

**TOWNSHIP OF SOUTH FRONTENAC
COUNCIL MEETING
AGENDA**



**Audio Broadcast to Township's Facebook Page
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TIME: 7:00 PM,
DATE: Tuesday, December 15, 2020
PLACE: Electronic Participation/Council
Chambers.

1. Call to Order/Roll Call
 - a) Resolution
2. Declaration of pecuniary interest and the general nature thereof
3. Approval of Agenda
 - a) Resolution
4. Announcements/Statements by Councillors - Christmas Greetings
5. Scheduled Closed Session (at the end of the meeting)
6. Recess - not applicable
7. Delegations - not applicable
8. Public Meeting - not applicable
9. Approval of Minutes
 - a) November 10, 2020 Committee of the Whole Meeting (5:00 pm) 4 - 9
 - b) November 10, 2020 Special Committee of the Whole Meeting (7:00 pm) 10 - 11
10. Business Arising from the Minutes
 - a) By-law 2020-54 - Open Air Burning By-law - Reconsideration 12 - 23
11. Reports Requiring Action
 - a) 2020 Frontenac Community Arena Levy 24
 - b) Frontenac Community Arena - Loan Extension 25
 - c) Agreement between the Frontenac Townships for the Delivery of Part 8 (On-site Sewage System) Services 26 - 40

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|-----|--|-------------|
| d) | Zoning By-law Amendment - Z-20-09 - Barry and Susan Johnston, Part Lot 7, Concession 11 (Portland) Silver Rock Lane - See By-law 2020-72 | 41 - 42 |
| e) | Zoning By-law Amendment - Z-20-10 - Duncan and Mary Southall, 3708 Stage Coach Road (Loughborough) - See By-law 2020-73 | 43 - 44 |
| f) | Agreement to Encroach on a Township Road Allowance - Concession 8, Part Lot 1 (Portland) - See By-law 2020-74 | 45 - 47 |
| g) | Hinchinbrooke Road Reconstruction - Land Purchase - See By-law 2020-75 | 48 - 53 |
| h) | Road Closing Application - RC-20-03 - Part of Rideau Crescent adjoining Lots 16-20 on Plan 1316 | 54 - 58 |
| 12. | <u>Committee Meeting Minutes - not applicable</u> | |
| 13. | <u>By-laws</u> | |
| a) | By-law 2020-72 - Rezone Concession 11, Part Lot 7, Portland (Johnston) | 59 - 60 |
| b) | By-law 2020-73 - Rezone Concession 2, Part Lot 4, Loughborough (Southall) | 61 - 62 |
| c) | By-law 2020-74 - Agreement to Encroach on a Township Road Allowance | 63 - 68 |
| d) | By-law 2020-75- Approve the acquisition of land for Hinchinbrooke Road reconstruction | 69 |
| 14. | <u>Reports for Information</u> | |
| a) | Project Funding Overages | 70 |
| b) | Community Newspaper Boxes | 71 - 72 |
| c) | Emergency Management Program and Plan | 73 -
104 |
| 15. | <u>Information Items</u> | |
| 16. | <u>Notice of Motions</u> | |
| 17. | <u>Question of Clarity (from the public on outcome of agenda items)</u> | |
| 18. | <u>Closed Session</u> | |
| a) | Council will move into Closed Session in accordance with Section 239(2)(b) of the Municipal Act, to discuss personal matters about identifiable individuals, including municipal or local board employees; and, (d) labour relations or employee negotiations; to receive a | |

verbal update from the CAO regarding proposed organizational restructuring and succession planning. and (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose; to receive a "Closed Meeting Investigation Report" from John Mascarin.

- b) Proposed Organizational Restructuring and Succession Planning - Verbal Update from CAO
- c) Closed Meeting Investigation Report from John Mascarin
- d) Move out of Closed Session - Resolution

19. Confirmatory By-law

- a) By-law 2020-76

105

20. Adjournment

- a) Resolution

**Minutes of Committee of the Whole
November 10, 2020**



Meeting # 27

Time: 5:00 pm

Location: Council Chambers/Electronic Participation

Council Present in Council Chambers: Mayor Ron Vandewal, Ray Leonard, Doug Morey, Alan Revill, Norm Roberts, Randy Ruttan, Ron Sleeth, Ross Sutherland

Council Present via Electronic Participation: Pat Barr

Staff Present in Council Chambers: Neil Carbone - Chief Administrative Officer, Angela Maddocks - Clerk, Tom Berriault - Chief Building Official, Claire Dodds - Director of Development Services, Louise Fragnito - Director of Corporate Services and Treasurer, Darcy Knott - Director of Fire and Emergency Services, Rebecca Roy - Deputy Chief Building Official, Mark Segsworth - Director of Public Services

1. Call to Order & Roll Call
 - a) The Clerk conducted the roll call of members present as noted above in the attendance.

A minute of silence was conducted as an opportunity to reflect on Remembrance Day.

Moved by Councillor Sleeth
Seconded by Councillor Morey

That the Committee of the Whole meeting of November 10, 2020 be called to order at 5:00 pm.

Carried

2. Declaration of pecuniary interest and the general nature thereof
 - a) Mayor Vandewal declared a pecuniary interest with respect to Agenda Item 7
 - a) Tri-Board School Bus Operators Association.

3. Approval of Agenda
 - a) Motion

Moved by Councillor Ruttan
Seconded by Councillor Revill

That the agenda for the November 10, 2020 Committee of the Whole meeting be approved as presented.

Carried

4. Public Meeting
 - a) Motion

Committee of the Whole
November 10, 2020

Moved by Deputy Mayor Sutherland

Seconded by Councillor Leonard

That a public meeting be held to obtain the public's input on a proposed update to Schedule C of the Building By-law to include new fees associated with the review, approval and inspection of On-Site Sewage Systems under the Building Code.

Carried

b) Update to Building By-law to include On-Site Sewage Systems

Claire Dodds, Director of Development Services introduced Rebecca Roy as the Deputy Chief Building Official and acknowledged her appreciation that the Chief Building Official, Tom Berriault was also in attendance.

With respect to the update to the Building By-law, the Director indicated that this is essentially the "housekeeping" piece that needs to be in place in order for the municipality to levy fees with respect to providing the On-Site Sewage System program identified as Part 8 of the Ontario Building Code. There were no comments received from the general public at the time this report was written.

Councillor Revill inquired about the transferring of fees if there is an ongoing inspection or service after Public Health has collected the fees and the follow up inspection become the township's responsibility.

Ms. Dodds confirmed that this is one of the items in which she and the CAO have to discuss with other municipalities and Public Health. It is her understanding that Public Health will be keeping inspection staff available for six months to finalize any open files.

The Clerk confirmed that there were no "public attendees" who had joined in and that there was no one registered to attend virtually to provide input on this matter.

At this time, Tom Berriault and Rebecca Roy left the meeting.

c) Motion

Moved by Councillor Roberts

Seconded by Councillor Leonard

That having provided an opportunity for input on updates to the building by-law, the public meeting be closed.

Carried

5. Delegations - none

6. Reports Requiring Direction

a) Frontenac Municipalities Joint Service Delivery Review - Final Report & Next Steps

Neil Carbone spoke to the delivery review report prepared by StrategyCorp. There will be separate discussion about waste collection before the budget. Other items identified will be presented in separate reports to Council.

Mayor Vandewal felt it was not South Frontenac's responsibility to help fix other township's problems and not creating more issues for our own township. If there are opportunities that present themselves then clearly the township would look at. He acknowledged that a lot of collaborative work has been done with respect to

Committee of the Whole
November 10, 2020

Councillor Morey wasn't convinced that the numbers presented in the report were entirely accurate. He agree with the Mayor to take a cautious approach.

Councillor Revill noted the challenges in the other three township with recruiting staff for Building Services positions. He suggested a form of "mutual aid" to help cover inspections when required could be an outcome from this review that would benefit all.

With respect to the suggestion in the roads study portion of hiring a position that would be entirely responsible for grant applications, Mayor Vandewal felt the cost of the position would result in any savings.

Councillor Sleeth asked the Director of Public Services what services he envisions that could be shared services.

Mr. Segsworth indicated that South Frontenac is already providing shared services with respect to

Councilor Roberts noted that local soccer and baseball associations need to have advance notice of any changes to user fees.

Moved by Councillor Revill

Seconded by Councillor Leonard

That Council receive the Frontenac Municipalities Service Delivery Review Final Report from StrategyCorp.

Carried

b) 2021 Budget Direction

Louise Fragnito, Director of Corporate Services and Treasurer explained that this year's budget direction discussion focuses on overarching themes and priorities to be included such as Council's strategic priorities, alignment with the long range financial plan and the Township's asset management plan. The intent is to present Council with a 2021 budget that targets a 2% taxpayer impact.

She noted that intends to present a capital budget that is supported by the long range financial plan; however staff recommends that an emphasis be placed on the completion and closing of previously approved projects and on new projects or phases of projects that can be completed within 2021 based on staff and other resource capacity.

An emphasis would also be placed on providing a clear capital forecast, greater information about the scope, timing and total costs of capital projects, and on identification of project relationships to the strategic plan.

Review of the operating budget would include assessing and summarizing the impacts of recent and anticipated cost increases including winter control, garbage and recycling contracts and insurance. Through this process, service demands will be reviewed and prioritized and opportunities for transitioning to in-house services will also be presented.

Councillor Sleeth questioned the 2% and historically that has been Council's direction. Recognizing that we are in times that we have never been in before, He wondered if Council should look at using reserves to cushion the impact while delivering the same services. This would demonstrate to taxpayers that Council is sympathetic towards financial challenges.

Committee of the Whole
November 10, 2020

Councillor Morey agreed with this approach and suggested this might be considered for two years.

Deputy Mayor Sutherland felt there were three priorities that are missing. He agreed with Councillor Sleeth and Morey's suggestion with regard for a social services perspective possibly providing assistance to small businesses and those who have been challenged financially due to the pandemic. Generalized property tax reduction can be discriminating. He felt the township should be approaching climate change more seriously with Canadian and US governments making this a priority, there is a shift happening towards electric vehicles as an example that South Frontenac needs to have regard for. The final issue he addressed was supporting communities for festivals and beautification programs. He felt there should be resourcing available for this programs that can be accessed once the pandemic restrictions are lifted and people are able to attend larger events in person. User fees will be another issue and he felt this will need to be discussed more extensively recognizing that this may be an outcome from the Recreation Master Plan.

Louise Fragnito responded that the intent in this budget is not to look at all areas that have user fees but opportunities to look at some that could be included in the 2021 budget. These items will be brought back to Council for their decision.

Deputy Mayor Sutherland felt there should be community input and an opportunity for Council to consider these and not to be rushed into to be included in the 2021 budget cycle.

Neil Carbone provided clarity on a significant review of waste collection and cost recovery before the budget is passed. He acknowledged that staff are awaiting the outcomes and recommendations of the Recreation Master Plan.

