minimum of 15 days in advance, about all proposed news releases, new media communications activities, or public announcements relating to any Eligible Project. This is to provide the Province with sufficient notice of key communications and, if the Province so desires, the time that is necessary to determine a course of action, line up principals and prepare joint material. Notwithstanding the advance Notice requirement, the Province will not unreasonably withhold its consent if the Recipient must issue a news release or public announcement in less than 15 days due to unforeseeable circumstances, including matters of public safety or the need for emergency response.

- (b) The Recipient will advise the Province regularly of upcoming public events or community relations activities relating to the Agreement. The Recipient commits to acknowledging the Province's involvement.
- (c) The Province will monitor the Recipient's performance with respect to the communications provisions of the Agreement and order appropriate remedies, as it sees fit, where deficiencies are found.
- (d) In the event of an election call that affects a riding that a completed Eligible Project is located in, whether federal, provincial or municipal, no public announcements will be permitted. For clarification, this does not include announcements and communications made under paragraph G3.3(b).

G4.2 Signing of the Agreement. The Recipient and the Province may issue a joint news release when the Agreement is signed. The Recipient and the Province agree to hold, where appropriate, an official ceremony on this occasion.

G4.3 Public Information Kits. The Recipient and the Province may develop joint information kits, brochures, public reports, new media products, and web site material to inform the public about the OMCC Program and any Eligible Project. Such material will be prepared in a manner consistent with this Schedule "G" (Communications Protocol) and any core messages developed by the Recipient or the Province. The choice of colour will be neutral in nature and not identified with any political party.

G4.4 News Releases. The Recipient and the Province will issue joint news releases at relevant times in the life of each Eligible Project. In all such news releases, the Recipient and the Province will receive equal prominence and all will mutually agree on the use of quotes from the designated representatives of the Province or the Recipient in the news releases.

G4.5 News, Conferences, Public Announcements, Official Events or Ceremonies.

- (a) The Recipient and the Province agree to hold news conferences at the

request of the other. The designated representative of each of the Recipient and the Province will be provided the opportunity to participate in such news conferences.

- (b) No public announcement relating to any Eligible Project, with the exception of those Notices described in paragraph G3.3(b), will be made by the Recipient without the prior consent of the Province.
- (c) The Recipient and the Province will cooperate in the organization of announcements or ceremonies. Messages and public statements for such events should be mutually agreed upon. The Province may recommend special events and ceremonies be held where and when appropriate.

G4.6 **Signage.**

- (a) Prior to initiating construction and after the signing of the Agreement, the Recipient agrees to produce and erect temporary signage acknowledging the Province's contribution to each Eligible Project. The signage will be at least equivalent in size and prominence to the Recipient's and other contributors' signage. The signage will remain in place until 90 days after construction is completed.
- (b) The Recipient will provide and install, upon completion of each Eligible Project, where feasible, a plaque, permanent sign or other suitable identifier bearing an appropriate inscription. The design, wording and specifications of such permanent signs will respect the general provisions of the Agreement for two years after the completion of the Eligible Project.
- (c) Except for signage acknowledging any Eligible Project funding, traffic control, safety devices, contractor signage, retail signage or normal construction related signage, no additional signage will be erected at each site by the Recipient.

G4.7 **Communications Events.** Subject to the terms of the Agreement, the Recipient or the Province may, at its own costs and upon 90 days Notice to the other Party prior to the event, carry out project-related communications events, including educational and promotional signage.

G4.8 **Joint Communications Events.** If the Parties agree to carry out a joint communications event, the costs of such event will be shared equally between the Province and the Recipient.

G4.9 **Monitoring and Compliance.** The Province will monitor the Recipient's compliance with this Schedule "G" (Communications Protocol), and may, at its discretion, advise the Recipient of issues and required adjustments.

**SCHEDULE “H”
DISPOSAL OF AND REVENUES FROM ASSETS**

H1.0 DEFINITION

H1.1 **Definition.** For the purposes of this Schedule “H” (Disposal of and Revenues from Assets):

“**Local Government**” means a single-tier, lower-tier or upper-tier municipality established by or under an Ontario provincial statute, and also includes a municipal service corporation established by such a single-tier, lower-tier or upper-tier municipality.

H2.0 DISPOSAL OF ASSETS

H2.1 **Payment If Early Disposal.** The Recipient undertakes to notify the Province in writing, 180 days in advance, if at any time on or before December 30, 2031, the Recipient proposes to sell, lease, encumber or use any Asset in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any Asset other than to the Province, a Local Government or a Crown agent of the Province. Upon disposal of the Asset, the Recipient hereby undertakes to pay an amount equal to the percentage of Funds received from the Province for the Asset, forthwith on demand, as set out in the table below:

DISPOSAL PERIOD	PERCENTAGE OF FUNDS (IN CURRENT DOLLARS)
On or before December 30, 2022	100%
After December 30, 2022 and on or before December 30, 2025	75%
After December 30, 2025 and on or before December 30, 2029	50%
After December 30, 2029 and on or before December 30, 2031	25%
After December 30, 2031	0%

SCHEDULE "I" ABORIGINAL CONSULTATION PROTOCOL

I1.0 DEFINITIONS

I1.1 **Definitions.** For the purposes of this Schedule "I" (Aboriginal Consultation Protocol):

"Aboriginal Consultation Plan" means the Aboriginal Consultation Plan described in section I2.1 (Development of Plan).

"Aboriginal Consultation Record" means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

"Aboriginal Community" includes First Nation, Métis and Inuit communities or peoples of Canada.

I2.0 ABORIGINAL CONSULTATION PLAN

I2.1 **Development of Plan.** The Province, based on the scope and nature of the Project, may require the Recipient to, in consultation with the Province, develop and comply with an Aboriginal consultation plan ("**Aboriginal Consultation Plan**").

I2.2 **Procedural Aspects of Consultation.** If consultation with Aboriginal Communities is required, the Province may:

- (a) delegate certain procedural aspects of the consultation to the Recipient; and
- (b) provide the Recipient with an initial list of the communities the Recipient may consult.

I2.3 **Provision of Plan to Province.** If, pursuant to section I2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I2.4 **Changes to Plan.** The Province, in the Province's sole discretion and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I3.0 ABORIGINAL CONSULTATION RECORD

I3.1 Requirements for Aboriginal Consultation Record. If consultation with Aboriginal Communities is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to paragraph F1.1(d), subsection F3.2 (Aboriginal Consultation Reporting) and paragraph F5.2(g).

I4.0 RESPONSIBILITIES OF THE RECIPIENT

I4.1 Notification to and Direction from the Province. The Recipient will immediately notify the Province:

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

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

I4.2 Direction from the Province and Contracts. The Recipient will provide in any Contract and Partner Agreement for the Recipient's right and ability to respond to direction from the Province as the Province may provide in accordance with section I4.1 (Notification to and Direction from the Province).

SCHEDULE “J” CERTIFICATES AND DECLARATIONS

J1.0 PROCEDURES

J1.1 **Procedures.** The Recipient agrees that this Schedule “J” (Certificates and Declarations) will apply to the Projects.

J2.0 ANNUAL FUNDING CERTIFICATES

J2.1 **Timing and Documents.** The Recipient will submit Annual Funding Certificates to the Province, in the form provided in Sub-schedule “J.1” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Funding Certificate), signed by the senior financial of the Recipient identified in Schedule “B” (Recipient Information) and completed to the Province’s satisfaction, attesting, amongst other matters, that all Funds have been spent on Eligible Projects and Eligible Costs.

J2.2 **Timing of Annual Funding Certificate.** The Recipient will submit an Annual Funding Certificate to the Province, together with the Annual Financial Report, in each Funding Year.

J3.0 ANNUAL ELIGIBLE PROJECTS DECLARATION

J3.1 **Timing and Documents.** The Recipient will submit an Annual Eligible Projects Declaration to the Province, in the form provided in Sub-schedule “J.2” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Eligible Projects Declaration), signed by an approved Recipient representative and completed to the satisfaction of the Province.

J3.2 **Timing of Annual Eligible Projects Declaration.** The Recipient will submit the Annual Eligible Projects Declaration as a component of the Annual Implementation Report to the Province.

J4.0 SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

J4.1 **Timing and Documents.** The Recipient will submit to the Province, in the form provided in Sub-schedule “J.3” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Solemn Declaration of Substantial Completion), a Solemn Declaration of Substantial Completion for each Eligible Project. The Recipient will include all of the documentation required in the Solemn Declaration of Substantial Completion and fully complete and execute the declaration.

J4.2 **Submission of Declarations of Substantial Completion.** The Recipient will submit the declaration(s) in each Funding Year as attachment(s) to the Annual Implementation Reports.

J5.0 FINAL ADJUSTMENTS

J5.1 **Final Adjustments.** After the Recipient has submitted its Final Report and before the Expiry Date, the Parties will jointly carry out a final reconciliation of all Funds in respect of the Project and make any adjustments required in the circumstances.

**SUB-SCHEDULE “J.1”
ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM
FORM OF ANNUAL FUNDING CERTIFICATE**

ANNUAL FUNDING CERTIFICATE

TO: Transportation Policy Branch
Ontario Ministry of Transportation
777 Bay Street, 30th Floor
Toronto, ON M7A 2J8
Telephone: 1-844-671-7438
Facsimile: (416) 585-7204
E-mail: cycling@ontario.ca

FROM: Name/Title: **[Enter the name and title of the Senior Financial Officer of the Recipient.]**
Address: **[Enter the address of the Senior Financial Officer of the Recipient.]**
Telephone: **[Enter the telephone number of the Senior Financial Officer of the Recipient.]**
Facsimile: **[Enter the facsimile number of the Senior Financial Officer of the Recipient.]**
Email: **[Enter the email address of the Senior Financial Officer of the Recipient.]**

ON BEHALF OF: **[Enter the Recipient’s name.]**

RE: **Ontario Municipal Commuter Cycling (OMCC) Program -
Annual Funding Certificate**

In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[Enter the legal name of the municipality.]** (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ **[Enter the name and title of the senior financial officer of the Recipient listed in Schedule “B” (Recipient Information).]**, an authorized representative of the Recipient, having made such inquiries as I have deemed

necessary for this certificate, hereby certify that to the best of my knowledge, information and belief for Funding Year **[Enter the Funding Year.]**:

On and as of the date set out below:

1. Funds have only been expended on Eligible Projects listed on the Eligible Projects List, as described in Sub-schedule "C.1" (Eligible Projects List) of the Agreement, and the Eligible Projects funded this Funding Year are as listed in Appendix A (Eligible Projects for Funding Year) to this certificate.
2. Funds were solely used towards the Eligible Costs of implementing the Eligible Projects listed in Appendix A (Eligible Projects for Funding Year) to this certificate.
3. The Eligible Projects listed in Appendix A (Eligible Projects for Funding Year) to this certificate will be completed by December 30, 2020.
4. The work undertaken for Eligible Projects conforms with the requirements set out in paragraph A4.8(d) of Schedule "A" (General Terms and Conditions) of the Agreement to comply with industry standards.
5. Any Funds the Recipient received before the Recipient's immediate need were placed in an interest bearing account in accordance with section A4.5 (Interest Bearing Account) of the Agreement, and any interest earned on the Funds is noted in Appendix A (Eligible Projects Funding Year) to this certificate and was used only as noted in the appendix.