Councillor Roberts noted that minor sports organizations need to be advised of any increases to give them enough notice before their registration takes place.

Councillor Revill noted that he will be interested in seeing what items will be incorporated in the 2% option and that he might be supportive of a slightly higher percentage to achieve some of the priorities. He agreed with Councillor Sleeths' concept at looking carefully at ways to soften the blow to those taxpayers who are suffering in the community.

Councillor Ruttan supported the comments from fellow Council members. He felt the support should be targeted and not a broad and sweeping change. He felt that the climate change initiatives should also be recognized as these are identified in the Strategic Plan.

Mayor Vandewal noted that the Recreation Master Plan will provide some needs and or priorities that will not necessarily be identified in the 2020 budget. With respect to the 2% he felt Council has been very fair to the taxpayer with this consistent approach. He felt South Frontenac is very fortunate and getting good value with what has been achieved based on this percentage increase. He was open to the concept of taking money out of reserves as an option but not as an ongoing solution. He mentioned the need to be aware of the possibility of bringing more of the winter control "in-house" however this would not actually happen until November of 2021 if approved.

Councillor Barr indicated she prefers to keep things in line but was not opposed to taking funds out of reserves given the financial impact from the pandemic.

Councillor Leonard agreed with giving back to the community to those who have struggled financially.

Committee of the Whole
November 10, 2020

Neil Carbone provided a summation of what Council's general direction is towards the budget.

7. Information Items
 - a) Tri-Board School Bus Operators' Association - New Contract discussions

Mayor Vandewal turned the Chair over to Deputy Mayor Sutherland at this time and left the Council Chambers.

8. Notice of Motions
 - a) Councillor Sleeth served a notice of motion to support the Tri-Board School Bus Operations Association in their efforts to convince Tri Board transportation to an alternative to the RFP procurement process with regard to continuing to contract local, experienced companies for school transportation in Frontenac County.

Once this discussion was over, Mayor Vandewal was called back the Council Chambers and resumed his role as Chair.

9. Announcements/Statements by Councillors - none
10. Question of Clarity (from the public on outcome of agenda items) - not applicable
11. Closed Session

- a) In accordance with Section 239(2)(b) of the Municipal Act, Council will move into closed session to discuss personal matters about identifiable individuals, including municipal or local board employees; and, (d) labour relations or employee negotiations; **to receive a verbal report from the CAO regarding potential organizational restructuring and succession planning** and k) to discuss a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board; **to discuss the Township's options for involvement in a Frontenac Regional Roads Network.**

At this time, Mark Segsworth, Darcy Knott and Claire Dodds left the meeting. Louise Fragnito, along with the CAO and Clerk remained in Council Chambers for the closed session.

Moved by Councillor Barr
Seconded by Councillor Leonard

That Council move into Closed Session in accordance with Section 239.2 (b) of the Municipal Act, to discuss personal matters about a identifiable individuals, including municipal or local board employees and (d) labour relations or employee negotiations: to receive a verbal report from the CAO regarding potential organizational restructuring and succession planning, and (k) to discuss a position, plan, procedure , criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board - to discuss the Township's options for involvement in a Frontenac Regional Roads Network.

Carried

- b) **Verbal report from the CAO regarding potential organizational restructuring and succession planning.**

Due to time constraints this matter was not discussed. The entire focus of the closed session was the Township's options for involvement in a Frontenac Regional Roads Network.

Committee of the Whole
November 10, 2020

d) Motion

Moved by Councillor Ruttan
Seconded by Deputy Mayor Sutherland
That Committee of the Whole move out of closed session.

Carried

12. Adjournment

a) Motion

Moved by Councillor Morey
Seconded by Councillor Sleeth
That the Committee of the Whole meeting be adjourned at 6:54 pm.

Carried

**Minutes of Special Committee of the Whole
November 10, 2020**



Meeting # 28

Time: 7:00 pm

Location: Council Chambers/Electronic Participation

Council Present in Council Chambers: Mayor Ron Vandewal, Ray Leonard, Doug Morey, Alan Revill, Norm Roberts, Randy Ruttan, Ron Sleeth, Ross Sutherland

Council Present via Electronic Participation: Pat Barr

Staff Present in Council Chambers: Neil Carbone - Chief Administrative Officer, Angela Maddocks - Clerk, Claire Dodds - Director of Development Services, Louise Fragnito - Director of Corporate Services and Treasurer, Darcy Knott - Director of Fire and Emergency Services

Others Present via Electronic Participation: John Mascarin, Aird Berlis, Ken Gee, Mike Nolan

- 1. Call to Order/Roll Call
 - a) The Clerk conducted the roll call as outlined in the attendance noted above.

Motion

Moved by Councillor Sleeth
Seconded by Councillor Morey

That the Special Committee of the Whole meeting of November 10, 2020 be called to order at 7:03 pm.

Carried

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

- 3. Approval of Agenda
 - a) Motion

Moved by Councillor Morey
Seconded by Councillor Sleeth

That the agenda for the November 10, 2020 Special Committee of the Whole meeting be approved as presented.

Carried

- 4. Delegations
 - a) John Mascarin, Aird Berlis, re: Municipal Conflict of Interest and Municipal Accountability Education and Training

Committee of the Whole
November 10, 2020

Mayor Vandewal welcomed John Mascarin to the Special Committee of the Whole meeting.

John Mascarin joined the meeting virtually to provide training and a review of the Ontario Municipal Conflict of Interest Act and Code of Conduct. The training included clarity on "conflict of interest" and details on what is considered to be deemed direct, indirect with respect to pecuniary interest. As the township's Integrity Commissioner, he reviewed his role and the complaint process.

5. Adjournment
- a) Motion

Moved by Councillor Morey

Seconded by Councillor Sleeth

That the Special Committee of the Whole meeting be adjourned at 8:59 pm.

Carried

**TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2020-54**

BEING A BY-LAW TO REGULATE OPEN AIR BURNING IN THE TOWNSHIP

WHEREAS the Corporation of the Township of South Frontenac has a responsibility to protect life and property from risks of fire;

AND WHEREAS Section 2 of the Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4 outlines a Municipality's responsibility for the provision of Fire Protection Services;

AND WHEREAS Section 7.1 Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4 permits a municipality to pass By-laws that regulate fire prevention and the setting of open-air fires within the municipality;

AND WHEREAS Section 391 of the Municipal Act, 2001, S.O. 2001, c.25, provides that despite any Act, a municipality and a local board may pass By-laws imposing fees or charges on any class of person, for services or activities provided or done by or on behalf of it or for costs payable by it for services or activities provided or done by or on behalf of any other municipality or local board;

AND WHEREAS Section 398 of the Municipal Act, 2001, S.O. 2001, c.25, permits the Treasurer of a local municipality to add fees and charges imposed by the municipality, upper-tier municipality or local board, respectively, to the tax roll for a property in the local municipality and collect them in the same manner as municipal taxes;

AND WHEREAS Section 429 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended provides that Subject to subsection (4), a municipality may establish a system of fines for offences under a by-law of the municipality passed under this Act. 2006, c. 32, Sched. A, s. 184

AND WHEREAS Section 441.1 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended provides that the treasurer of a local municipality may add any part of a fine for a commission of a provincial offence that is in default under section 69 of the Provincial Offences Act to the tax roll for any property in the local municipality for which all of the owners are responsible for paying the fine and collect it in the same manner as municipal taxes.

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

DEFINITIONS

1. In this by-law,

(a) "Approved Brush Pile Fire" means an Open Air Fire, having a maximum fuel volume of 3 meters x 3 meters, that is set and maintained for the sole purpose of burning piled wood, brush or leaves.

(b) "Approved Incinerator Fire" means an Open Air Fire set in a container designed for incineration purposes and constructed completely of non-combustible material that is placed atop not

less than 4 cm of sand or mineral soil extending not less than 30 cm beyond its perimeter, and having a maximum volume of 202 litres and an outlet or exhaust opening covered by a screen having a mesh of not more than 5 mm.

(c) "Approved Pit" means an area of ground that has been completely cleared of combustible material and lined with a minimum thickness of 15 cm of sand or mineral soil that will extend a minimum of 30 cm beyond the limit of the fuel used for a Camping Fire.

(d) "Barbeque" means a portable or fixed device designed and intended solely for the cooking of food in the open air but does not include outdoor fireplaces or campfires.

(e) "By-law Enforcement Officer" means a person appointed by Council of the Township as a by-law enforcement officer for the Township.

(f) "Camping Fire" means a fire, having a maximum fuel volume of .6 meters x .6 meters x .6 meters, that is set and maintained solely for the purposes of cooking food, providing warmth or recreational enjoyment and;

- i. The site of the fire is bare rock or other non-combustible material.
- ii. The fire is at least three (3) meters from any flammable material.
- iii. The space above the one (1) meter area around the fire is at least six (6) meters from vegetation.
- iv. The fire does not exceed one (1) meter in height and one (1) meter in diameter.

(g) "Cooking Fire" means a fire used for cooking food and contained within an approved containment area or an approved outdoor fireplace.

(h) "Evaporator" means a device that is an enclosed burning appliance intended to provide a wood or fuel burning fire for the purposes of generating heat to evaporate liquids such as, but not strictly limited to, the production of maple syrup.

(i) "Fire Chief" means an officer of the Fire Department appointed as such by municipal by-law and includes a Chief Fire Official.

- (j) "Fire Department" means South Frontenac Fire and Rescue that serves the Township of South Frontenac.
- (k) "Flying/Floating Lanterns" means a combustible material warm air floating device which uses an open flame for floatation
- (l) "FPPA" means the Fire Protection and Prevention Act, S.O. 1997, c4, as amended, and the regulations enacted thereunder as amended from time to time, or any Act or Regulation enacted in substitution therefor
- (m) "Highway" means a common and public highway and includes any bridge, trestle, viaduct or other structure forming part of the highway and except as otherwise provided, includes a portion of the highway
- (n) "Household Waste" means combustible material such as plastics, paints, oils, solvents, rubber, insulation, batteries, acids, polystyrenes (Styrofoam), pressure treated or painted lumber, tires, upholstered furniture, synthetic fibers, diapers and hazardous waste as defined in the Environmental Protection Act and all other similar and like materials
- (o) "Open Air Fire" means a fire set in the open air for the purpose of burning grass, tree limbs and other combustible material, and includes fires in barrels, drums, incinerators and pits, but does not include a recreational fire as defined in this bylaw.
- (p) "Ontario Fire Code" means O. Reg. 213/07 made under the Fire Protection and Prevention Act, S.O. 1997, c.4, as amended.
- (q) "Outdoor fireplace" means a manufactured, noncombustible, enclosed container designed to hold a small fire for decorative purposes and includes, but not strictly limited to, a chiminea or fire bowl
- (r) "Owner" means any person, firm or corporation having control over any portion of the building or property under consideration and includes the persons in the building or property.
- (s) "Permit" Means an approved document prescribed in this bylaw and issued by the Corporation of the Township of South Frontenac that shall be obtained by an owner of a property and for each separate property owned, related to setting, maintaining, or allowing a fire to be set or maintained, and includes Open Air Burning
- (t) "Person" includes an association, firm partnership, or corporation.
- (u) "Recreational Fire" means a fire that includes, camping fire, cooking fire, outdoor fireplace, evaporator fire, a fire contained in a barbeque.
- (v) "Smudge" means a controlled and closely supervised Open Air Fire that is set for the purposes of protecting crops from frost or for relieving distress from biting insects in livestock
- (w) "Township" means the Corporation of the Township of South Frontenac.