Declared at _____ (city), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:

Witness Name:

Title:

Title:

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APPENDIX A
ELIGIBLE PROJECTS FOR FUNDING YEAR [Note: Enter the Funding Year.]

FUNDING YEAR	ELIGIBLE PROJECT	ELIGIBLE PROJECT START DATE	ELIGIBLE PROJECT END DATE	ELIGIBLE COSTS		RECIPIENT FUNDS EXPENDED		FUNDING FROM OTHER SOURCES USED		TOTAL ELIGIBLE PROJECT COSTS
				\$	% of Funds	\$	% of Total Eligible Project Costs	\$	% of Total Eligible Project Costs	
Total										

INTEREST ON FUNDS

- (a) The interest earned on the Funds for the Funding Year to which this Annual Funding Certificate relates is **[\$x dollars]**.
- (b) The interest earned on the Funds since the Effective Date of the Agreement is **[\$x dollars]**.
- (c) The interest used towards the Eligible Costs of Eligible Projects in the Funding Year to which this Annual Funding Certificate relates is **[\$x dollars]**.
- (d) The interest used for the Eligible Costs of Eligible Projects since the Effective Date of the Agreement is **[\$x dollars]**.

SCHEDULE A
to
BY-LAW 2018-01

**SUB-SCHEDULE “J.2”
ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM
FORM OF ANNUAL ELIGIBLE PROJECTS DECLARATION**

ANNUAL ELIGIBLE PROJECTS DECLARATION

TO: Transportation Policy Branch
Ontario Ministry of Transportation
777 Bay Street, 30th Floor
Toronto, ON M7A 2J8
Telephone: 1-844-671-7438
Facsimile: (416) 585-7204
E-mail: cycling@ontario.ca

FROM: Name/Title: **[Enter the name and title of the authorized representative of the Recipient.]**
Address: **[Enter the address of the authorized representative of the Recipient.]**
Telephone: **[Enter the telephone number of the authorized representative of the Recipient.]**
Facsimile: **[Enter the facsimile number of the authorized representative of the Recipient.]**
Email: **[Enter the email address of the authorized representative of the Recipient.]**
Email: **[Enter the email address of the authorized representative of the Recipient.]**

RE: Ontario Municipal Commuter Cycling Program - Annual Eligible Projects Declaration

In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[Enter the legal name of the municipality.]** (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ **[Enter the name and title of the authorized representative of the Recipient listed in Schedule “B” (Recipient Information).]**, having made such inquiries as I have deemed necessary for this declaration, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:

- a. all representations and warranties contained in Article A2.0 (Representations, Warranties, and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
- b. the Recipient is in compliance with all the terms and conditions of the Agreement and no event of default, as described in the Agreement, has occurred and is continuing;
- c. and prior to the Recipient having used any of the Funds for an Eligible Project, the Recipient has complied with all of the requirements set out in paragraphs A32.1(c)(i), (ii) and (iii).
- d. the Recipient has attached a valid certificate of insurance for the current Funding Year;
- e. the Recipient has attached the municipal council approved enabling by-law for the current Funding Year;
- f. the Recipient has met the 20% funding requirements for each Eligible Project implemented with Funds;
- g. the Recipient has complied with all provisions of the *Construction Lien Act* (Ontario) and is not aware of any claims for liens under that Act.

2. Funds were solely used towards the Eligible Costs of implementing the Eligible Projects listed on the Eligible Projects List

Declared at _____ (city), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:

Witness Name:

Title:

Title:

SUB-SCHEDULE "J.3"
ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM
FORM OF SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

TO: Transportation Policy Branch
Ontario Ministry of Transportation
777 Bay Street, 30th Floor
Toronto, ON M7A 2J8
Telephone: 1-844-671-7438
Facsimile: (416) 585-7204
E-mail: cycling@ontario.ca

FROM: Name/Title: **[Enter the name and title of the professional engineer.]**
Address: **[Enter the address of the professional engineer.]**
Accreditation: **[Enter the accreditation number of the professional engineer.]**
Telephone: **[Enter the telephone number of the professional engineer.]**
Facsimile: **[Enter the facsimile number of the professional engineer.]**
Email: **[Enter the email address of the professional engineer.]**

RE: Ontario Municipal Commuter Cycling Program - Solemn Declaration of Substantial Completion

In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[Enter the legal name of the municipality.]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[Enter the name and title of the professional engineer.]**, a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below:

1. I am the _____ **[Enter the title, department, or**

organization.], and as such have knowledge of the matters set forth in this declaration.

2. The projects listed below in this declaration are listed in Sub-schedule “C.1” (Eligible Projects List) to the Agreement as Eligible Projects. These Eligible Projects have reached Substantial Completion, as defined in the Agreement, as follows:

ELIGIBLE PROJECT NAME	ELIGIBLE PROJECT DESCRIPTION	ELIGIBLE PROJECT LOCATION	SUBSTANTIAL COMPLETION DATE FOR THE ELIGIBLE PROJECT

3. The value of the Eligible Costs for substantially completed work on each Eligible Project listed in section 2 above is as noted below:

ELIGIBLE PROJECT NAME	ELIGIBLE COSTS FOR THE ELIGIBLE PROJECT	RECIPIENT’S CONTRIBUTION TOWARDS THE ELIGIBLE COSTS OF THE ELIGIBLE PROJECT

4. The work for all Eligible Projects described in this declaration:
 - a. was supervised and inspected by qualified staff;
 - b. conforms with the plans, specifications and other documentation for the work;
 - c. conforms with the Environmental Laws (as defined in the Agreement), and appropriate mitigation measures have been implemented; and
 - d. conforms with the requirements set out in paragraph A4.8(d) of Schedule “A” (General Terms and Conditions) of the Agreement to comply with industry standards.

Declared at _____ (city), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:

Witness Name:

Title:

Title:

**TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2018-02**

A BY-LAW TO PROVIDE FOR AN INTERIM TAX LEVY; PAYMENT OF TAXES; TO PROVIDE FOR PENALTY AND INTEREST OF 1.25% ON TAX ARREARS PER MONTH

WHEREAS Section 317(1) and (2) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that:

1. The Council of a local municipality, before the adoption of the estimates for the year under section 290 of the *Municipal Act, 2001*, may pass a by-law levying amounts on the assessment of the property in the local municipality rateable for local municipality purposes.
2. A by-law for levying amounts under subsection (1) shall be passed in the year that the amounts are to be levied or may be passed in December of the previous year if it provides that it does not come into force until a specified day in the following year.

AND WHEREAS sub-section 317(3) of the *Municipal Act, 2001*, contains the following additional rules:

1. The amounts levied on a property shall not exceed the prescribed percentage, or 50 percent if no percentage is prescribed, of the total amount of taxes for municipal and school purposes levied on the property for the previous year.
2. The percentage under paragraph 1 may be different for different property classes but shall be the same for all properties in a property class.
3. For the purposes of calculating the total amount of taxes for the previous year under paragraph 1, if any taxes for municipal and school purposes were levied on a property for only part of the previous year because assessment was added to the collector's roll during the year, an amount shall be added equal to the additional taxes that would have been levied on the property if the taxes for municipal and school purposes had been levied for the entire year.

AND WHEREAS sub-section 317(5) of the *Municipal Act, 2001*, contains the following additional rule:

1. The amounts may be levied on assessment added to the tax roll for the current year that was not on the assessment roll upon which the amounts are levied.

AND WHEREAS Section 342 (1)(a) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that the Council of a local municipality may pass by-laws providing for the payment of taxes in one amount or by installments and the date or dates in the year for which the taxes are imposed on which the taxes or installments are due.

AND WHEREAS Section 345(1) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that the Council of a local municipality may pass by-laws to impose late payment charges for the non-payment of taxes or any installment by the due date.

AND WHEREAS sub-sections 345(2) and (3) of the *Municipal Act, 2001*, contains the following additional rules:

1. A percentage charge, not to exceed 1 ¼ per cent of the amount of taxes due and unpaid, may be imposed as a penalty for the non-payment of taxes on the first day of default or such later date as the by-law specifies.
2. Interest charges, not to exceed 1 ¼ per cent each month of the amount of taxes due and unpaid, may be imposed for the non-payment of taxes in the manner

specified in the by-law but interest may not start to accrue before the first day of default.

AND WHEREAS Section 346(2) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that the Council of a local municipality may pass by-laws to provide for the payment of taxes by any person into a financial institution to the credit of the treasurer of the municipality and, in that case, the person making the payment shall be entitled to be issued a receipt by the institution for the amount paid.

AND WHEREAS Council deems it expedient to pass a by-law for such purposes.

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

1. For all property classes, that an interim tax levy hereby be imposed and levied in the amount of 35% of the total annualized taxes for municipal and school purposes levied on the property in the previous year.
2. For the purposes of calculating the total amount of taxes for the prior year under paragraph 1, the following rules shall also apply:
 - a. Taxes for municipal and school purposes levied on a property for only part of the previous year because assessment was added to the collector's roll during the year, shall have an amount added equal to the additional taxes that would have been levied on the property if the taxes for municipal and school purposes had been levied for the entire year.
 - b. In the event that assessment has been added to the tax roll for the current year that was not on the assessment roll in the prior year, the related properties shall have an interim levy imposed and collected.
3. The said interim tax levy shall become due and payable on the 30th day of March 2018.
4. On all taxes of the interim tax levy which are in default on the first day of default, a penalty of 1.25% shall be added and thereafter a penalty of 1.25% per month (15% per annum) shall be added on the first day of each and every month in which the default continues.
5. On all other taxes in default on January 1st, 2018, interest shall be added at the rate of 1.25% per month (15% per annum) or fraction thereof.
6. Penalties and interest on all taxes of the interim tax levy in default shall become due and payable and shall be collected forthwith as if the same had originally been imposed and formed part of such unpaid interim tax levy.
7. The collector shall send a tax bill to the taxpayer's residence or place of business or to the premises in respect of which the taxes are payable unless the taxpayer directs the treasurer in writing to send the bill to another address, in which case it shall be sent to that address.
8. The taxes are payable at the following:
 - a) Township of South Frontenac municipal offices located at:
4432 George Street, Sydenham, Ontario
 - b) At any financial institution or payment processor having payment arrangements with the Township of South Frontenac.
 - c) By filing an application for voluntary pre-authorized payment for automatic debit of installment from bank account, in accordance with the Township's standard practice.

- d) By credit card through a third party processor. The link is available on the Township website www.southfrontenac.net and can be found under living here/property taxes/how to pay
- 9. The Treasurer is hereby empowered to accept partial payments from time to time on account of taxes due and shall credit such payment first on account of the interest and percentage charges, if any, added to such taxes and shall credit the remainder of such payment against that part of the taxes that has been in arrears for the greatest period of time but no such payment shall be received after a tax arrears certificate has been registered under section 378 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended.
- 10. This by-law shall come into force and take effect on the day of passing.

Dated at the Township of South Frontenac this 16th day of January, 2018.

Read a first and second time this 16th day of January, 2018.

Read a third time and finally passed this 16th day of January, 2018.