PROHIBITIONS

2. At any time, no Person shall,

- (a) Set, maintain a fire, or allow a fire to be set or be maintained, including:
- i. Any unauthorized Open Air Fire, or
 - ii. Any unauthorized Recreational Fire, or
 - iii. Any Recreational Fire or Open Air Fire, in such a manner that interferes with the enjoyment of adjoining lands or jeopardizes the safety of a highway, through the escape of smoke or ash.
 - iv. A Smudge, without first notifying the Fire Chief 48 hours in advance of the date, location, and other details relating to the proposed Smudge and complying with any restrictions or conditions on the setting and maintenance of the Smudge as may be imposed by the Fire Chief in his or her sole discretion.
- (b) Set or maintain a Recreational Fire or an Open Air Fire or allow either to be set or be maintained in contravention of:
- i. The Ontario Fire Code;
 - ii. The Fire Prevention and Protection Act, S. O. 1997, c.4;
 - iii. The Forest Fires Prevention Act, R.S.O. 1990, c. F.24;
 - iv. The fire safety precautions set forth under Section 3 of this by-law;
 - v. The terms of any ban or prohibition order in connection with Open Air Fires and issued by or on behalf of the Government of Canada, the Government of Ontario, the Fire Chief under authority of this by-law and the FPPA, or any other official acting within the scope of his or her statutory powers
 - vi. or any other statutory requirement of the Province of Ontario or the Government of Canada; or
- (c) At any time, set off, ignite, or allow the use of a Flying/Floating Lantern of any type that operates on the use of any fire or any type of open flame heating source.

SAFETY PRECAUTIONS

3. Any person setting, maintaining or permitting the ignition or maintenance of a Recreational Fire or an Open Air Fire shall ensure that the burning is done strictly in accordance with the following fire safety precautions and in addition to obtaining a permit as prescribed in this bylaw:
- (a) All materials to be burned shall be dry,
 - (b) No person shall burn any:
 - i. Building or structure of any kind or size; or
 - ii. Hay, straw or standing material, unless approved by the Fire Chief or Chief Fire Official; or
 - iii. Petroleum products, plastics, rubber, painted lumber, tires, pesticides, insecticides, herbicides, aerosol cans, fuel tanks, carpeting, mattresses, nylon, Styrofoam or anything else that will cause excessive smoke or fumes; or

- iv. Material prohibited by the Ministry of the Environment, or
 - v. Any household waste or commercial garbage
- (c) No Recreational Fire or Open Air Fire shall be set or maintained;
- i. On any public or Township property other than a township landfill site if approved by the Fire Chief or Chief Fire Official;
 - ii. Within ten (10) meters of a Township road, road allowance, or highway; or
 - iii. Within six (6) meters of a building, forest, wooded area, or the nearest abutting property; or
 - iv. Within three (3) meters of any other flammable material; or
 - v. Under or within ten (10) meters of any hydro or telephone line or service.
- (d) A person over the age of 18 shall be in attendance and shall supervise all Recreational Fires and Open Air Fires until they are fully extinguished.
- (e) Equipment and other resources capable of controlling and quickly extinguishing all Recreational Fire and Open Air Fires shall be maintained at the site of the fire at all times.
- (f) Hours of burning are restricted to those hours between sunrise and sunset, during the fire season from the 1st day of April to the 31st day of October, except a camping fire or cooking fire in an approved fire pit, barbeque, outdoor fireplace, or a township landfill site.
- (g) Recreational Fires and Open Air Fires shall not be set in the presence of high winds in excess of 25 km/hr or any other adverse burning conditions.
- (h) Any person setting or maintaining an Open Air Fire other than a Recreational Fire, shall first notify the Fire Department through the prescribed process of the Open Air Burn Permit System, of his or her name and telephone number and the location of the proposed burning.

LEVELS OF FIRE BAN

4.

- (a) Level One (1) Ban - shall mean a fire ban, which restricts Open Air Fires but does not include Recreational Fire as defined in this by-law.
- (b) A Total Fire Ban - shall mean absolutely no Recreational Fires and/or Open Air Fires but does not include cooking appliances with a mechanical shutoff, i.e.: propane or naphtha gas cooking equipment.
- (c) The Chief Fire Official, will assess the need for a Level One (1) or Total Fire Ban on a daily basis
- (d) When fire bans are ordered by a Chief Fire Official, he or she will advise the CAO and Council as well as the media and other agencies.

ADMINISTRATION AND ENFORCEMENT

- 5. This by-law shall be administered and enforced by a Chief Fire Official, By-law

Enforcement Officers, or such other person as Council of the Township of South Frontenac may designate.

6. The Chief Fire Official may approve commercial fireworks displays for special occasions during a Level One (1) or Total Ban.
7. The Chief Fire Official may, at any time, and in the exercise of his or her sole discretion, issue a fire ban, effective for a specified period of time, prohibiting the setting of any and all Recreational Fires and Open Air Fires within any area of the Township based on the following:
 - (a) A lack of precipitation that, in the opinion of the Chief Fire Official, increases the risk of the spread of fire;
 - (b) Winds that, in the opinion of the Chief Fire Official, increase the risk of the spread of fire;
 - (c) Current MNRF fire indices indicate a HIGH or EXTREME fire hazard and in consultation with Frontenac Provincial Park.
 - (d) The issuance, by a Chief Fire Official, Fire Marshall, or other fire officials in the exercise of his or her statutory powers, of a fire ban or prohibition against any and all Recreational Fires and/or Open Air Fires; or
 - (e) Any other condition that in the opinion of the Chief Fire Official will increase the risk of the spread of fire.

PERMIT PROVISIONS

8. a) The application for a permit shall be in the form as set out by the Chief Fire Official and shall include:
 - i) the applicable fee as set out in Schedule "A" of this bylaw, and
 - ii) permit holder sign-off of acceptance and compliance with this bylaw.
- b) Permits are issued at the discretion of the Chief Fire Official,
- c) A permit must be obtained for any and all burning. This includes all Recreational Fires and Open Air Fires.
- d) Notifications must occur through the permit system for all Open Air Fires but are not required for Recreational Fires.
- e) Prior to granting approval through the prescribed permit process to conduct an Open Air Fire, the Chief Fire Official may give consideration to:
 - i) the results of an on-site inspection, if required by the Chief Fire Official; or
 - ii) the size of the proposed fire and type of materials to be burned; or
 - iii) the safety measures and supervision arrangements proposed; or
 - iv) the time of year and the time of day; or
 - v) the type of special event; or
 - vi) any other relevant considerations.
- f) The Chief Fire Official may attach such conditions as deemed appropriate to

- any permit granted for Recreational Fires or Open Air Fires.
- g) The holder of the permit shall keep the permit or a copy of the permit at the burning site specified in the permit.
 - h) Any permit holder who is in violation of this By-law shall have their permit summarily revoked and all fires shall be immediately extinguished.
 - i) Despite the existence of a valid burning permit, the Chief Fire Official may suspend, without recourse, any and all burning permits and cause to be extinguished any fire until such conditions as the Chief Fire Official may indicate are met.
 - j) The Chief Fire Official may refuse to approve or issue a permit for a fire or an open air fire, if the proposed fire or open air fire would be in contravention of this By-law; if the owner, occupant or permit holder has, in the past, contravened the provisions of this By-law or has not complied with any conditions attached to a permit issued pursuant to this By-law.
 - k) The Chief Fire Official may withdraw a permit if, in the Chief Fire Official's opinion, the fire is causing a negative impact, smoke produced by the fire is causing visibility concerns on roads in the area of the burn, the weather has deteriorated or conditions have become unfavorable for a Recreational Fire or an Open Air Fire, conditions attached to the granting of a permit are not being adhered to or any provision of this By-law is being contravened.

INSPECTION POWERS

- 9. A Chief Fire Official, By-law Enforcement Officer or a Police Officer may at any time inspect any Recreational Fire or Open Air Fire to ensure that the provisions of this by-law have been and are being complied with and the person who has the care and control of such fire shall provide the Chief Fire Official, By-law Enforcement Officer or the Police Officer with free and unobstructed access to the Recreational Fire or Open Air Fire.
- 10. Upon inspection, the Chief Fire Official, By-law Enforcement Officer or Police Officer may where there are reasonable and probable grounds that any offence under this by-law has been committed, request any person believed to have committed such offence to provide suitable identification and information.

FEES

- 11. Where non-compliance and contravention of this bylaw is confirmed and in addition to any fines or penalties established elsewhere in accordance with this by-law, the person or persons responsible for setting or maintaining, or permitting to be set or maintained, a Recreational Fire or an Open Air Fire shall be liable to the Township by way of a fee or charge, as calculated in accordance with

Schedule "A" to this by-law, on account of those costs and expenses incurred by the Township in:

- (a) Investigating and responding to a complaint made to the Township or the Fire Department by any person acting reasonably and in good faith, which complaint results from setting and/or maintenance of a Recreational Fire or an Open Air Fire and, in the opinion of the Chief Fire Official, smoke or emissions from such fire or Open Air Fire were causing or had caused actual discomfort to the complainant; and
 - (b) The dispatching of Fire Department vehicles and fire-fighting personnel for the purpose of extinguishing the Recreational Fire or Open Air Fire where non-compliance or contravention of this bylaw exists.
12. All fees and charges payable under this by-law are due and owing to the Township within thirty (30) days of the date of an invoice rendered to the person liable to pay them.
 13. All overdue accounts shall accrue interest at the rate of 1.25% per month (15% per annum), calculated monthly, from the due date until paid in full.
 14. If a person who sets or maintains a fire or Open Air Fire contrary to this by-law is not the owner of the property but occupies or is using the property with the owner's consent, the owner of the property shall be liable to pay any fees and charges imposed by this by-law.
 15. All fees and charges payable under this by-law constitute a debt of the person liable for payment of them to the Township and, in the case of owners of a property being responsible for payment of the fees and charges, the Township may add the amount owing to the tax roll for the owner(s) real property and collect them in like manner as municipal taxes.
 16. The Chief Fire Official has full discretion when applying the fees for non-compliance or contravention of this bylaw outlined in Schedule "A". This includes determining the severity of the non-compliance and contravention and the results of non-compliance and contravention. This may be determined based on the appropriate number of fire department resources required to control, extinguish, and/or mitigate the hazards associated with any Recreational Fire or Open Air Fire.

PENALTIES

17. Every person who contravenes or causes or permits the contravention of any

provision of this bylaw is guilty of an offence, pursuant to the provisions of the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended.

GENERAL

- 18. If any clause or part of this By-law is found to be illegal or beyond the power of the Township's Council to enact, such clause or part shall be deemed to be severable from all other clauses or parts of this By-law.
- 19. This by-law shall be known as the Open Air Burning By-law.
- 20. By-law 2004-107 as amended by 2012-68 is hereby repealed on the 1st day of January 2021.
- 21. **This By-law shall come into force on the 1st day of January 2021.**

Dated at the Township of South Frontenac this sixth day of October 2020.

Read a first and second time this sixth day of October 2020.

Read a third time and finally passed this sixth day of October 2020.

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

Ron Vandewal, Mayor

Angela Maddocks, Clerk

SCHEDULE 'A' TO BY-LAW NO. 2020-54

Fee to respond to and investigate a fire or Open Air Fire complaint, if it is found that the fire or Open Air Fire is in non-compliance with this bylaw:

- **\$150.00 per response of a Fire Department Officer**

Fee for dispatch of Firefighters and Fire Department Vehicles to investigate, extinguish, or mitigate the hazard associated with a fire or Open Air Fire complaint, if it is found that the fire or Open Air Fire is in non-compliance with this bylaw:

- **The current Ministry of Transportation rate per vehicle for the first hour and billed in 30 minute increments per vehicle for any time thereafter, plus,**
- **The wages of all fire-fighters responding to the call (a minimum of one incident pay rate as prescribed in By-law 2018-56 per firefighter)**

Fee for annual Permit:

- **\$15.00 per permit**

Note: If an owner, owns multiple properties, permits must be obtain for each individual property; however, no additional fees beyond the original \$15.00 for the first permit, will be levied for the additional permits.

Fee for any fire or Open Air Fire without a valid permit or notification through the prescribed Permit Process:

- **\$150.00**

Fee for burning unauthorized materials, materials not approved by this bylaw, household waste, commercial waste, or any other material in the opinion of the Chief Fire Official, that would have a negative impact on the environment and air quality with the Township:

- **\$2000.00 and/or cost of response by firefighters and fire department vehicles (whichever is greater)**

Fee for making a complaint about an Open Air Burn that is false, frivolous, or vexatious in nature:

- **\$150.00**



COUNCIL REPORT FIRE DEPARTMENT



AGENDA DATE: December 15, 2020

SUBJECT: Bylaw 2020-54 Open Air Burning and Permitting – Next Steps

RECOMMENDATION:

That Council repeal By-law 2020-54 being a By-law to Regulate Open Air Burning in the Township (under By-laws); and,

That Council direct staff to bring forward the proposed Open Air Burning By-law for further discussion in early 2021 with the intent of making amendments and conducting additional public consultation.

BACKGROUND:

On August 11, 2020 staff delivered a presentation outlining the inclusion of a burn permitting system which would be incorporated in an updated bylaw to regulate open air burning for the Township of South Frontenac. At that time, Council expressed interest in the concept and proposed changes in order to deal with challenges regarding open air burning. Council gave staff direction to continue with the process of updating the 2012-68 bylaw and provide further information and detail related to the open air burning permitting process.

On October 6, 2020 staff presented a new bylaw to regulate open air burning within the Township of South Frontenac and provided further detail related to the permitting system. Some discussion occurred about additional public consultation but ylaw 2020-54 was ultimately passed by Council without any changes to the timeline with a recorded vote of 7 – 2 in favour.

On November 24, 2020 a resolution to amend wording in by-law 2020-54 was presented to Council. Discussion about public concern and further review of the by-law occurred and a motion was presented to reconsider the by-law. The motion to reconsider bylaw 2020-54 was passed with a recorded vote of 9 – 0.

ANALYSIS/DISCUSSION:

Bylaw 2020-54 is set to come into effect on January 1st, 2021. Due to the short length of the November 24th Council meeting, it was not possible to reconsider steps the bylaw and discuss next on November 24th so the by-law is being brought forward for reconsideration at today's meeting on December 15, 2020.

Staff is aware of the public perception, concern and misinformation regarding the proposed by-law and permitting system and the issues which could arise if the by-law takes effect in January 2021 without further discussion and potential amendments.

Staff continues to believe that with proper public consultation and education and through discussion with Council about the funding and other aspects of a burn permitting system, that it will be perceived as an effective means to increase public safety, encourage compliance, and reduce the frequency, severity and costliness of open air burning related fires within the Township of South Frontenac.



COUNCIL REPORT FIRE DEPARTMENT



STRATEGIC PRIORITY ALIGNMENT:

The amended open air burning By-law and permit process was intended to increase public education, compliance with burning restrictions, and increased community safety. South Frontenac would be the first municipality in Frontenac County to introduce and implement a permitting system. This aligns with the following actions from the Township’s strategic plan:

		Action	Priority
B	11	Implement electronic burn permit program	High
C	5e	Burn By-Law updated re: new permitting system	Increased

Strategic Priority #1 “Position South Frontenac as a Regional Leader”

Strategic Priority #3 “Ensure the organizational capacity to deliver cost-effective services in a changing world”

Mission Statement

- “Managing our operations and assets in a financially sustainable manner”

Our Values

- Financial Sustainability “We are fiscally responsible and value the financial health of the Township”
- Progressive & Flexible “Think outside the box; be proactive, progressive, and flexible”
- Environmental Sustainability “We value our natural environment and consider it in everything that we do”

FINANCIAL/STAFFING IMPLICATIONS:

None

ATTACHMENTS:

None

Submitted by:

Darcy W. Knott
Director of Fire and Emergency Services
Fire Chief / CEMC

Approved by:

Neil Carbone
Chief Administrative Officer



REPORT TO COUNCIL TREASURY DEPARTMENT



AGENDA DATE: December 15th, 2020

SUBJECT: 2020 Arena Levy

RECOMMENDATION:

That Council approve the use of Working Funds in the amount of \$160,613.62 to cover the supplemental funding required for phase 1 of the arena major renovations.

BACKGROUND:

When the 2020 budget was presented, the major renovations for the arena project included contributions from South Frontenac based on a successful grant application to the ICIP grant program. The total project value for the 2020 major renovations was \$381,250.

ANALYSIS/DISCUSSION:

The final announcement on the ICIP grant program is still pending. The first phase of the work to be completed in the arena has been primarily complete. As the announcement on the ICIP grant program has not yet been made, the Township is being invoiced by the arena for our share (59%) of the first phase of the capital work and other minor capital work totalling \$251,291.62.

Our 2020 capital budget included an amount of \$48,007 to be funded from working funds for the major capital and the operating budget included \$42,671 for our share of other planned minor capital. A difference of \$160,613.62 needs to be funded from reserves. It is recommended that this be funded from working funds.

Based on the timing of the major work completion and invoicing, the eligibility of these expenses will be reviewed against any successful approval for the ICIP grant once an announcement is received.

ATTACHMENTS:

None

Prepared by:

Louise Fragnito
Director of Corporate Services & Treasurer

Submitted/approved by:

Neil Carbone
Chief Administrative Officer



REPORT TO COUNCIL TREASURY DEPARTMENT



AGENDA DATE: December 15th, 2020

SUBJECT: Arena Loan extension

RECOMMENDATION:

That Council support the extension of the loan repayment date for the Arena Board to December 31st, 2021

BACKGROUND:

A loan was provided to the Arena Board in September 2019 in the amount of \$50,000 to help with temporarily bridging of their cash flow due to the purchase of the ice resurfacer in August. The original terms of the loan provided for a repayment date of November 30th.

ANALYSIS/DISCUSSION:

Two extensions have already been provided on this loan due to other major capital work taking place. The original date of November 30th, 2019 which was extended to January 31st, 2020 and then to December 31, 2020. The arena did not open for its normal operating season in September, at first delayed due to COVID-19 but then remaining closed to accommodate major capital work. This has impacted the arena's cash flow, limiting revenues to the levy from South and Central Frontenac only.

As per the original terms of the loan, interest equivalent to the Township's current banking interest rate would be charged to the date of repayment.

ATTACHMENTS:

None

Prepared by:

Louise Fragnito
Director of Corporate Services & Treasurer

Submitted/approved by:

Neil Carbone
Chief Administrative Officer



REPORT TO COUNCIL

Office of the Chief Administrative Officer



AGENDA DATE: December 15th, 2020

SUBJECT: Agreement between the Frontenac Townships for the Delivery of Part 8 (On-site Sewage System) Services

RECOMMENDATION:

That Council approve the agreement for South Frontenac's delivery of services under Part 8 (On-site Sewage Systems) of the Ontario Building Code (OBC) on behalf of the other Frontenac lower tier municipalities, substantially in the form as attached as Schedule A to this report, subject to the approval of the agreement by each of the other Townships; and,

That Council approves the creation of a Part 8 Specialist position and a Permit Intake Coordinator position within the Development Services Department to accommodate the assumption of Part 8 (On-site Sewage Systems) services, subject to approval of the agreement.

BACKGROUND:

In January of this year, Kingston, Frontenac, Lennox & Addington (KFL&A) Public Health provided notification of their intent to terminate their agreements with area municipalities to carry out their responsibilities for sewage systems under the Ontario Building Code Act (OBC) and associated regulations effective January 1, 2021.

Earlier this year Council approved the Township's assumption of Part 8 services within South Frontenac. That service has been delivered by the Township's Building Department since November 16, 2020, and all remaining building personnel have completed the training and examination components for On-site Sewage Systems with the Ministry of Municipal Affairs and Housing (MMAH).

On November 3, 2020 Council passed the following motion endorsing the Township's delivery of Part 8 services for the other Frontenac Townships:

Resolution No. 2020-26-11

Moved by Councillor Revill

Seconded by Councillor Morey

That Council approve in-principle South Frontenac's delivery of services under Part 8 (On-site Sewage Systems) of the Ontario Building Code on behalf of the other Frontenac lower tier municipalities beginning in 2021; and

That Council authorize staff to negotiate the required agreement(s) to implement this service, to be brought forward to Council for approval; and

That staff be directed to recruit for a Part 8 Specialist with the understanding that hiring for this position is subject to entering into an agreement with the other Frontenac lower tier municipalities for South Frontenac's delivery of Part 8 Services.

Carried

Since then, staff of the four Townships worked with the Townships' solicitor, Tony Flemming of Cunningham Swan LLP, to develop the attached agreement for the provision of Part 8 services. Staff also recruited for a Part 8 Specialist and is prepared to make an offer to a preferred candidate for the position once the agreement is approved by all parties.