THE CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC

Ron Vandewal, Mayor

Wayne Orr, Clerk-Administrator

**TOWNSHIP OF SOUTH FRONTENAC
BY-LAW NUMBER 2018-03**

BEING A BY-LAW TO AMEND BY-LAW NUMBER 2003-75, AS AMENDED, TO REZONE LANDS FROM RURAL (RU) TO SPECIAL LIMITED SERVICE RESIDENTIAL-WATERFRONT (RLSW-119); PART LOTS 24 & 25, CONCESSION XIII, DISTRICT OF LOUGHBOROUGH: HAMILTON/MILLIGAN.

WHEREAS, the Municipal Council of the Township of South Frontenac deems it expedient to amend By-law Number 2003-75 as amended, as it relates to a parcel of land located in Part of Lots 24 & 25, Concession XIII, of the District of Loughborough,

NOW THEREFORE THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC BY ITS COUNCIL, HEREBY ENACTS AS FOLLOWS:

1. **THAT** Schedule 'C' to Zoning By-law Number 2003-75 as amended, is hereby further amended by changing the zoning from Rural (RU) to Special Limited Service Residential-Waterfront (RLSW-119) for those lands shown on the attached map designated as Schedule "1".
2. **THAT** a new section RLSW-119 (Part Lots 24 & 25, Concession XIII, Loughborough District - Hamilton/Milligan) be added immediately following section RLSW-118 (Part Lot 17, Concession VIII, Storrington District), to read as follows:

RLSW-119 (Part Lots 24 & 25, Concession XIII, Loughborough District - Hamilton/Milligan)

Notwithstanding any other provision of this By-law to the contrary, on the lands zoned Special Limited Service Residential-Waterfront (RLSW-119), the following special provision applies:

- i) Setback from Highwater Mark (Minimum) 40 metres (131 ft.)

All other provisions of this By-law shall also apply.

3. **THIS BY-LAW** shall come into force in accordance with section 34 of the Planning Act, R.S.O.1990, either on the date of passage or as otherwise provided by section 34.

Dated at the Township of South Frontenac this sixteenth day of January, 2018.

Read a first and second time this sixteenth day of January, 2018.

Read a third time and finally passed this sixteenth day of January, 2018.

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC**

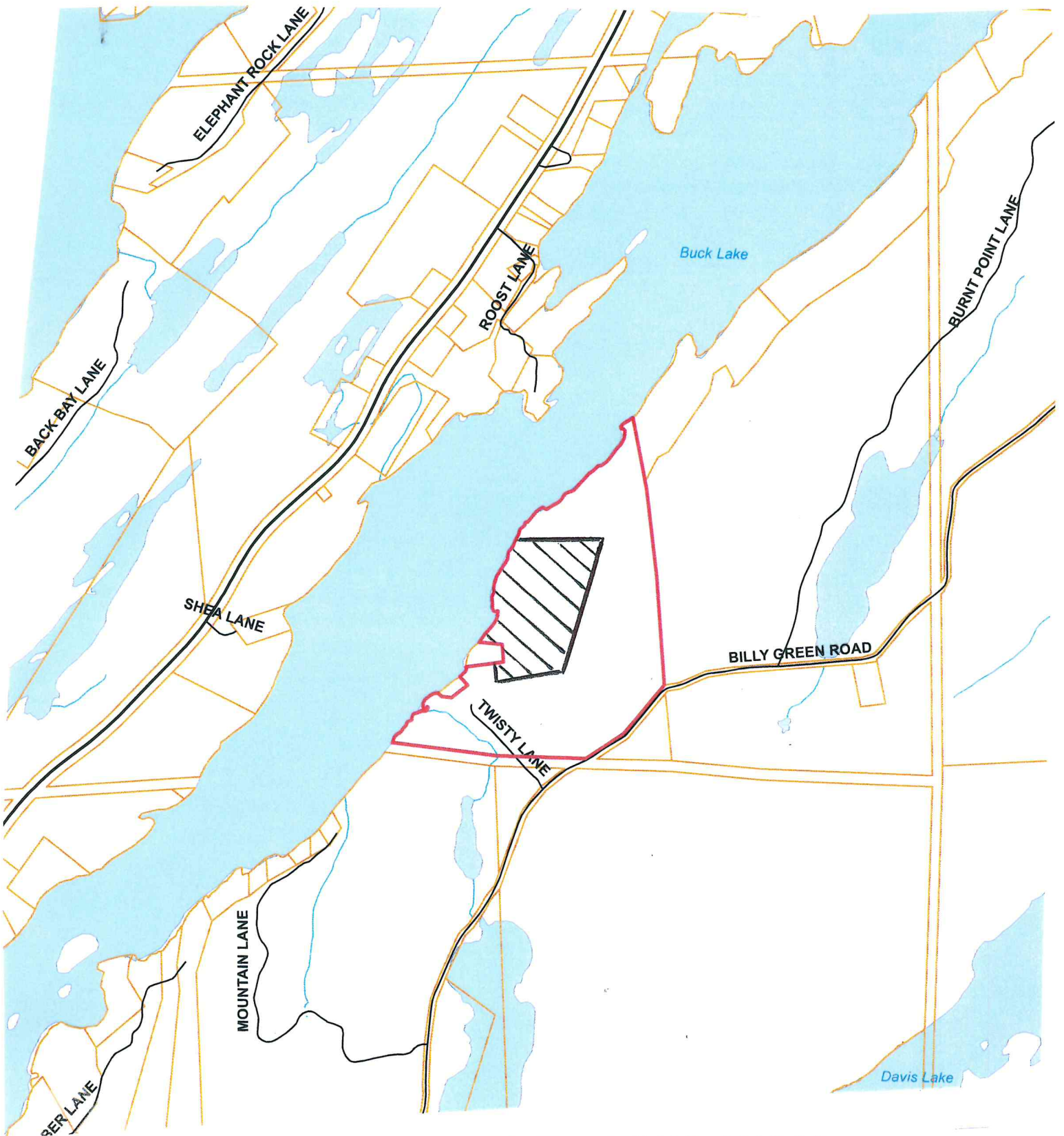
Ron Vandewal, Mayor

Wayne Orr, Clerk-Administrator

TOWNSHIP OF SOUTH FRONTENAC

SCHEDULE '1' BY-LAW NO. 2018-03

 AREA REZONED FROM 'RU' TO 'RLSW'



**THIS IS SCHEDULE "1" TO BY-LAW NO. 2018-03
PASSED THIS 16th DAY OF JANUARY, 2018.**

MAYOR _____

CLERK _____



**TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2018-05**

A BY-LAW TO DELEGATE THE TREASURER THE POWER TO ENTER INTO TAX SALE EXTENSION AGREEMENTS PURSUANT TO SECTION 378(1) OF THE MUNICIPAL ACT, AS AMENDED AND IN ACCORDANCE WITH BY-LAW 2007-81

WHEREAS under section 23.1 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, Council has a general power to delegate its powers and duties to a person or body subject to the restrictions set out in the Act

AND WHEREAS By-law 2007-81 specifies the conditions Council has set for the delegation of authority

AND WHEREAS Council deems it desirable to appoint the Treasurer to approve Tax Sale extension agreements for the Township of South Frontenac

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

1. The Treasurer shall have the authority to enter into Tax Sale extension agreements pursuant to Section 378(1) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended in accordance with by-law 2007-81
2. This by-law shall come into force and take effect on the day of passing.

Dated at the Township of South Frontenac this 16th day of January, 2018.

Read a first and second time this 16th day of January, 2018.

Read a third time and finally passed this 16th day of January, 2018.

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC**

Ron Vandewal, Mayor

Wayne Orr, Clerk-Administrator

**TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2018-06**

**A BY-LAW TO ESTABLISH A CHARGE IN RELATION TO THE
ADMINISTRATION OF TAX SALE FILES PURSUANT TO SECTION
371(1) OF THE MUNICIPAL ACT,**

WHEREAS under section 391(1) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, authorizes a municipality to pass by-laws imposing fees or charges on any class of persons for services or activities provided to them by the municipality

AND WHEREAS under section 391(1) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, authorizes the Treasurer of a local municipality to add fees and charges imposed by the municipality to the tax roll and to collect them in the same manner as municipal taxes;

AND WHEREAS under section 371(1) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, tax sale costs included on an account can include all reasonable costs incurred by the municipality

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

1. That an administrative charge be applied to the beginning of the tax sale process.
2. This fee shall be added to the tax roll of the related property.
3. The administrative fee shall be in the amount of \$325
4. The administrative fee will be indexed at a rate of 2% rounded to the next dollar on a yearly basis as of January 1st, 2019
5. This by-law shall come into force and take effect on the day of passing.

Dated at the Township of South Frontenac this 16th day of January, 2018.

Read a first and second time this 16th day of January, 2018.

Read a third time and finally passed this 16th day of January, 2018.

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC**

Ron Vandewal, Mayor

Wayne Orr, Clerk-Administrator



Payment Listing
For the period of December 20, 2017 to January 16, 2018

Accounts Payable Payment Listing:

For the period of December 20, 2017 to January 16, 2018 726,317.40

Payroll Payment Listing:

Pay Period #26	Pay date December 20, 2017 For the period of December 3, 2017 to December 16, 2017	83,443.88
Volunteer Firefighters	Pay date December 22, 2017 For the period of October 1, 2017 to December 15, 2017	58,673.82
Council Honorarium	Pay date December 29, 2017 For the period of December 1, 2017 to December 31, 2017	10,420.47
Pay Period #1	Pay date January 3, 2018 For the period of December 17, 2017 to December 30, 2017	82,717.49
Council Reimbursement	Pay date January 3, 2018 For the period of December 17, 2017 to December 30, 2017	2,220.85
		\$ 963,793.91

Total Payments

RECOMMENDATION:

1. It is recommended that Council receive for information the listing of the Accounts Payable and Payroll for the period ending January 16, 2018 in the amount of \$ 963,793.91

Submitted/approved by:
Stephanie Kuca - Deputy Treasurer

**Township of South Frontenac
 CHEQUE DISTRIBUTION REPORT**

Ranges: From: To: Distribution Types Included:
Cheque Date: 2017-12-20 2018-01-16 PURCH, MISC

10 GG

0000 Gen

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000008590	2018-01-09		THE FRONTENAC NEWS		
		65698		Ad-17/12/07	\$387.81
		65734		Ad-17/12/14	\$486.78
		65866		Ad 17/12/21	\$476.14
Total EFT000000008590					\$1,350.73
Total Gen					\$1,350.73

1000

Cheque	Date	Inv #	Vendor	Description	Amount
069118	2018-01-09		ATKINSON HOME BUILDING CENTRE		
		132096		Water Softener Salt 60KG	\$25.31
		132174		Wall Anchors	\$12.20
		131800		Gauges + Square	\$26.14
		131794		Lumber+ Bits	\$488.03
Total 069118					\$551.68
069121	2018-01-09		DRAPEAU AUTOMATIC SPRINKLER CORP		
		14244		OPP Fuel Tank Installation	\$54,431.03
Total 069121					\$54,431.03
EFT000000008579	2018-01-09		CULLIGAN		
		990479		Water	\$131.67
Total EFT000000008579					\$131.67
EFT000000008601	2018-01-09		LEONARD FUELS		
		60376C		Inspection	\$114.48
Total EFT000000008601					\$114.48
EFT000000008619	2018-01-09		R.W. ELECTRIC		
		34111		Locator and Tech	\$203.52
Total EFT000000008619					\$203.52
EFT000000008622	2018-01-09		SIMMONS PLUMBING & PUMP SERV.		
		4912		Clean Sensor	\$71.23
Total EFT000000008622					\$71.23
EFT000000008629	2018-01-09		TORBRAM ELECTRIC SUPPLY CORP		
		KIN/079472		Surface Mount Kit	\$73.27
		KIN/079459		Surface Mount Kit	\$160.78
Total EFT000000008629					\$234.05
Total					\$55,737.66

1100 Counc

Cheque	Date	Inv #	Vendor	Description	Amount
069119	2018-01-09		CASEMENT, JOYCE		
		17/12/22		Catering 11/18+ 12/19-Council	\$225.00
Total 069119					\$225.00
069128	2018-01-09		LOUGHBOROUGH CHRISTMAS & RELIEF FUND		
		18/01/02-	GARY ORR	Donation-Memory of Gary Orr	\$75.00
Total 069128					\$75.00
069132	2018-01-09		MURTHICK, JOHN		
		CIP GRANT 2017-07		CIP GRANT 2017-07	\$2,000.00
Total 069132					\$2,000.00
069134	2018-01-09		PERTH ROAD PUBLIC SCHOOL		
		2017-PLAYGROUND		New Playground Perth Rd. P.S.	\$1,000.00
Total 069134					\$1,000.00
069136	2018-01-09		RURAL FRONTENAC COMMUNITY SERVICES		
		17/12/04		Youth Activities 17/07-17/12	\$1,673.60
Total 069136					\$1,673.60
069144	2018-01-09		WESTBURY NATIONAL SHOW SYSTEMS		
		IN000144941		Delegate Unit+Mic+Battery	\$1,043.04
Total 069144					\$1,043.04
069146	2018-01-09		LEFEBVRE, JESSICA		
		CIP GRANT 2017-04		CIP GRANT 2017-04-Building Fee	\$62.00
Total 069146					\$62.00
EFT000000008567	2018-01-09		ASSOC OF MUNICIPALITIES OF ONT		
		MEM006078		2018 Membership Fee	\$6,568.35
Total EFT000000008567					\$6,568.35
EFT000000008607	2018-01-09		MUNICIPAL EMPLOYER PENSION CENTRE OF ONTARIO		
		MC003980		2018 Employee Contribution	\$267.12
Total EFT000000008607					\$267.12
EFT000000008633	2018-01-09		TROUSDALE'S FOODLAND		
		6645		Crackers+Cheese	\$18.99
Total EFT000000008633					\$18.99
Total Counc					\$12,933.10

1250 Clk

Cheque	Date	Inv #	Vendor	Description	Amount
069131	2018-01-09		MUNICIPAL WORLD INC		
		3348		Hinged Cover-By-laws+Minutes	\$122.48
Total 069131					\$122.48
EFT000000008580	2018-01-09		CUNNINGHAM SWAN CARTY		

Township of South Frontenac CHEQUE DISTRIBUTION REPORT

	148634		CAO General Advice- Copies		\$22.13
	148633		CAO- Johnson Point Resolution		\$228.96
	148632		CAO- Complaints		\$127.20
	148631		CAO- Police Board		\$127.20
	148630		CAO- Outdoor fireplace by-law		\$127.20
Total EFT00000008580					\$632.69
EFT00000008614	2018-01-09		PRINTFUSION INC.		
		103737	Graphic "20 Years Strong"		\$103.79
Total EFT00000008614					\$103.79
EFT00000008633	2018-01-09		TROUSDALE'S FOODLAND		
		2209.	Coffee		\$17.29
		2546	Milk+Cream		\$9.67
		4613	Cream+ Milk		\$5.38
Total EFT00000008633					\$32.34
Total Clk					\$891.30

1275 Fin

Cheque	Date	Inv #	Vendor	Description	Amount
EFT00000008580	2018-01-09		CUNNINGHAM SWAN CARTY		
		148797	Discharge		\$298.21
Total EFT00000008580					\$298.21
EFT00000008582	2018-01-09		DIAMOND SOFTWARE INC		
		PS-334581	Pet Licensing		\$273.48
		PS-334945	VCH+eSend Implementation		\$391.52
Total EFT00000008582					\$665.00
Total Fin					\$963.21
Total GG					\$71,876.00

20 PP&P

2100 Fire

Cheque	Date	Inv #	Vendor	Description	Amount
069118	2018-01-09		ATKINSON HOME BUILDING CENTRE		
		133002	ABS Elbow+ ABS Cement		\$11.64
Total 069118					\$11.64
069124	2018-01-09		GILMOUR'S ON 38		
		741288	14X Soup+ Sandwiches		\$98.00
Total 069124					\$98.00
069133	2018-01-09		NEW TOPPERS MARKET		
		FUEL-17/12/12	Fuel 17/08/20 - 17/12/05		\$803.63
Total 069133					\$803.63
069141	2018-01-09		TACKABERRY HEATING &		
		S2732960.001	Utility Blower Direct Drive		\$195.69
Total 069141					\$195.69
069142	2018-01-09		TOWNSHIP LEEDS AND THE THOUSAND ISLANDS		
		159-17	FSI/NFPA 1041 Course X 7		\$2,275.00
		157-17	IMS Course		\$2,500.00
Total 069142					\$4,775.00
EFT00000008564	2018-01-09		BOULTON SEPTIC/LARMON'S		
		26273	Holding Tank Pumped		\$244.22
		26329	Snowplowing		\$45.79
		26328	Snowplowing		\$50.88
		26324	Snowplowing		\$142.46
		26327	Snowplowing		\$45.79
Total EFT00000008564					\$529.14
EFT00000008570	2018-01-09		BFP INC		
		1822	SCBA tests and O-Rings		\$1,535.28
Total EFT00000008570					\$1,535.28
EFT00000008587	2018-01-09		FIRE SERVICE MANAGEMENT		
		437699	Cleaning Uniforms		\$524.27
Total EFT00000008587					\$524.27
EFT00000008599	2018-01-09		KENWORTH ONTARIO - KINGSTON		
		KS21458	Replace Thermostat		\$608.66
Total EFT00000008599					\$608.66
EFT00000008601	2018-01-09		LEONARD FUELS		
		853751	Remove 2 Oil Tanks, Install 1		\$3,923.48
Total EFT00000008601					\$3,923.48
EFT00000008602	2018-01-09		LEONARD, ELIZABETH		
		17/11/16-36	Cleaning		\$60.00
Total EFT00000008602					\$60.00
EFT00000008603	2018-01-09		LINDE CANADA LIMITED 15687		
		57687074	Oxygen		\$360.50
Total EFT00000008603					\$360.50
EFT00000008608	2018-01-09		NORTHWAY HARDWARE		
		19063	Bits X2		\$8.32
		16519	4 way valve repair tool		\$4.06
		16520	2X Plumbing Anti Freeze		\$10.07
Total EFT00000008608					\$22.45
EFT00000008617	2018-01-09		ROSEN ENERGY GROUP		
		615307	SYD 247.4L GAS @1.0490		\$264.09
		616182	SYD 900.5 L GAS @1.0790		\$988.74
Total EFT00000008617					\$1,252.83
EFT00000008618	2018-01-09		R. THURSTON TECHNOLOGIES		
		11026	Antenna and Installation		\$1,807.74
		11032	Tower Site rent 18/01-18/03		\$381.60
Total EFT00000008618					\$2,189.34
EFT00000008620	2018-01-09		SAFEDESIGN APPAREL LTD.		

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	251681		3 X Boots		\$1,536.06
Total EFT000000008620					\$1,536.06
EFT000000008622	2018-01-09		SIMMONS PLUMBING & PUMP SERV.		
		4895	Service Call- Toilet Leaking		\$74.28
		4881	Kitchen+Garage faucet+hosebibb		\$1,439.90
Total EFT000000008622					\$1,514.18
EFT000000008625	2018-01-09		SUPERIOR PROPANE INC.		
		18026668	Propane		\$281.43
Total EFT000000008625					\$281.43
EFT000000008632	2018-01-09		TRIM-LINE OF SOUTH EAST		
		40928	Numbers 1-150 (2 1/2")		\$114.48
Total EFT000000008632					\$114.48
EFT000000008638	2018-01-09		UNIVERSAL SUPPLY GROUP		
		896-845829	Yellow Wax+White Rags		\$166.90
Total EFT000000008638					\$166.90
Total Fire					\$20,502.96

2110 Cvc#

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000008621	2018-01-09		SIGNS PLUS		
		3019		5 civic blades + 1 Lane Sign	\$45.79
Total EFT000000008621					\$45.79
Total Cvc#					\$45.79

2400 Police

Cheque	Date	Inv #	Vendor	Description	Amount
069130	2018-01-09		MINISTER OF FINANCE-POLICE SERVICES		
		14181217099		17/12 Policing	\$250,150.00
Total 069130					\$250,150.00
Total Police					\$250,150.00

2620 Anml Ctl

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000008501	2017-12-29		FRONTENAC MUNICIPAL LAW		
			SF-AC-2017-DECEMBER	ANIMAL CONTROL 17/12	\$3,256.19
Total EFT000000008501					\$3,256.19
EFT000000008616	2018-01-09		RIVOIRE, THOMAS R		
		519		TSF vs.	\$1,391.57
		517		TSF Vs.	\$801.36
		518		TSF vs.	\$284.93
Total EFT000000008616					\$2,477.86
Total Anml Ctl					\$5,734.05

2640 Bylaw enf

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000008501	2017-12-29		FRONTENAC MUNICIPAL LAW		
			SF-P-2017-DECEMBER	PARKING BYLAW 17/12	\$457.92
			SF-P-2017-DECEMBER	PARKING BYLAW MILEAGE 17/12	\$634.98
Total EFT000000008501					\$1,092.90
EFT000000008589	2018-01-09		FRONTENAC MUNICIPAL LAW		
			SF-B-2017-OCTOBER	17/10 By Law Enforcement	\$183.17
			SF-B-2017-OCTOBER	17/10 By Law Enforcement	\$105.83
			SF-B-2017-NOVEMBER	17/11 By Law Enforcement	\$366.34
			SF-B-2017-NOVEMBER	17/11 By Law Enforcement	\$190.50
Total EFT000000008589					\$845.84
Total Bylaw enf					\$1,938.74
Total PP&P					\$278,371.54

30 Trans

3000 PW OH

Cheque	Date	Inv #	Vendor	Description	Amount
069126	2018-01-09		HOLIDAY COUNTRY MANOR		
		120		Breakfast Meeting Package	\$288.17
Total 069126					\$288.17
EFT000000008592	2018-01-09		GRAND & TOY LIMITED		
		L850968		Whiteboard+ Markers	\$82.35
		L850572		Office Supplies	\$116.54
Total EFT000000008592					\$198.89
Total PW OH					\$487.06