REPORT TO COUNCIL

Office of the Chief Administrative Officer



DISCUSSION/ANALYSIS:

Below is a summary of the key terms of the agreement for South Frontenac's delivery of Part 8 services to the other Frontenac Townships:

Contracted Service vs. Delegated Authority

- The Ontario Building Code Act (OBCA) restricts the full delegation of authority for Part 8 services to Upper Tiers, Public Health Units and Conservation Authorities; therefore, the agreement is structured so that SF is providing a *contracted service* to the other Townships;
- Each Township retains its legal authority for the service, with each CBO remaining the appointed CBO for the service within their jurisdiction;
- Almost all services under the agreement are delegated to SF inspectors save for limited types of orders under the OBC which must be formally executed by the CBOs. These would still be supported by SF personnel;
- Appropriate indemnification and insurance clauses for a contracted services agreement are included

Scope of Services

SF will be delivering the following:

- Building permit application and inspection process under Part 8 of the Building Code for all Parties;
- Conduct inspections of land and Sewage Systems to respond to complaints or suspected non-compliance;
- Review Planning Act applications to provide comments from a Part 8, On-Site Sewage System, perspective;
- SF Inspectors will provide code enforcement including the serving of any orders issued under the OBC which can be delegated to inspectors. Other orders will be managed as noted above.

Appointment of Inspectors

- Since each Township retains authority for the service, each Township appoints SF's Building Inspectors as their inspectors under the OBC;

Fees

- Since each Township retains authority for the service, each Township must establish their own fees for Part 8 services by by-law;
- Fees for each Township will mirror South Frontenac's so costs are the same throughout Frontenacs and SF's administration of the program is simplified

Reserves

- Since each Township retains authority for the service, SF will establish separate reserves for each;
- Should a party withdraw from the agreement or should revenues in any given year be insufficient to cover expenses allocated to a Township, those reserves would be transferred to that Township or drawn on in proportion to the allocation of Part 8 work to cover annual shortfalls;

Overhead Costs

- An amount of 15% of revenues is being allocated for SF's overhead costs for delivery of the service. Any transfers to reserve for the other four (4) Townships is net of this 15% amount;



REPORT TO COUNCIL

Office of the Chief Administrative Officer



Term and Review

- The agreement is for an initial term of one (1) year, with a requirement of an additional one (1) year's notice should any party wish to withdraw;
- Withdrawal by one party does not affect the agreement between the remaining parties;
- The termination provisions provide SF with sufficient time to reassess its staffing and other costs in the event one of the parties withdraws;
- The agreement stipulates that the CAOs shall review the agreement annually

Staff is recommending the agreement be approved subject to approval by the other three Townships which is anticipated between now and early January based on their Council meeting schedules.

Permit Intake Coordinator Position

South Frontenac currently issues 400+ building permits annually. Based on 2019 KFLA data, the delivery of Part 8 services for all of the Frontenacs will result in an additional 372 permits being issued annually (South Frontenac = 191, Other Townships = 181), bringing the total count to almost 800 per year.

An additional staff resource is required to manage the increased administrative workload associated with the doubling of permits. The Permit Intake Coordinator would confirm completeness of applications, support inspector scheduling and digital building data entry and filing in the new CityView software, and serve as the point person for permit-related inquiries. This type of position exists in other municipalities with comparable permit volumes.

FINANCIAL/STAFFING IMPLICATIONS:

The recommendations of this report would result in the following additional staff being hired at an annual cost of \$202,000 including all overhead costs:

- Part 8 Specialist (1.0 FTE)
- Permit Intake Coordinator (1.0 FTE)

While the Part 8 Specialist would be dedicated to Part 8 work in the other Frontenac Townships and funded 100% by those revenues, the Permit Intake Coordinator would be funded 50% by Part 8 fees from the other Townships and 50% from South Frontenac's Part 8 revenues.

The estimated revenue associated with the delivery of Part 8 services for the other Frontenac Townships is \$169,250 based on 2019 data from KFLA Public Health, which will cover the staffing and overhead costs (1.5 FTE) of providing this service.

South Frontenac's share of the Permit Intake Coordinator (0.5 FTE) is offset by Part 8 revenues within this Township of \$177,000. The recent hiring of a Deputy CBO for the Township is also funded by these revenues.

Building Services is mandated to be a full cost recovery service under the OBCA. None of the costs associated with this service will be borne by taxpayers and annual excess revenues are transferred to the dedicated Building Reserves.



REPORT TO COUNCIL
Office of the
Chief Administrative Officer



RELATIONSHIP TO THE STRATEGIC PLAN:

The delivery of Part 8 Services to the other Frontenac lower tier municipalities is in keep with:

- Priority #1: Position South Frontenac as a Regional Leader; and
- Priority #3: Ensure the Organizational Capacity to Delivery Cost-effective Services in a Changing World

ATTACHMENTS:

- Schedule A – Agreement for the Provision of Part 8 Services

Submitted/approved by:
Neil Carbone
Chief Administrative Officer

Submitted by:
Claire Dodds, MCIP, RPP
Director of Development Services

THIS AGREEMENT made this ___ day of _____, 2020

BETWEEN:

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

(hereinafter called “South Frontenac”)

- and -

**THE CORPORATION OF THE TOWNSHIP
OF FRONTENAC ISLANDS**

(hereinafter called “Frontenac Islands”)

- and -

**THE CORPORATION OF THE TOWNSHIP
OF CENTRAL FRONTENAC**

(hereinafter called “Central Frontenac”)

- and -

**THE CORPORATION OF THE TOWNSHIP
OF NORTH FRONTENAC**

(hereinafter called “North Frontenac”)

WHEREAS each of the parties to this Agreement has, within their respective jurisdictions, the responsibility to administer and enforce sewage systems pursuant to the *Building Code Act*, S.O. 1992, C.23 (the “Act”);

AND WHEREAS the Act authorizes a municipality to enter into an agreement with a third party to administer and enforce part 8 of the Act for sewage systems;

AND WHEREAS Section 3(3) of the Act authorizes a municipality to enter into an agreement with two or more municipalities to provide for joint enforcement, cost sharing and appointing Chief Building Officials and Building Inspectors;

AND WHEREAS Section 6 of the Act authorizes municipalities to enter into agreements with other municipalities to contract out plan reviews;

AND WHEREAS the Act requires that the Chief Building Official of each municipality that is a Party to this Agreement remain responsible for issuing building permits under Part 8 of the Act, the Parties agree that it is appropriate for each Chief Building Official to delegate this responsibility to the extent permitted by law to inspectors appointed by South Frontenac to allow for a uniform administration and enforcement of Part 8 of the Building Code throughout Frontenac County;

AND WHEREAS the Parties agree that the administration and enforcement of Part 8 of the Building Code within each of their respective jurisdictions shall be implemented in accordance with this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for the consideration of Two dollars (\$2.00) paid by each of Frontenac Islands, Central Frontenac and North Frontenac to South Frontenac, and for other valuable consideration as provided for in this Agreement, the sufficiency of which is acknowledged, the Parties agree as follows:

1. In this Agreement the following terms shall have the meanings set out below:
 - a) “Act” means the Ontario *Building Code Act*, R.S.O. 1990 c.23, as amended;
 - b) “Building Code” means Ontario Regulation 332/12, as amended;
 - c) “Building Inspector” means a Building Inspector designated by South Frontenac and appointed by by-law as a building inspector under the Act by the respective Parties pursuant to this Agreement for purposes of administering and enforcing Part 8 of the Code;
 - d) “Sewage System” has the same meaning as in the Act and the Code.
2. This Agreement is applicable to all lands within the territorial jurisdiction of the Parties.
3. Each of Frontenac Islands, Central Frontenac and North Frontenac hereby appoint South Frontenac as the Building Code administrator and enforcement agent for their respective municipalities under Part 8 of the Building Code for Sewage Systems for the Term of this Agreement.
4. As the Building Code administrator and enforcement agent, South Frontenac hereby agrees to:
 - a) Administer the building permit application and inspection process under Part 8 of the Building Code for all Parties, including, without limiting the generality of the foregoing:
 - i. Developing building permit application forms for each Party to use;
 - ii. Undertaking record searches for previously issued permits;

- iii. Receiving building permit applications under Part 8 of the Code;
 - iv. Receiving fees from applicants;
 - v. Conducting plan reviews and providing comments to applicants;
 - vi. Issuing building permits;
 - vii. Inspecting work performed in accordance with the Act; and
 - viii. Issuing final inspection notices to permit applicants to use their Sewage System;
 - ix. Providing the CBO of the applicable Township with a copy of each Certificate of Approval and Final Inspection within their jurisdiction completed by South Frontenac.
- b) Conduct inspections of land and Sewage Systems to respond to complaints or suspected non-compliance with the Act or Code and to enforce the Act and Code, including without limitation:
- i. Issuing orders pursuant to Section 12 if the Building Inspector believes a contravention of the Act or Building Code has occurred and taking such further enforcement actions as may be necessary in the discretion of the Building Inspector;
 - ii. Issuing orders pursuant to Section 13 if the Building Inspector believes a contravention of the Act or Building Code has occurred or where an order not to cover is necessary, and taking such further enforcement actions as may be necessary in the discretion of the Building Inspector;
 - iii. Recommending to the Chief Building Official of each Township that an order be issued pursuant to Section 15 if the Building Inspector believes a Sewage System poses an immediate danger to the health or safety of any person. Upon receipt of an issued Order from the Chief Building Official the Building Inspector shall take such further enforcement actions as may be necessary in the discretion of the Building Inspector; and
- c) Review *Planning Act* applications to provide comments from a Part 8, On-Site Sewage System, perspective, including without limitation:
- i. Participate, either by phone, electronically or on-site, in pre-consultation meetings where there is a benefit to pre-consult meeting either by phone, electronically or on-site. The Building Inspector will work cooperatively with Township planning staff to coordinate joint site visits wherever possible.
 - ii. The Townships shall circulate complete planning applications to South Frontenac for review by the Building Inspector in

- accordance with the *Planning Act*. Where the Inspector determines a review will take longer than the timelines provided for in the *Planning Act*, the Inspector shall advise Township Planning staff as soon as possible.
- iii. The parties may determine that a circulated application does not require review by the Building Inspector.
 - iv. Planning applications will be circulated to South Frontenac in a digital format via email. South Frontenac will provide comment letters to the municipality in a digital format via email. South Frontenac will also provide a copy of the comment letter to the applicant via email where available.
 - v. Where a terrain analysis has been determined to be required to support a *Planning Act* application, South Frontenac may contract professional engineering services to complete peer reviews of terrain analysis studies required to support complex planning applications and plans of subdivision/condominium. The cost to cover the professional fees for this review will be covered by the applicant through the application review fee. South Frontenac will directly bill the applicant for any fees not covered by a deposit or application fee.
 - vi. Any costs associated with providing representation at a Local Planning Appeal Tribunal shall be covered by the applicant. South Frontenac will request a deposit from the applicant to cover estimated costs of the inspector or peer reviewer to be involved in an appeal and will directly bill the applicant for any fees in excess of the deposit.
- d) Acquire existing records from KFL&A Public Health for all sewage systems located in Frontenac Islands, North Frontenac and Central Frontenac and maintain those records for the purpose of completing record searches on behalf of the parties.
 - e) Hire, supervise, train and manage performance of all Building Inspectors.
 - f) Ensure that all Building Inspectors are qualified in accordance with the Act when they are appointed and ensure that the Building Inspectors remain qualified for the Term of this Agreement.