3010

Cheque	Date	Inv #	Vendor	Description	Amount
069118	2018-01-09		ATKINSON HOME BUILDING CENTRE		
		131899		Elec tape, Utility box cover,	\$13.30
		132959		Ceiling Tile+Lumber+Plywood	\$784.99
Total 069118					\$798.29
069120	2018-01-09		DPH SERVICE STATION MAINTENANCE		
		0236		Hoist- Annual Inspection	\$122.11
Total 069120					\$122.11
069127	2018-01-09		HYDRO ONE		
		3000230841		Line Relocate 13.1 Hrs.	\$942.66

Township of South Frontenac CHEQUE DISTRIBUTION REPORT

Total 069127					\$942.66
069129	2018-01-09		MEGA-LAB MANUFACTURING CO LTD		
		147529	Lubitol-2 cases		\$402.97
Total 069129					\$402.97
069135	2018-01-09		PREMIER TRUCK GROUP		
		86411872	Diagnosed Engine Worn Out		\$1,244.97
Total 069135					\$1,244.97
069137	2018-01-09		SNC-LAVALIN GEM ONTARIO INC.		
		24361	Soil Testing		\$1,221.12
		24308	Asphalt+Soil+Concrete Testing		\$1,976.69
Total 069137					\$3,197.81
069138	2018-01-09		SNIDER, PERCY		
		17/12-24	Garbage Keeley Rd		\$127.20
Total 069138					\$127.20
069145	2018-01-09		WYLIE ELECTRIC		
		24908	Extension For Generator Hookup		\$496.73
Total 069145					\$496.73
EFT000000008566	2018-01-09		AECOM CANADA LTD		
		38278430	Harrowsmith Design		\$3,008.91
Total EFT000000008566					\$3,008.91
EFT000000008571	2018-01-09		BLACK DOG TIRE & LUBRICANTS		
		13590	Tire Change + Truck Valve Stem		\$73.16
		13561	Tire Change+Flat Repair+ ORing		\$48.84
		13341	4 X Tires		\$1,177.57
		15301	Flat Repair		\$104.81
Total EFT000000008571					\$1,404.38
EFT000000008573	2018-01-09		CANADIAN TIRE		
		130058	Socket set + 2 Sockets		\$182.09
Total EFT000000008573					\$182.09
EFT000000008574	2018-01-09		CDW CANADA INC		
		LDS7424	HP Laserjet Printer		\$376.61
Total EFT000000008574					\$376.61
EFT000000008575	2018-01-09		CHAMPION INDUSTRIAL EQUIPMENT		
		27069	Checkout Charge		\$152.64
Total EFT000000008575					\$152.64
EFT000000008576	2018-01-09		CINTAS		
		884113575	Cleaning Supplies		\$91.88
		884113575	Uniform		\$12.10
		884117449	Cleaning Supplies		\$90.79
		884117449	Uniform		\$15.58
		884117449	Uniform		\$12.09
		884117440	Cleaning Supplies		\$22.80
		884117440	Uniform		\$13.21
		884115504	Cleaning Supplies		\$168.82
		884115504	Uniform		\$12.09
		884115493	Cleaning Supplies		\$41.12
		884115493	Uniform		\$13.21
Total EFT000000008576					\$493.69
EFT000000008583	2018-01-09		D.MARTIN WELDING & FABRICATING		
		8189	Mud Flap Mounts		\$525.46
		8214	Cover for Door Opener-SaltDome		\$462.24
Total EFT000000008583					\$987.70
EFT000000008584	2018-01-09		DRAPER DOORS		
		11842	Service Call-Cables Off		\$183.17
Total EFT000000008584					\$183.17
EFT000000008585	2018-01-09		EASTERN FLUID POWER INC		
		75603	Hose+ Parts		\$19.33
Total EFT000000008585					\$19.33
EFT000000008588	2018-01-09		FISH, DOROTHY		
		5968	Cleaning		\$382.50
Total EFT000000008588					\$382.50
EFT000000008591	2018-01-09		GIN-COR INDUSTRIES INC		
		46050	Speed Sensor Kit+ Harness		\$148.53
		46140	Plow Brace One Way		\$528.24
		46139	Hyd Quick Disconnect TIP+ Body		\$315.38
Total EFT000000008591					\$992.15
EFT000000008593	2018-01-09		GREER GALLOWAY CONSULTING ENGINEERS		
		18457	Civil Engeneer Hours		\$383.89
Total EFT000000008593					\$383.89
EFT000000008594	2018-01-09		HARTINGTON EQUIPMENT LIMITED		
		W019236	Service Call- Hyd Leak		\$598.96
Total EFT000000008594					\$598.96
EFT000000008595	2018-01-09		INDEPENDENT TELEPHONE SERVICES		
		42670	Assign D.E. ext. 4348		\$66.14
Total EFT000000008595					\$66.14
EFT000000008598	2018-01-09		KENT AUTOMOTIVE		
		9305383623	Cable Ties+Fuses+Parts Cleaner		\$111.37
		9305448258	Nuts+Ty Rap+ Cable ties		\$159.43
		9305448259	Screws, Nuts, Cable Ties		\$349.83
Total EFT000000008598					\$620.63
EFT000000008602	2018-01-09		LEONARD, ELIZABETH		
		17/12/29-42	Cleaning		\$300.00
Total EFT000000008602					\$300.00
EFT000000008603	2018-01-09		LINDE CANADA LIMITED 15687		
		57519100	Gases		\$267.53
Total EFT000000008603					\$267.53
EFT000000008604	2018-01-09		MAGNACHARGE BATTERY CORP		
		K74974	Battery		\$223.04
Total EFT000000008604					\$223.04
EFT000000008605	2018-01-09		MICHELIN NORTH AMERICA CANADA INC		

Township of South Frontenac CHEQUE DISTRIBUTION REPORT

		DA0006294736	4 Tires	\$1,042.63
		DA0006313677	2 Tires	\$1,884.05
Total EFT000000008605				\$2,926.68
EFT000000008606	2018-01-09		MORVEN CONSTRUCTION LTD	
		22877	Harrowsmith Intersection	\$83,118.66
Total EFT000000008606				\$83,118.66
EFT000000008609	2018-01-09		O. BETTSCHEN	
		39937	Gravel	\$104.25
		39866	Gravel	\$333.40
Total EFT000000008609				\$437.65
EFT000000008612	2018-01-09		PAT'S RADIATOR SERVICE LTD.	
		135984	Vibrator Kit + Labour	\$652.76
		135985	Snow Plow Service	\$96.67
		135961	Vibrator Kit+ Labour	\$652.76
		136370	Wide Out Deflector	\$468.79
Total EFT000000008612				\$1,870.98
EFT000000008613	2018-01-09		PETRIE FORD	
		243024	LED Light+ Reflector	\$32.78
		243212	Brace- Front Fender	\$168.70
		243569	Mirror	\$86.39
		243542	Oil+ Coolant	\$68.81
		243542	Oil+ Coolant	\$68.81
		243841	Filters + Wipers	\$201.45
		244173	Chamber	\$98.71
		244173	Slack Adj	\$196.71
		243838	Grommet	\$3.73
		244320	Tank- Surge 8.5qt Plastic	\$183.92
		244347	4" Clamp	\$18.25
		244347	Diesel Conditioner+ Engine Oil	\$79.30
		244805	Relay	\$46.45
		244808	Air Cleaner Cover	\$79.31
		244533	Link Asy- Front Axl	\$552.33
		244694	Seal Beam	\$12.00
		244783	Oil+ Glass Cleaner	\$200.17
		244892	Resistor	\$26.08
Total EFT000000008613				\$2,123.90
EFT000000008615	2018-01-09		PUROLATOR INC.	
		436691020	Dickey-John Champion	\$34.25
Total EFT000000008615				\$34.25
EFT000000008618	2018-01-09		R. THURSTON TECHNOLOGIES	
		11029	Power Supply, Mic + Radio	\$1,049.15
Total EFT000000008618				\$1,049.15
EFT000000008624	2018-01-09		STRONGCO EQUIPMENT	
		90485566	Exhaust Pipe	\$378.67
Total EFT000000008624				\$378.67
EFT000000008628	2018-01-09		TALLMAN TRUCK CENTRE LIMITED	
		339231T	Belt Fan	\$61.06
		339203T	Muffler	\$747.46
		339260T	Muffler	\$44.69
		339306T	Resistor	\$170.81
		339314T	Tank Rad	\$191.82
		338709T	Blower	\$263.19
		434905	Repair Loose Steering	\$8,548.10
Total EFT000000008628				\$10,027.13
EFT000000008630	2018-01-09		TOROMONT INDUSTRIES LTD.	
		WO040648560	Service Call	\$471.15
		PS040653127	Grill + Pad As.	\$1,035.35
Total EFT000000008630				\$1,506.50
EFT000000008631	2018-01-09		TOWN AND COUNTRY AUTO SUPPLY	
		6083-470695	Power Steering Fluid	\$24.95
		6083-469232	6" Cut off Wheels	\$68.18
		6083-467675	Oil+ Oil Filters	\$17.13
		6083-467675	Oil+ Oil Filters	\$11.07
		6083-467620	U-Joint	\$50.80
		6083-469452	Wiper Blade	\$24.89
		6083-469452	Wiper Blade	\$74.67
		6083-468047	Fuel Cap	\$9.06
		6083-470549	Oil Filters	\$4.37
		6083-470549	Oil	\$45.16
		6083-470549	Oil	\$70.96
Total EFT000000008631				\$401.24
EFT000000008633	2018-01-09		TROUSDALE'S FOODLAND	
		7107.	Water	\$27.44
		7107.	Water	\$27.45
		4399	Coffee + Sugar + Cream	\$27.16
Total EFT000000008633				\$82.05
EFT000000008634	2018-01-09		TROUSDALE'S HOME HARDWARE	
		212891	Snow Brush	\$12.20
		77199	Turbine Vent	\$76.31
		212876	Painters Tape+ Screws	\$82.81
		212721	Ice Melt	\$9.66
		212721	Key cut	\$3.05
Total EFT000000008634				\$184.03
EFT000000008637	2018-01-09		UNITED RENTALS OF CANADA INC	
		1428383	Fence rental	\$276.79
Total EFT000000008637				\$276.79
EFT000000008638	2018-01-09		UNIVERSAL SUPPLY GROUP	
		896-848236	Def Fluid	\$193.34
		173-175028	Long Stroke Clevis	\$117.99
Total EFT000000008638				\$311.33
EFT000000008639	2018-01-09		UCF/MCKEOWN & WOOD FUELS	

Township of South Frontenac CHEQUE DISTRIBUTION REPORT

	560688	2699.0L Oil @.9450		\$2,595.45
Total EFT000000008639				\$2,595.45
EFT000000008640	2018-01-09	VERONA HARDWARE LIMITED		
	35992	Battery+Air Freshener		\$34.05
Total EFT000000008640				\$34.05
EFT000000008643	2018-01-09	WHITE'S WEARPARTS LTD		
	126049	Rubber Blades		\$2,079.64
	126168	Bullnose Blades		\$1,495.87
	126142	Snow plow parts		\$345.13
	126142	Snow plow parts		\$808.11
	126142	Snow plow parts		\$156.71
	126142	Snow plow parts		\$671.62
	126142	Snow plow parts		\$671.62
	126141	Snow plow parts		\$94.03
	126141	Snow plow parts		\$94.03
	126081	Steel Nose		\$297.04
	126140	Snow plow parts		\$358.70
	126140	Snow plow parts		\$358.70
	126140	Snow plow parts		\$376.09
Total EFT000000008643				\$7,807.29
Total				\$133,141.90

3210 Brushing

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000008569	2018-01-09		BATTLEFIELD EQUIPMENT RENTALS		
		24212305		Chain Loop Exchange	\$7.98
		24212221		Chain Loops X 6	\$161.48
Total EFT000000008569					\$169.46
Total Brushing					\$169.46

3310 Hardtop Patching

Cheque	Date	Inv #	Vendor	Description	Amount
069138	2018-01-09		SNIDER, PERCY		
		17/11/17-19		Patching	\$1,297.44
		17/11/17-19		Patching	\$1,030.32
		17/11/13-16		Patching	\$1,297.44
		17/11/24-22		Patching	\$1,946.16
Total 069138					\$5,571.36
EFT000000008644	2018-01-09		WILLIAMS HOT MIX LTD		
		3452		6.1MT HL3A@\$90	\$558.66
		3452		12.35MT HL3A@\$90	\$1,131.06
		3437		4.1MT HL3A@\$90	\$375.49
		3437		33.39MT HL3A@\$90	\$3,057.99
		3429		10.28MT HL3A@\$90	\$941.48
		3429		26.99MT HL3A@\$90	\$2,471.85
		3417		7.84MT HL3A@\$90	\$718.02
		3417		22.97MT HL3A@\$90	\$2,103.68
		3409		6.04MT HL3A@\$90	\$553.17
		3409		3.38MT HL3A@\$90	\$309.54
		3388		2.01MT Sand seal	\$198.40
		3448		12.51 MT HL3A @\$90	\$1,145.71
		3448		36.02 MT HL3A @\$90	\$3,298.85
Total EFT000000008644					\$16,863.90
Total Hardtop Patching					\$22,435.26

3405 Washout

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000008609	2018-01-09		O. BETTSCHEN		
		39800		Gravel	\$227.28
Total EFT000000008609					\$227.28
EFT000000008626	2018-01-09		SWEET'S SAND & GRAVEL		
		S-0052885		Gravel	\$113.67
Total EFT000000008626					\$113.67
Total Washout					\$340.95

3505 Snw Plwng

Cheque	Date	Inv #	Vendor	Description	Amount
069138	2018-01-09		SNIDER, PERCY		
		17/11/21-47		Snow Plowing	\$146.53
		17/11/19-42		Snow Plowing	\$318.51
		17/11/20-45		Snow Plowing	\$318.51
		17/11/21-46		Snow Plowing	\$318.51
		17/11/20-44		Snow Plowing	\$146.53
		17/11/19-41		Snow Plowing	\$146.53
		17/11/21-48		Snow Plowing	\$195.38
		17/11/20-43		Snow Plowing	\$195.38
		17/11/19-40		Snow Plowing	\$195.38
		17/11/21-30		Snow Plowing	\$905.66
		17/11/20-22		Snow Plowing	\$184.19
		17/12/16-17		Snow Plowing	\$195.38
Total 069138					\$3,266.49
EFT000000008564	2018-01-09		BOULTON SEPTIC/LARMON'S		
		26319		Snowplowing	\$122.11
		26320		Snow Plowing	\$610.56
		26321		Snow Plowing	\$610.56
		26322		Snow Plowing	\$356.16
Total EFT000000008564					\$1,699.39

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EFT000000008600	2018-01-09		K MULROONEY TRUCKING LIMITED		
		2017-21469		Snow Plowing	\$2,019.43
		2017-21690		Snow Plowing	\$7,217.58
		2017-21691		Snow Plowing	\$3,447.63
		2017-21689		Snow Plowing	\$5,983.49
		2017-21699		Snow Plowing	\$2,585.72
		2017-21698		Snow Plowing	\$3,055.85
		2017-21692		Snow Plowing	\$1,241.88
		2017-21701		Snow Plowing	\$1,698.88
		2017-21476		Snow Plowing	\$1,862.82
		2017-21468		Snow Plowing	\$1,720.25
		2017-21472		Snow Plowing	\$705.20
		2017-21475		Snow Plowing	\$647.19
Total EFT000000008600					\$32,185.92
Total Snw Plwng					\$37,151.80

3506 Snow Clearing Sidewalks

Cheque	Date	Inv #	Vendor	Description	Amount
069138	2018-01-09		SNIDER, PERCY		
		17/11/19-08		Snow Plowing	\$152.64
		17/11/19-08		Snow Plowing	\$91.58
		17/11/19-10		Snow Plowing	\$101.76
		17/11/19-10		Snow Plowing	\$93.62
		17/11/19-12		Snow Plowing	\$69.20
		17/11/19-12		Snow Plowing	\$101.76
Total 069138					\$610.56
EFT000000008564	2018-01-09		BOULTON SEPTIC/LARMON'S		
		26323		Snowplowing	\$356.16
		26323		Snowplowing	\$356.16
Total EFT000000008564					\$712.32
Total Snow Clearing Sidewalks					\$1,322.88

3515 Stock Snd&Slt

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000008594	2018-01-09		HARTINGTON EQUIPMENT LIMITED		
		7756		Loader Rental	\$4,477.44
Total EFT000000008594					\$4,477.44
EFT000000008597	2018-01-09		K+S WINDSOR SALT LTD		
		5300335683		Winter Salt	\$3,262.73
		5300338864		Winter Salt	\$3,379.05
		5300338091		Winter Salt	\$3,223.35
		5300341510		Winter Salt	\$3,671.68
		5300340234		Winter Salt	\$3,769.24
		5300339601		Winter Salt	\$3,614.41
		5300340075		Winter Salt	\$3,694.96
		5300340943		Winter Salt	\$3,460.49
		5300338092		Winter Salt	\$3,217.97
		5300340888		Winter Salt	\$6,863.71
Total EFT000000008597					\$38,157.59
Total Stock Snd&Slt					\$42,635.03

3525 Snw Remvl

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000008634	2018-01-09		TROUSDALE'S HOME HARDWARE		
		77309		3 X Flashlight+ Battery	\$48.77
Total EFT000000008634					\$48.77
Total Snw Remvl					\$48.77

3610 Trfc Sg mnt

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000008635	2018-01-09		TRUE ELECTRIC		
		6723		Traffic Signal Maintenance	\$305.28
Total EFT000000008635					\$305.28
Total Trfc Sg mnt					\$305.28

3615 Street signs

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000008621	2018-01-09		SIGNS PLUS		
		3019		1 Lane Sign	\$42.68
Total EFT000000008621					\$42.68
EFT000000008634	2018-01-09		TROUSDALE'S HOME HARDWARE		
		212468		Screws	\$4.21
Total EFT000000008634					\$4.21
Total Street signs					\$46.89

3638 Locates

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000008611	2018-01-09		ONTARIO ONE CALL		
		201784107		17/11 Locates	\$96.26
Total EFT000000008611					\$96.26
EFT000000008619	2018-01-09		R.W. ELECTRIC		
		34264		Locator and Tech	\$407.04
		34111		Locator and Tech	\$203.52
Total EFT000000008619					\$610.56

Township of South Frontenac CHEQUE DISTRIBUTION REPORT

Total Locates **\$706.82**

3800 Crssng Guards

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000008502	2017-12-29		SNIDER, DEBBIE		
		17/12		CROSSING GUARD 17/12	\$720.00
		17/12		CROSSING GUARD 17/12	\$20.74
Total EFT000000008502					\$740.74
EFT000000008503	2017-12-29		WILSON, CHRISTINA		
		17/12		CROSSING GUARD 17/12	\$480.00
		17/12		CROSSING GUARD 17/12	\$13.82
Total EFT000000008503					\$493.82
Total Crssng Guards					\$1,234.56

Total Trans **\$240,026.66**

40 Env

5005 SW & Fac OH

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000008627	2018-01-09		SWISH MAINTENANCE LIMITED		
		K580481		Garbage Bags+Odour Eliminator	\$111.07
Total EFT000000008627					\$111.07
EFT000000008634	2018-01-09		TROUSDALE'S HOME HARDWARE		
		212999		De-Icer	\$7.28
Total EFT000000008634					\$7.28
Total SW & Fac OH					\$118.35

5105 Garb coll

Cheque	Date	Inv #	Vendor	Description	Amount
069061	2017-12-29		SNIDER, PERCY		
		DISPOSAL 17/12		DISPOSAL 17/12	\$11,454.79
		DISPOSAL 17/12		DISPOSAL 17/12	\$9,455.41
		DISPOSAL 17/12-FUEL		DISPOSAL 17/12 Fuel Adj.	\$105.35
		DISPOSAL 17/12-FUEL		DISPOSAL 17/12 Fuel Adj.	\$86.96
Total 069061					\$21,102.51
EFT000000008500	2017-12-29		BOULTON SEPTIC/LARMON'S		
		COLLECTION 17/12		COLLECTION 17/12	\$11,701.36
		COLLECTION17/12-FUEL		COLLECTION 17/12-Fuel Adj.	\$107.62
Total EFT000000008500					\$11,808.98
EFT000000008571	2018-01-09		BLACK DOG TIRE & LUBRICANTS		
		13786		Tire Change	\$38.67
Total EFT000000008571					\$38.67
EFT000000008631	2018-01-09		TOWN AND COUNTRY AUTO SUPPLY		
		6083-470681		Steering Drag Link	\$88.22
		6083-470004		Calipers+ Brake Pad plate	\$929.46
Total EFT000000008631					\$1,017.68
EFT000000008638	2018-01-09		UNIVERSAL SUPPLY GROUP		
		896-848617		Drag Link	\$248.28
Total EFT000000008638					\$248.28
Total Garb coll					\$34,216.12

5110 Gab disp

Cheque	Date	Inv #	Vendor	Description	Amount
069138	2018-01-09		SNIDER, PERCY		
		17/11/07-23		Portland Dump/Dozer	\$1,465.34
		17/12/08-26		Portland Dump/Waste	\$1,246.56
		17/12/11-29		Portland Dump/Dozer	\$2,294.69
		17/12/15-30		Portland Dump/Waste	\$178.08
		17/12/20-33		Portland Dump/Waste	\$534.24
Total 069138					\$5,718.91
EFT000000008498	2017-12-29		WHALEY, GEORGE		
		17/12 DISPOSAL		17/12 DISPOSAL	\$1,935.80
Total EFT000000008498					\$1,935.80
EFT000000008565	2018-01-09		ABELL PEST CONTROL INC.		
		11053091		Pest Control	\$58.81
Total EFT000000008565					\$58.81
EFT000000008596	2018-01-09		JODY CAMPBELL'S SEPTIC SERVICE		
		10656		Portable Toilet Rental	\$117.02
		10656		Portable Toilet Rental	\$117.02
		10656		Portable Toilet Rental	\$117.02
Total EFT000000008596					\$351.06
EFT000000008641	2018-01-09		WASTE CONNECTIONS OF CANADA		
		647-0000023730		40.84MT ICI+Construction Waste	\$3,666.11
Total EFT000000008641					\$3,666.11
EFT000000008642	2018-01-09		WHALEY, GEORGE		
		17/12/31-05		17/12 Landfill Maintenece	\$3,246.14
Total EFT000000008642					\$3,246.14
Total Gab disp					\$14,976.83