5. Frontenac Islands, Central Frontenac and North Frontenac hereby agree to:
 - a) Appoint the person(s) designated by South Frontenac as Building Inspectors for Part 8 of the Building Code for their respective municipality, by By-law;
 - b) Provide such incidental assistance to South Frontenac as may be requested by South Frontenac occasionally to enforce and administer Part 8 of the Building Code;
 - c) Provide office space and office supports, including but not limited to internet access, printer and photocopier to the Building Inspector at such times as the Building Inspector is conducting work under this Agreement in the territory of the respective Party;
 - d) Provide access to all data (e.g. mapping layers and MPAC data) required for South Frontenac to provide Part 8 services and permit data to be stored and maintained in South Frontenac's land management system and network. The parties agree to sign any data sharing agreement as may be required.
6. Each of Frontenac Islands, Central Frontenac and North Frontenac hereby agree to direct their respective Chief Building Officials to delegate their powers to issue building permits under Part 8 to the Building Inspector(s).
7. Each of Frontenac Islands, Central Frontenac and North Frontenac hereby agree to amend their respective fees and charges by-laws to include the fees as set out in Schedule "A" to this Agreement within 30 days of execution of this Agreement. Each of Frontenac Islands, Central Frontenac and North Frontenac further agree to make such further amendments to their respective fees and charges by-laws as may be necessary to ensure the fees for the services delivered under this Agreement are consistent with the South Frontenac Building By-law as it is amended from time to time, including annual increases that occur automatically as a result of cost of living increases. South Frontenac shall advise each of Frontenac Islands, Central Frontenac and North Frontenac within 30 days of amending its by-law.
8. Each of Frontenac Islands, Central Frontenac and North Frontenac hereby agree to implement a uniform Sewage System application process using forms provided by South Frontenac. Each of Frontenac Islands, Central Frontenac and North Frontenac hereby agree to accept applications for Sewage System

building permits at their respective municipal offices and to forward the completed applications to South Frontenac. The Parties agree to take all reasonable steps to ensure that each applicant makes a direct payment to South Frontenac, but in the event that an applicant desires to make payment at the municipal office of any of Frontenac Islands, Central Frontenac or North Frontenac, each municipality hereby agrees to remit such payment in full to South Frontenac forthwith. The Parties agree that if payments are received electronically in future that such payments shall be remitted in accordance with any administrative policies agreed to by the Parties, without further amendment to this Agreement.

9. Each of Frontenac Islands, Central Frontenac and North Frontenac hereby agree to direct their respective Chief Building Officials to work cooperatively with the Chief Building Official for South Frontenac and the Building Inspector(s) to enforce the Act and the Building Code. Without limiting the generality of the foregoing, the Parties agree that in the event that an order must be issued by the Chief Building Official appointed for that municipality, the Party within whose territory the order must be issued will take all reasonable efforts to have its Chief Building Official issue the necessary order.
10. In the event that a Chief Building Official refuses to issue an order related to Part 8 when requested by the Chief Building Official for South Frontenac, the Parties agree to work cooperatively to obtain a positive enforcement outcome that is protective of public health.
11. South Frontenac agrees that the Building Inspectors shall carry out their duties in accordance with the Act, the Building Code, this Agreement and any code of conduct for Building Inspectors in force in South Frontenac.
12. The Parties agree that for purposes of enforcing the Act and Building Code any Building Inspector shall have all the authorities and powers of an inspector provided for in the Act with respect to powers of entry and inspection.
13. The Parties agree that the Building Inspector(s) appointed for purposes of Part 8 of the Building Code shall be the employees of South Frontenac and South Frontenac shall be solely responsible for the Building Inspector(s), including without limitation all salaries and benefits, statutory entitlements, supervision and training and similar matters as well as all overhead costs (i.e. computer, vehicles etc.). All work performed by the Building Inspector shall be as an employee of South Frontenac and South Frontenac shall be vicariously liable as the employer in all circumstances.

14. South Frontenac shall track all revenues and expenses in a separate chart of accounts by Township. South Frontenac shall report annually to the other Parties as to the status of the reserve fund. All applicable expenses will be allocated proportionately between North Frontenac, Central Frontenac and Frontenac Islands based on the revenues collected in that year within their jurisdiction.

A 15% allocation of revenue collected from within the Central Frontenac, North Frontenac and Frontenac Islands jurisdictions during the year will be allocated as an expense to cover South Frontenac overhead costs (i.e Office Expenses, South Frontenac CBO and Director of Development Services staff time).

Any deficit will be billed to North Frontenac, Central Frontenac and Frontenac Islands based on each party's proportionate share of revenue generated in the calendar year in which the deficit is incurred. The parties agree to pay the deficit in full one year from date of billing in the event that the deficit is not repaid through the collection of fees within that 12 month period.

The Parties agree that this Agreement and the delivery of the service shall be reviewed annually by the CAO's of the Parties, along with an assessment of the fees that are necessary to deliver the service.

15. South Frontenac shall assume full responsibility for all Occupational Health and Safety issues associated with the work performed by the Building Inspector(s) and pay all WSIB premiums and make all statutory reports under any applicable legislation associated with the duties encompassed by this Agreement.

16. South Frontenac shall indemnify and hold harmless the other Parties to this Agreement from and against any and all actions, causes of action, suits, claims, demands, costs and expenses (including damages, fines and legal costs on a full recovery basis) which may arise directly or indirectly by reason of or which may in any way be attributable to the services delivered under this Agreement, including without limitation conducting plan reviews and issuing building permits pursuant to any delegation of authority by the Chief Building Official for any Party.

17. South Frontenac shall keep in force during the term of this agreement:

- a) Commercial General Liability insurance in an amount not less than Two Million (\$2,000,000) per occurrence including but not limited to bodily

injury, personal injury, broad form property damage including loss of use thereof, products and completed operations up to the full policy limit, blanket contractual liability, contingent employer's liability, non-owned automobile, pollution resulting from a hostile fire and contain a cross liability, severability of interest clause with respect to the interest of the other Parties. The other Parties shall be named as an additional insured.

- b) Professional Liability Insurance (Errors & Omissions) in an amount not less than Two Million (\$2,000,000) per claim and such insurance shall provide coverage for all errors and omissions, including copyright & unauthorized access, made by the professional in the rendering of, or failure to render, professional services in connection with the contract.

All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario.

All applicable deductibles under the above required insurance policies are at the sole expense of South Frontenac

18. This Agreement may be terminated by any party after one (1) year of South Frontenac delivering the services outlined in this agreement by providing to the other Parties a minimum of twelve (12) months' notice. The termination of this Agreement by any Party other than South Frontenac shall not terminate this Agreement as between the remaining Parties. In the event that South Frontenac wishes to terminate this Agreement it shall serve notice on the other Parties a minimum of twelve (12) months in advance of the date of termination.
19. In the event that South Frontenac terminates this Agreement, the Parties agree that South Frontenac shall continue to accept applications for building permits, conduct plan reviews and issue permits up to four (4) months prior to the anticipated termination date. Within the final four (4) months of the term of this Agreement, South Frontenac shall cease providing plan review services and all new applications shall be processed by the individual municipalities that are Parties to this Agreement, with the intent that South Frontenac shall only complete inspections for those permits that it has issued under the authority of this Agreement. The indemnities contained in this Agreement shall survive termination, but only for those Sewage Systems for which South Frontenac has issued permits, conducted plan reviews and undertaken inspections.

20. In the event that this Agreement is terminated by one or more Parties, South Frontenac shall continue to provide the services under this Agreement for the non-terminating Parties. In the territory of the terminating Party, South Frontenac shall continue to accept applications for building permits, conduct plan reviews and issue permits up to four (4) months prior to the anticipated termination date. Within the final four (4) months of the term of this Agreement, South Frontenac shall cease providing plan review services and all new applications shall be processed by the terminating Party, with the intent that South Frontenac shall only complete inspections for those permits that it has issued under the authority of this Agreement for the terminating Party. The indemnities contained in this Agreement shall survive termination, but only for those Sewage Systems for which South Frontenac has issued permits, conducted plan reviews and undertaken inspections.
21. This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided herein. Each party acknowledges having obtained adequate explanation of the nature and scope of each of the sections of this Agreement and having had the opportunity to consult legal counsel with respect thereto.
22. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct. Any obligation to be performed at or before the early termination or expiry of this Agreement or not reasonably susceptible of performance prior to the early termination or expiration of this Agreement shall survive the early termination or expiry of this Agreement.
23. This Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable in that province.
24. The use of sections and the insertion of headings are for reference purposes only and are not to affect the interpretation of this Agreement. Unless otherwise indicated, any reference herein to a particular section refers to the

specified section to this Agreement. In this Agreement, words importing the singular number will include the plural and vice versa, words importing gender will include all genders and words importing persons will include individuals, corporations, partnerships, associations, trust, unincorporated organizations, governmental bodies and other legal or business entities. All monetary amounts in this Agreement are expressed in Canadian funds unless expressly otherwise indicated.

25. When calculating the period of time under this Agreement, the date that is the reference date in calculating such period is to be excluded. If the last day of any period is not a business day, the period will end on the next business day. If any payment or calculation is to be made or any action taken on a day that is not a business day, it will be made or taken on or as of the next day that is a business day. Time shall be of the essence in this Agreement.
26. No amendment or waiver of any provision of this Agreement shall be binding on any Party unless consented to in writing by an authorized signing officer of all Parties. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.
27. This Agreement may be executed in any number of counterparts, by electronic signature and by facsimile or scanned computer image file (such as PDF), each of which shall be deemed to be an original, notwithstanding that all of the Parties are not signatory to the same counterpart, facsimile or scanned computer image. In the event this Agreement is executed by a Party by facsimile or scanned computer image, such Party will as soon as reasonable possible deliver to the other Parties an original of this Agreement executed by such Party.

THE CORPORATION OF THE
TOWNSHIP OF NORTH FRONTENAC

Cheryl Robson, Chief Administrative Officer
I have the authority to bind the corporation

THE CORPORATION OF THE
TOWNSHIP OF CENTRAL FRONTENAC

Cathy McMunn, Chief Administrative Officer
I have the authority to bind the corporation

THE CORPORATION OF THE
TOWNSHIP OF FRONTENAC ISLANDS

Darlene Plumley, Chief Administrative Officer
I have the authority to bind the corporation

THE CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC

Neil Carbone, Chief Administrative Officer
I have the authority to bind the corporation



REPORT TO COUNCIL DEVELOPMENT SERVICES



Zoning By-law Amendment

Report Date: December 08, 2020

Application No: Z-20-09

Owners: Barry and Susan Johnston

Agents: Michael and Becky Johnston

Location of Property: Part Lot 7, Concession 11, District of Portland, Township of South Frontenac, Part 1 on Plan 13R9159 and Part 1 on Plan 13R19649, Silver Rock Lane

Purpose of Application: Rezone from Rural (RU) to Limited Services Residential – Waterfront (RLSW)

Date of Public Meeting: December 1, 2020 (Virtual Public Meeting)

Recommendation

THAT By-law 2020-72 to amend the zoning for 2210 Silver Rock Lane, Part Lot 7, Concession 11, being Part 1 on Plan 13R9159 and Part 1 on Plan 13R19649, District of Portland, Township of South Frontenac **be passed**; and further

That pursuant to Section 34(17) of the Planning Act, no further notice is determined to be necessary for the changes made to the proposed Zoning By-law Amendment.

Proposal

An application has been submitted to amend the Township of South Frontenac Comprehensive Zoning By-law 2003-75 to rezone the subject properties from Rural (RU) to Limited Service Residential – Waterfront (RLSW).

By-law 2020-72 is listed on the Council agenda under By-laws.

Background

The subject lands are subject to consent application S-29-20-P to create a waterfront residential lot on Silver Rock Lane. Provisional approval of this application was granted subject to conditions on November 6, 2020. Condition 11 of the provisional approval requires the severed parcel be rezoned from Rural (RU) zone to Limited Service Residential – Waterfront (RLSW) zone to recognize this new waterfront lot is accessed via a private lane.

A Zoning By-law amendment to change the zone on the subject property from RU to RLSW is required so that building permits can be issued for buildings and structures consistent with Section 5.25 of the Zoning By-law. This section of the Zoning By-law states that building permits may only be issued on a lot with frontage on a private lane and/or a navigable waterway if the lands are zoned RLSW.



REPORT TO COUNCIL DEVELOPMENT SERVICES



Public Meeting

A virtual public meeting was held under the Planning Act on December 1, 2020. No comments were received from Council or members of the public.

Summary

A comprehensive report reviewing this zoning by-law amendment against the policies of the Provincial Policy Statement 2020, the County of Frontenac Official Plan and the South Frontenac Official Plan was provided to Council in advance of the December 1, 2020, public meeting.

Upon review of this re-zoning application, it was noted by staff that the retained parcel is also zoned Rural and relies on access via a private lane (Silver Rock Lane) as it is separated by an unopened road allowance from the travelled portion of Hinchinbrooke Road North. Staff recommend Council pass a resolution pursuant to Section 34(17) of the Planning Act, that no further notice is necessary to change the zoning on the retained parcel from RU to RLSW in the proposed Zoning By-law Amendment.

This rezoning is consistent and conforms to the Provincial Policy Statement 2020, the County of Frontenac Official Plan, and the South Frontenac Official Plan, and represents good planning for the subject property.

As such, it is recommended Council pass a resolution under section 34(17) that no further notice is required and **pass** By-law 2020-72.

Prepared by: Anna Geladi, Planner

Submitted/approved: Claire Dodds, MCIP, RPP, Director of Development Services

Approved by: Neil Carbone, CAO

Date of Site Visit: October 8, 2020



REPORT TO COUNCIL DEVELOPMENT SERVICES



Zoning By-law Amendment

Report Date:	December 8, 2020
Application No:	Z-20-10
Owners:	Duncan and Mary Southall
Location of Property:	3708 Stage Coach Road, District of Loughborough
Purpose of Application:	Rezone from Rural (RU) to Rural – Special Provision (RU-60)
Date of Public Meeting:	December 1, 2020 (Virtual Public Meeting)

Recommendation

That By-law 2020-73 to amend the zoning for a portion of 3708 Stage Coach Road, Part Lot 4, Concession 2, being Part 1 on Plan 13R4159, District of Loughborough, Township of South Frontenac **be passed**.

Proposal

An application has been submitted to amend the Township of South Frontenac Comprehensive Zoning By-law 2003-75 to rezone a portion of the subject property from Rural (RU) to Rural – Special Provision (RU-60). By-law 2020-73 is listed on the Council agenda under By-laws.

Background

The subject property (municipally known as 3708 Stage Coach Road) has provisional consent for application S-28-20-L to create one new residential parcel on Stage Coach Road. Provisional approval of this application was granted subject to conditions on October 30, 2020. Condition 11 of provisional approval requires the subject lands (severed parcel) to be rezoned to a site-specific zone that will require a dwelling to be set back a minimum 112 metres (367 feet) from the barn at 3654 Stage Coach Road.

As part of the consent review, staff calculated Minimum Distance Separation (MDS I) setbacks for neighbouring livestock barns. The required separation distance is 112 metres (367 feet) between the proposed residential lot and the closest barn at 3654 Stage Coach Road. The actual separation distance is only 92 metres (302 feet). Staff reviewed the size of the severed parcel and determined that there is a 0.5 hectare building envelope that can be accommodated outside of the required 112 metre (367 feet) separation distance which complies with the MDS guidelines. Therefore, a site-specific Rural zone is required to ensure that any dwelling will be set back a minimum of 112 metres (367 feet) from the closest barn at 3654 Stage Coach Road.

Public Meeting

A virtual public meeting was held under the *Planning Act* on December 1, 2020. Comments were received from two Councillors during the public meeting.

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REPORT TO COUNCIL DEVELOPMENT SERVICES



Councillor Sutherland inquired if there would be constraints on the farm expanding. The response indicated that if expansion of the farm were to include additional livestock, any animal housing would be subject to Minimum Distance Separation (MDS) II calculation prior to the issuance of a building permit. It was explained that MDS I calculations apply to new lot creation and MDS II calculations provide the minimum distance separation between proposed new, expanding or remodelled livestock barns. The MDS I formulae includes a built-in expansion factor that assumes there will be a minimum 20% expansion of the adjacent barn when MDS I is calculated. This ensures there is some capacity for the neighbouring barn to expand without being negatively impacted by the new residential lot.

Councillor Ruttan inquired if MDS for horses is different than MDS for cattle. The response was that yes the MDS calculation is different for horses than for cattle and that MDS is dependent on nutrient units which is different for each animal.

Summary

A comprehensive report reviewing this zoning by-law amendment against the policies of the Provincial Policy Statement 2020, the County of Frontenac Official Plan and the South Frontenac Official Plan was provided to Council in advance of the December 1, 2020, public meeting.

As this rezoning is consistent and conforms to the Provincial Policy Statement 2020, the County of Frontenac Official Plan, and the South Frontenac Official Plan, and represents good planning for the subject property, it is recommended Council approve this application by **passing** By-law 2020-73.

Prepared by: Anna Geladi, Planner

Submitted/approved: Claire Dodds, MCIP, RPP, Director of Development Services

Approved by: Neil Carbone, CAO

Date of Site Visit: October 8, 2020



**REPORT TO
COUNCIL**
**DEVELOPMENT SERVICES
DEPARTMENT**



AGENDA DATE: December 15, 2020

REPORT DATE: December 8, 2020

SUBJECT: Agreement to Encroach on a Township Road Allowance

APPLICATION: Encroachment Agreement E-01-20-P (Deodato)

OWNER: Michael Deodato

AGENT: Gary Beach

LOCATION: Part Lot 1, Concession 8, being Part 1 on Plan 13R7006, District of Portland, Municipally known as 5356 New Morin Road

RECOMMENDATION:

It is recommended that South Frontenac Council pass by-law 2020-74 to authorize the Mayor and Clerk to enter into an Encroachment Agreement with Michael Deodato for the purpose of recognizing the existing dwelling that encroaches onto the Road Allowance between the former Township of Loughborough and the former Township of Portland, for the subject property located at Part Lot 1, Concession 8, being Part 1 on Plan 13R7006, District of Portland, is municipally known as 5356 New Morin Road.

BACKGROUND

Mr. Michael Deodato recently purchased the property located at 5356 New Morin Road. The property has historically been subject to an encroachment agreement for subsequent owners in 1988 and 2000. The first encroachment agreement was entered into in 1988 for a term of five (5) years. In 1991 a proposal by the new owners of the property was brought to Council to purchase the aforementioned portion of road allowance over which the house encroached plus a one (1) foot buffer. The preparation of the required Reference Plan and Deed was never completed nor registered on title. The transaction between the owners and the Township was never completed.

In February 2000, the owner of the property met with Township staff to discuss options as the Encroachment Agreement was no longer valid as the road allowance purchase and sale transaction was never completed. The owners advised that purchasing the road allowance would be too expensive and they wished to enter into an Encroachment Agreement until funds were available to purchase the unopened road allowance.

A request was brought forward to Council and By-law 2000-13 was entered into which stated "part of the brick bungalow illustrated by Reference Plan 13R-7006 and illustrated on the portion of the Reference Plan attached to [the] by-law, shall be maintained and used in its current location, subject to the requirements of the Zoning By-law and the Ontario Building Code for a period of five (5) years from the date of the passage of this by-law. The annual fee for this privilege is \$1.00." The by-law was passed on March 7, 2000.

In 2009 a request was brought forward to enter into an Encroachment Agreement for the property. In 2010 bylaw 2010-1 was passed allowing the dwelling at 5356 New Morin Road to encroach a maximum of 16.49 feet into the road allowance. The annual fee for this privilege was \$1.00 and an encroachment permit agreement was to be entered into between the property owner and the Township and attached to the by-law. The by-law stated that if the

portion of the dwelling which encroaches into the road allowance is removed, it cannot be rebuilt within the road allowance and no additional development shall occur within the road allowance.

Neither the encroachment agreement nor the by-law stipulated a term that the Agreement was in effect for. The by-law and encroachment agreement were registered on title to 5356 New Morin Road, however, there was no provision for the by-law and agreement to move through title to subsequent owners of the property. Therefore, in January 2020 when Mr. Michael Deodato purchased the property, the Encroachment Agreement was no longer in effect.

DISCUSSION

All of PIN 36274-0170, being the Road Allowance between the former Township of Loughborough, and former Township of Portland, lying south of the easterly extension of the south limit of the forced road crossing Lot 1, Concession 8, Township of South Frontenac is Township property. The dwelling belonging to 5356 New Morin Road is encroaching on Township property.

An encroachment agreement has been drafted consistent with the 2010 agreement previously approved by South Frontenac Council. Mr. Deodato has confirmed on December 8, 2020, that he is agreeable to the terms of this agreement.

Entering into this agreement would allow for the continued use of the property until such time as the agreement expires, the land is transferred to a subsequent owner, or the unopened road allowance is purchased.

STAFF REVIEW & COMMENT

An encroachment agreement is required for Mr. Deodato to continue to use his property with the dwelling encroaching on the Township Road Allowance. Staff recommend that Council pass by-law 2020-32 to enter into the attached encroachment agreement with Michael Deodato.