5205 Recyc Coll

Cheque	Date	Inv #	Vendor	Description	Amount
069061	2017-12-29		SNIDER, PERCY		
		DISPOSAL 17/12		DISPOSAL 17/12	\$12,356.86
		DISPOSAL 17/12		DISPOSAL 17/12	\$10,775.05

Township of South Frontenac CHEQUE DISTRIBUTION REPORT

DISPOSAL 17/12	DISPOSAL 17/12	\$11,501.55
DISPOSAL 17/12-FUEL	DISPOSAL 17/12 Fuel Adj.	\$113.66
DISPOSAL 17/12-FUEL	DISPOSAL 17/12 Fuel Adj.	\$99.10
DISPOSAL 17/12-FUEL	DISPOSAL 17/12 Fuel Adj.	\$105.78
Total 069061		\$34,952.00
EFT000000008500	2017-12-29	
BOULTON SEPTIC/LARMON'S		
COLLECTION 17/12	COLLECTION 17/12	\$10,065.69
COLLECTION17/12-FUEL	COLLECTION 17/12- Fuel Adj.	\$92.58
Total EFT000000008500		\$10,158.27
Total Recyc Coll		\$45,110.27

5210 Rec Disp/Prc

Cheque	Date	Inv #	Vendor	Description	Amount
069138	2018-01-09		SNIDER, PERCY		
		17/12/07-25		Greenbay Recycle	\$534.24
Total 069138					\$534.24
Total Rec Disp/Prc					\$534.24

5305 HHW

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000008572	2018-01-09		BRENDAR ENVIRONMENTAL INC.		
		20170263		17/11 HHW Services	\$4,276.20
Total EFT000000008572					\$4,276.20
Total HHW					\$4,276.20

Total Env

\$99,232.01

70 Cem

7000 Health

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000008499	2017-12-29		D G YOUNGE CONCRETE BURIAL VAULTS		
			SERVICES 17/12	SERVICES 17/12	\$875.14
Total EFT000000008499					\$875.14
Total Health					\$875.14

Total Cem

\$875.14

80 Rec

8000 Rec

Cheque	Date	Inv #	Vendor	Description	Amount
069147	2018-01-09		SHEPHERD, JOAN		
		17/12/13		20 Chairs	\$1,423.83
Total 069147					\$1,423.83
EFT000000008497	2017-12-29		LEONARD, ELIZABETH		
		17/12		17/12 MAINTENANCE	\$142.50
Total EFT000000008497					\$142.50
EFT000000008564	2018-01-09		BOULTON SEPTIC/LARMON'S		
		26326		Snowplowing	\$101.76
		26019		Septic Tank Pumped	\$279.84
Total EFT000000008564					\$381.60
EFT000000008568	2018-01-09		ASSELSTINE HARDWARE		
		4745		Water Softener Salt	\$81.31
Total EFT000000008568					\$81.31
EFT000000008586	2018-01-09		EVERTEMP INC		
		31341		HVAC Repair	\$437.14
Total EFT000000008586					\$437.14
EFT000000008623	2018-01-09		SLEETH, SARAH		
		17/12/29-29		Cleaning	\$700.00
		17/12/29-29		Cleaning	\$40.00
		17/12/29-29		Cleaning	\$45.00
		17/12/01-28		Cleaning	\$560.00
		17/12/01-28		Cleaning	\$40.00
		17/12/01-28		Cleaning	\$45.00
Total EFT000000008623					\$1,430.00
EFT000000008627	2018-01-09		SWISH MAINTENANCE LIMITED		
		K581282		Ice Melter+TPaper+Garbage Bags	\$104.71
Total EFT000000008627					\$104.71
EFT000000008634	2018-01-09		TROUSDALE'S HOME HARDWARE		
		212721		Ice Melt	\$9.66
Total EFT000000008634					\$9.66
Total Rec					\$4,010.75

8210 VCA

Cheque	Date	Inv #	Vendor	Description	Amount
069143	2018-01-09		VERONA FOODLAND		
		17/12/03		Various Grocery Expenses	\$92.75
Total 069143					\$92.75
EFT000000008577	2018-01-09		CONWAY, WAYNE		
		2017122		Chocolates+ Tims Treats for PW	\$23.97
Total EFT000000008577					\$23.97
Total VCA					\$116.72

Total Rec

\$4,127.47

Township of South Frontenac CHEQUE DISTRIBUTION REPORT

90 Plan

9000 Plan

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000008578	2018-01-09		CATARAQUI REGION CONSERVATION		
		AR170031		17/01- 17/04 Risk Management	\$292.81
Total EFT000000008578					\$292.81
EFT000000008580	2018-01-09		CUNNINGHAM SWAN CARTY		
		148627		CAO-Sell Park+LLocked Parcel	\$254.40
		148628		CAO- Merger of Prop. Buck Lake	\$305.28
		148629		Planning- Disbursement	\$111.95
		148626		Planning- Amending Site Plan	\$101.76
		148598		Zoning- P. Strickland	\$768.11
Total EFT000000008580					\$1,541.50
Total Plan					\$1,834.31

9010 Plan-com adj

Cheque	Date	Inv #	Vendor	Description	Amount
069123	2018-01-09		GEE, KEN		
		2017 COA		2017 COA 10 Meetings @ \$50	\$500.00
		2017 COA		2017 COA 1030 KM @ \$0.55	\$510.14
Total 069123					\$1,010.14
069125	2018-01-09		HAHN, DAVID		
		2017 COA		2017 COA- 10 meetings @ \$50	\$500.00
		2017 COA		2017 COA 984KM @ \$0.55	\$487.36
Total 069125					\$987.36
Total Plan-com adj					\$1,997.50
Total Plan					\$3,831.81

99

9999

Cheque	Date	Inv #	Vendor	Description	Amount
069148	2018-01-09		MICHELINE GRONDIN		
		CRADJ4918-1		010050195010000	\$811.80
Total 069148					\$811.80
069149	2018-01-09		TOBIN GWENDOLYN JOYCE		
		CRADJ4915-1		Tax Refund From 010 010 17100	\$64.22
Total 069149					\$64.22
EFT000000008617	2018-01-09		ROSEN ENERGY GROUP		
		615543		F 2000.8L GAS @.9755	\$1,986.13
		615541		P 1961.9L CLR @1.0230	\$2,042.34
		615542		P 700.8L MKD @.8900	\$634.68
		615535		B 1301.0 L CLR @1.0230	\$1,354.34
		615538		F 2677.6L CLR @1.0230	\$2,787.39
		615539		F 303.5L MKD @.8900	\$274.87
		615540		B 279.5 L GAS @.9755	\$277.45
		615536		B 262.5L MKD@.8900	\$237.74
		616168		B 1200.8 L CLR @1.0520	\$1,285.47
		616169		B 1200.8 L CLR @1.0520	\$115.96
		616553		SUN 2388.1 L CLR @1.0492	\$2,549.69
		616164		F 2200.7L GAS @.9890	\$2,214.80
		616166		F 600.6L MKD @.9190	\$561.65
		616165		F 6594.1 L CLR @1.0520	\$7,059.08
		616162		P 3153.1 L CLR @1.0520	\$3,375.45
		616163		P 167.8 L MKD @.9190	\$156.92
		616167		B 185.6L GAS @.9890	\$186.79
Total EFT000000008617					\$27,100.75
Total					\$27,976.77
Total					\$27,976.77
Total					\$726,317.40



REPORT TO COUNCIL BUILDING DEPARTMENT



AGENDA DATE: January 16, 2018

SUBJECT: 4th Quarter Building Activity Report for 2017

Summary of Report:

The following report details Quarterly Construction Values from 2014 to present, as well as types of construction that have occurred and Building Permits that have been issued and closed in 2017.

Quarterly Construction Values for all projects:

	2014		2015		2016		2017	
	CONSTRUCTION VALUE	PERMITS ISSUED	CONSTRUCTION VALUE	PERMITS ISSUED	CONSTRUCTION VALUE	PERMITS ISSUED	CONSTRUCTION VALUE	PERMITS ISSUED
January-March	\$2,593,800.00	48	\$2,186,155.00	35	\$2,156,402.00	29	\$2,077,900.00	48
April-June	\$10,202,365.00	150	\$7,808,788.00	145	\$11,785,550.00	155	\$12,728,150.00	148
July-September	\$10,443,683.00	166	\$9,082,797.00	148	\$8,757,931.00	148	\$11,499,769.00	129
October-December	\$5,853,962.00	107	\$7,816,256.00	123	\$6,622,100.00	89	\$5,650,400.00	93
Totals	\$29,093,810.00	471	\$26,893,996.00	451	\$29,321,983.00	421	\$31,956,219.00	418

Quarterly Construction Values for Single Family Dwellings:

	2014		2015		2016		2017	
	CONSTRUCTION VALUE	PERMITS ISSUED	CONSTRUCTION VALUE	PERMITS ISSUED	CONSTRUCTION VALUE	PERMITS ISSUED	CONSTRUCTION VALUE	PERMITS ISSUED
January-March	\$1,267,000.00	4	\$1,223,000.00	5	\$1,425,400.00	5	\$1,010,000.00	4
April-June	\$5,370,300.00	22	\$4,501,870.00	19	\$8,569,875.00	30	\$8,108,000.00	28
July-September	\$7,023,700.00	24	\$4,701,000.00	16	\$5,095,876.00	20	\$7,169,000.00	25
October-December	\$3,440,000.00	12	\$4,694,000.00	15	\$3,999,000.00	15	\$3,404,500.00	14
Totals	\$17,101,000.00	62	\$15,119,870.00	55	\$19,090,151.00	70	\$19,691,500.00	71

Building Permits Issued:

Type of Construction	JAN-MAR	APR-JUNE	JULY-SEPT	OCT-DEC	YTD
Single Family Dwellings	4	28	25	14	71
Seasonal Dwellings	2	4	4	2	12
Additions & Renovations	8	21	19	21	69
Garage, Accessory Bldg, Decks	13	55	42	30	140
Woodstove/Pellet/Chimney	9	8	6	9	32
Pool enclosure	1	10	7	0	18
Agricultural Buildings	2	4	3	0	9
New IC/Multi-Res Bldgs.	1	1	1	0	3
Reno/Additions to IC/Multi-Res Bldgs.	0	1	2	7	10
Demolitions	7	7	12	4	30
Other (Towers, Signs, Solar Panels)	1	9	8	6	24
TOTAL PERMITS	48	148	129	93	418

Building Permits Closed:

Type of Construction	JAN-MAR	APR-JUN	JUL-SEPT	OCT-DEC	YTD
Single Family Dwellings	7	11	11	16	45
Seasonal Dwellings	2	4	4	3	13
Additions/Renovations	9	21	16	14	60
Garage, Accessory Bldg, Decks	16	25	30	31	102
Demolitions	7	8	6	10	31
Other (Pools, Woodstoves etc.)	11	12	17	13	53
TOTALS	52	81	84	87	304

Prepared by:
Peggy Spafford
Administrative Assistant – Building Department

Submitted/Approved by:
Tom Berrault
Chief Building Official



REPORT TO COUNCIL CLERK'S DEPARTMENT



AGENDA DATE: January 16, 2018

SUBJECT: Committee of Adjustment Appointments for 2018

RECOMMENDATION:

For Information and consideration prior to February 6, 2018.

BACKGROUND:

Council members are encouraged to discuss amongst themselves who wishes to serve on the Committee of Adjustment for 2018. Council will be asked to provide names for the passage of the appropriate Bylaw on February 6, 2018. This will allow the Committee of Adjustment to move forward as scheduled on Thursday February 8.

Council policy sets out the Committee of Adjustment/Land Division Committee as being comprised of 8 members – one Councillor from each District, and one non-councillor from each District. The Planning Act requires that any non-council members of the Committee serve for the term of Council, but that Council members of the Committee be appointed annually.

2017 Councillors on the Committee of Adjustment:

- Al Revill
- Ross Sutherland
- John McDougall
- Ron Sleeth

FINANCIAL/STAFFING IMPLICATIONS:

None

ATTACHMENTS:

None

Submitted/approved by:

Wayne Orr

Prepared by:

Wayne Orr



INFORMATION REPORT

PUBLIC WORKS DEPARTMENT



AGENDA DATE: January 16, 2018

SUBJECT: O.P.P Station
Emergency Replacement of Sprinkler System Fuel Tank

BACKGROUND:

During a routine weekly sprinkler fire pump run test at the O.P.P. Station, it was brought to the attention of the Facilities Supervisor that the existing fuel tank, which supplies fuel to the sprinkler fire pump, had a blister forming on the side of the tank. Due to the potential risk of a major fuel spill, the diesel fuel had to be removed and the tank replaced immediately. In order to replace the fuel tank, TSSA (Technical Standards & Safety Authority) required that the entire fuel system be brought up to current compliance standards. The TSSA variance document (attached) lists the requirements necessary to make the sprinkler system operational.

FINANCIAL/STAFFING IMPLICATIONS:

An unbudgeted cost of approximately \$62,000 from the Facilities Reserve was required for this new fuel tank and system compliance upgrade.

ATTACHMENTS:

TSSA variance application dated December 6, 2017

Submitted/approved by:

Mark Segsworth, P. Eng.
Public Works Manager

Prepared by:

Jamie Brash, Supervisor
Solid Waste/Facilities



345 Carlingview Drive
Toronto, Ontario M9W 6N9
Tel : 416 734 3300
Fax: 416 231 1626
Toll Free: 1 877 682.8772
www.tssa.org

December 6, 2017

Jamie Brash
Township of South Frontenac
4432 George St
Sydenham, ON K0H 2T0
Canada

FS Variance
Service Request No.: 2155292

Request for approval to 6.2.2 of the CSA-B139.1.1-15, Installation Code for Oil Burning Equipment, O. Reg. 213/01 for 5282 Hinchinbrooke Rd, Hartington, ON K0H 1W0

Dear Jamie Brash,

Please be advised that your variance application dated September 14, 2017 to install a 100 US gallon engine supply tank with a side-bottom connection from the tank to the fire pump, has been approved.

This variance is allowed under the authority of subsection 36.(3)(c) of the *Technical Standards and Safety Act, 2000*, (the "Act") and subject to such conditions as may be specified herein, being that:

- The installation is constructed as described above;
- The engine supply tank to be located in engine service room having a minimum 1-hour fire resistance rating, and shall have:
 - (a) a floor of concrete or other non-combustible construction, and treated as necessary to be impermeable to fuel oil;
 - (b) a non-combustible, liquid-tight sill or ramp to a height corresponding to 10% of the volume of the largest tank in the room, and at least 150 mm (6 in) high; and
 - (c) walls to the height of the retained oil that are built to withstand the natural pressure due to the liquid head of the retained oil when this height exceeds 150 mm (6 in).
- The engine supply tank to be provided with a non-combustible containment system, equipped with a leak detection system, that shall:
 - (a) surround each engine supply tank, any associated fuel containing piping, components, and filter assembly not directly mounted on the engine body with a capacity of at least 45 L (10 gal) per containment system;
 - (b) have the leak detection system sensor installed at least 50 mm (2 in) below the top of the containment system; and
 - (c) have an alarm annunciate in a supervised location that is monitored on a 24 h basis;
- The engine supply tank shall be equipped with a certified overfill protection valve listed to ULC-S661;
- A certified spill container shall be installed for the fill pipe;

...2

Jamie Brash,
December 6, 2017
Page 2

- A P. Eng. declaration shall be submitted to TSSA to confirm that the unlisted generator exhaust complies with section 12, B139.1.0-15 and tested for gas-tightness in accordance with section 9, B139.1.1-15;
- The combustion air for the fire pump shall meet the requirements under clause 7.2.3, B139.1.1-15;
- The certified stainless steel braided flexible connectors installed shall be temperature rated to no less than 1000°F;
- The installation shall be inspected by a TSSA inspector prior to operation. Please contact Mr. Craig Wilson (cwilson@tssa.org or 613-894-1194) to arrange for the inspection;
- Non-conformity with the conditions specified shall thereby cause the allowed variance to become null and void;
- In the event of any claims against the Technical Standards and Safety Authority arising from allowance of the variance or non-conformity with the conditions specified, the applicant agrees to indemnify the Technical Standards and Safety Authority and agrees to hold it harmless from such claims and attendant costs;
- The variance process is subject to public access under the TSSA Access and Privacy Code (available upon request). The fact that a variance has been granted, and information about any public conditions, such as a requirement to post a sign, may be released on request. Subject to law and the TSSA Access and Privacy Code, proprietary information will not be subject to release;
- The applicant shall pay the fee associated with the review of the variance; and
- A copy of the variance letter shall always be kept readily available and permanently legible in the vicinity of the appliance/equipment.

This variance only relates to the Act and regulations made thereunder and does not exempt you from compliance with other applicable regulatory requirements. The installation may be subject to an inspection to ensure compliance with the terms of the variance.

Should you have any questions or require further assistance, please contact Ms. Gwen Thong-Kielo at 416.734.3349, or by e-mail at gthong@tssa.org. When contacting TSSA regarding this file, please refer to the Service Request number provided above.

Yours truly,



John R. Marshall
Director, Fuels Safety Program



FRONTENAC

RECEIVED

JAN 08 2018

TOWNSHIP OF
SOUTH FRONTENAC

County of Frontenac

2069 Battersea Rd.
Glenburnie, ON KOH 1S0

T: 613.548.9400

F: 613.548.8460

frontenacounty.ca

December 21, 2017

Wayne Orr, CAO
The Township of South Frontenac
P.O. Box 100
Sydenham, ON
K0H 2T0

Dear Mr. Orr;

Re: Appointment of County of Frontenac Warden and Deputy Warden

Please be advised that the Council of the County of Frontenac at its meeting held December 20, 2017 appointed Councillor Ron Higgins as Warden and Councillor Denis Doyle as Deputy Warden of Frontenac County.

I would ask that you kindly adjust your records to reflect these appointments and should you have any questions or concerns, please do not hesitate to contact me at 613-548-9400 extension 302 or via email; jamini@frontenacounty.ca.

Sincerely,

Jannette Amini
Manager of Legislative Services/Clerk

County File



Invasive Plant Management Strategy Workshop – Eastern Ontario

Date: Thursday February 1st 2018
Time: 9:00am-2:30pm
Location: **Outdoor Centre, Little Cataraqui Creek Conservation Area**
1641 Perth Road, Glenburnie, ON

Time	Details
9:00am	Registration with coffee/refreshments
9:30am	<i>Welcome Address</i> Colin Cassin, Ontario Invasive Plant Council
9:40am	<i>Overview of Ontario's Invasive Species Act</i> Matt Smith, Ontario Ministry of Natural Resources & Forestry (25 min presentation, 5 min for questions)
10:10am	<i>Creating an Invasive Plant Management Strategy: A Framework for Ontario Municipalities</i> Colin Cassin, Ontario Invasive Plant Council (25 min presentation, 5 min for questions)
10:40am	Morning Break
10:50am	<i>Invasive Species Hit Squad and EDDMapS Ontario</i> Kate Powell, Invading Species Awareness Program (25 min presentation, 5 min for questions)
11:20am	<i>Invasive Plant Management Strategy Case Study: City of Mississauga</i> Sarah Pielt, City of Mississauga (25 min presentation, 5 min for questions)
11:50pm	Lunch Break
12:20pm	<i>Invasive Plant Management Strategy Case Study: York Region</i> Dayna Laxton, York Region (25 min presentation, 5 mins for questions)
12:50 pm	<i>Round-table Discussion</i> <ul style="list-style-type: none">▪ 12:50 pm to 1:50: Small Group Q and A▪ 1:50 pm to 2:20 pm: Review of thoughts from small group work with the whole group
2:20 pm	Adjourn

1324789 Ontario Inc.,
c/o Martha & Gary Beach
P.O. Box 98,
Battersea, ON K0H 1H0

January 11, 2018

Re: Proposed Zoning Amendment - Buck Lake, Milligan/Hamilton (RLSW-119) - proposed severance S-34-17-L

Dear Mr. Orr, South Frontenac Township Council,

We are writing this brief regarding the proposed Zoning Bylaw for the above noted Buck Lake development.

The EIS work, while very informative is very light on Species At Risk (SAR) survey protocols used, including frequency and dates.

The author of the EIS acknowledges that both retained and proposed lot areas contain prime habitat for eastern rat snakes, including areas perfectly suitable for hibernacula for the species. The request for relief of the waterfront setback due to SAR habitat is counter to having increased waterfront setbacks necessary from this highly sensitive lake.

There are a number of other points that are also very challengeable, but the most appropriate course of action is to have the MNRF do a full SAR review in light of the applicant also requiring relief of many aspects of the OP as they relate to environmental policy and primarily the lake trout sensitive nature of Buck Lake.

Very importantly, the MNRF's review regarding SAR is not contingent on the development scale (ie a subdivision vs. a minor variance vs. installation of a road culvert) but rather on the quality of the SAR habitat and SAR presence on the proposed site.

We are requesting the SFT Council defer passage of this Bylaw, until a full MNRF review of SAR has been completed and reported on, for the entire site.

Sincerely,
Martha & Gary Beach

TOWNSHIP OF SOUTH FRONTENAC

BY-LAW 2018-07

A BY-LAW TO CONFIRM GENERALLY PREVIOUS ACTIONS OF THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC.

THEREFORE THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC, BY ITS COUNCIL, HEREBY ENACTS AS FOLLOWS:

1. The actions of the Council of the Corporation of the Township of South Frontenac at its Council Meeting of January 16, 2018 be confirmed.
2. Execution by the Mayor and the Clerk-Administrator of all Deeds, Instruments and other Documents necessary to give effect to any such Resolution, Motion or other action and the affixing of the Corporate Seal to any such Deed, Instruments or other Documents is hereby authorized and confirmed.
3. This By-law shall come into force and take effect on the date of its passage.

Dated at the Township of South Frontenac this 16th day of January, 2018.

Read a first and second time this 16th day of January, 2018.

Read a third time and finally passed this 16th day of January, 2018.

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC**

Ron Vandewal, Mayor

Wayne Orr, Chief Administrative Officer