Prepared by:	Michelle Hannah, Planning Assistant
Reviewed and Submitted by:	Claire Dodds, RPP, MCIP, Director of Development Services
Approved by:	Neil Carbone, CAO

Attachments:

Attachment 1 – Location Map

Attachment 2 – By-law 2020-74 – By-law to Authorize Entering into an Encroachment Agreement (under By-law Section of the agenda)

Attachment 3 – License Agreement between Michael Deodato and the Township of South Frontenac



E-01-20-P (DEODATO)

5356 NEW MORIN RD

Legend

-  Subject Property
-  Parcel Fabric
-  Provincially Significant Wetlands
-  Wetland

Produced by the Township of South Frontenac under license with the Ontario Ministry of Natural Resources © Queen's Printer for Ontario, 2020.

While the Township makes every effort to insure that the information presented is accurate for the intended uses of this map, there is an inherent error in all mapping products, and accuracy of the mapping cannot be guaranteed for all possible uses. This map displays basic topographic features only.

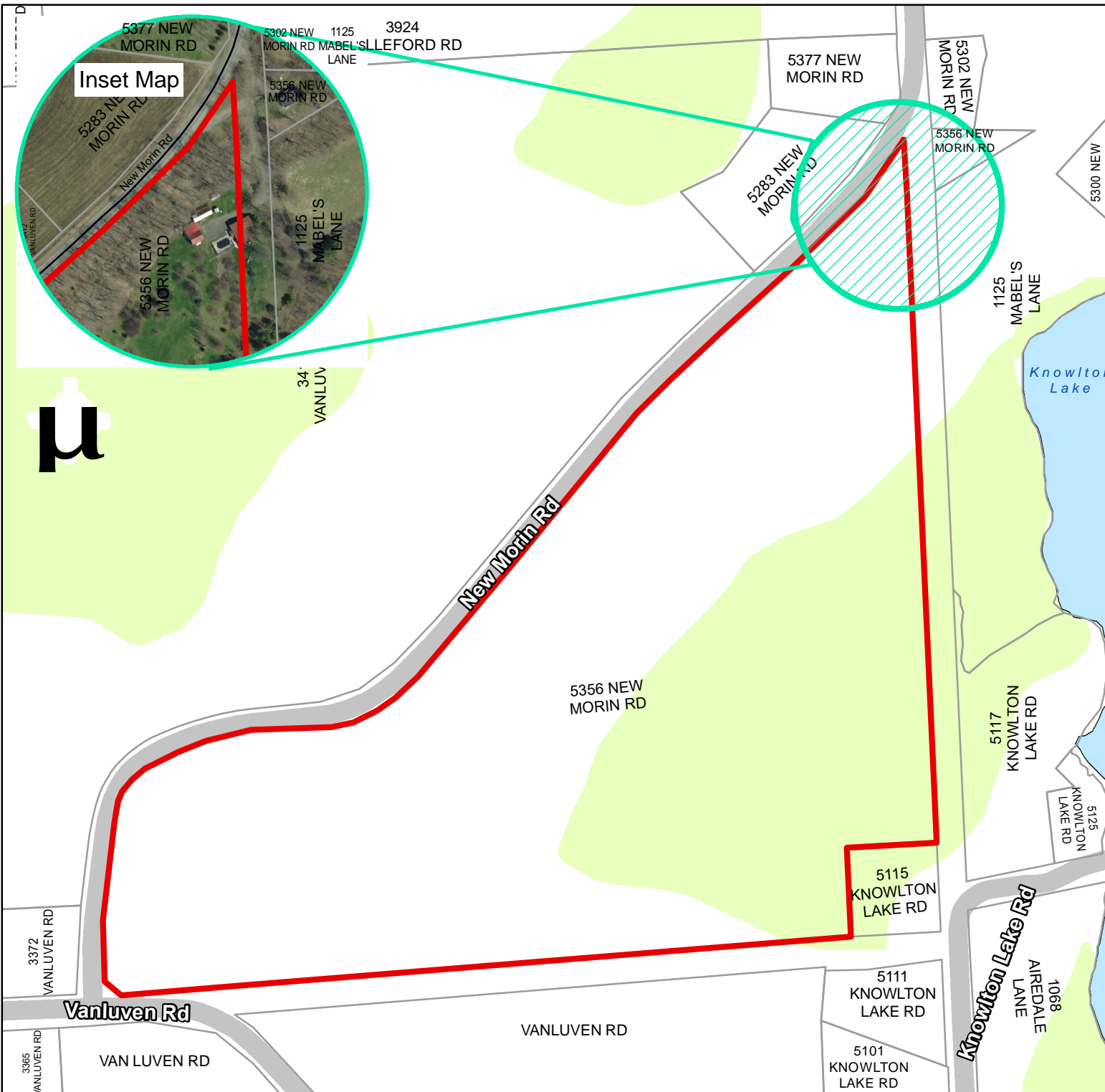
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0 20 40 80 120 160



Meters

UTM Projection NAD 83





REPORT TO COUNCIL PUBLIC SERVICES DEPARTMENT



AGENDA DATE: December 15, 2020

SUBJECT: Hinchinbrooke Road Land Purchase

RECOMMENDATION:

That Council approve By-law 2020-75, being a by-law to approve the acquisition of land fronting on Hinchinbrooke Road from Bernard and Irene Hughes for road reconstruction purposes.

BACKGROUND:

The approved 2020 Capital Budget included the initiation of the reconstruction of Hinchinbrooke Road from Desert Lake Road southerly for 5.5km. This initial phase included property acquisition for pole relocation and a widened platform.

ANALYSIS/DISCUSSION:

Staff reached agreement with the property owners earlier in the year for acquisition of the lands described in the attachments. Council approval by by-law is required for the Township to acquire land.

Additional property is still required for this project. Staff will attempt to complete these agreements over the winter, to be brought forward for Council approval.

The acquisition includes 0.43 acres fronting on Hinchinbrooke Road from Irene Hughes for an amount of \$4,300; and the acquisition of 0.62 acres fronting on Hinchinbrooke Road from Bernard and Irene Hughes for an amount of \$6,200.

FINANCIAL/STAFFING IMPLICATIONS:

An amount of \$440,000 has been approved to initiate the construction and acquire property for the Hinchinbrooke Road reconstruction project. The total estimated cost for this project is approximately \$1.8 million.

ATTACHMENTS:

1. Signed agreements of purchase and sale.
2. Surveys of property to acquire.

Submitted/approved by:

Mark Segsworth, P.Eng.
Director of Public Services

Approved by:

“Natural, Vibrant and Growing – a Progressive Rural Leader”



REPORT TO COUNCIL
PUBLIC SERVICES DEPARTMENT



Neil Carbone
Chief Administrative Officer



AGREEMENT OF PURCHASE AND SALE

ROAD WIDENING

I/We Bernard and Irene Hughes hereby agree to sell, and the Corporation of South Frontenac Township agrees to purchase, for road widening purposes, a parcel of land being described as Part of Concession 10 North Part Lot 6

The Corporation of South Frontenac Township shall have possession of the said lands and the Owner(s) shall convey the lands to the Corporation of South Frontenac Township in fee simple, free from all encumbrances and damages.

\$ 6,200 for the land (\$10,000.00/Acre) x (0.62 Acres) = \$ 6,200 (rounded up to \$ 50.00)

This agreement shall constitute the entire Agreement between the Corporation of South Frontenac Township and the Owner(s) and there is no other representation, warranty, collateral agreement or condition affecting this Agreement or the property other than as expressed herein in writing.

This Agreement shall ensure to and be binding upon respective heirs, executors, administrators, successors and assigns of the Owner(s) and the Corporation of South Frontenac Township.

Dated at South Frontenac this 18 day of August, 2020.

SIGNED, SEALED & DELIVERED)

Irene Hughes
Owner

BOC
Owner

CORPORATION OF SOUTH FRONTENAC TOWNSHIP

Per:

David Holliday
Municipal Engineer



AGREEMENT OF PURCHASE AND SALE

ROAD WIDENING

I/We Irene Hughes hereby agree to sell, and the Corporation of South Frontenac Township agrees to purchase, for road widening purposes, a parcel of land being described as Part of Concession 10 North Part Lot 6 RP13R10497 Parts 1,3,5

The Corporation of South Frontenac Township shall have possession of the said lands and the Owner(s) shall convey the lands to the Corporation of South Frontenac Township in fee simple, free from all encumbrances and damages.

\$ 4,300 for the land (\$10,000.00/Acre) x (0.43 Acres) = \$ 4,300 (rounded up to \$ 50.00)

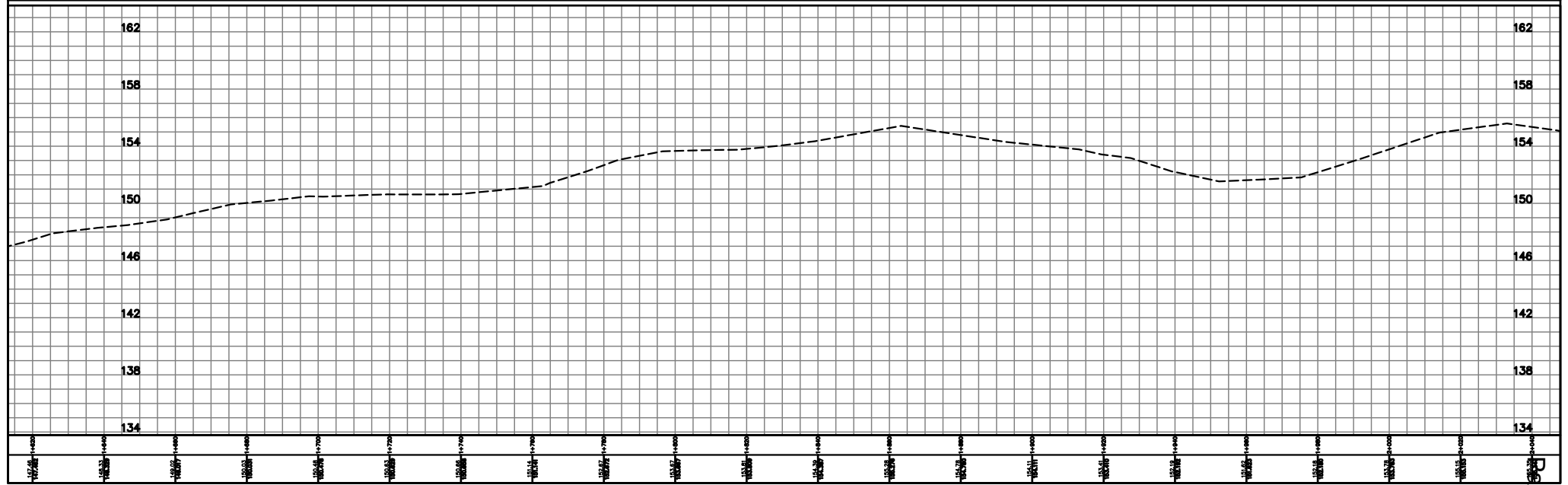
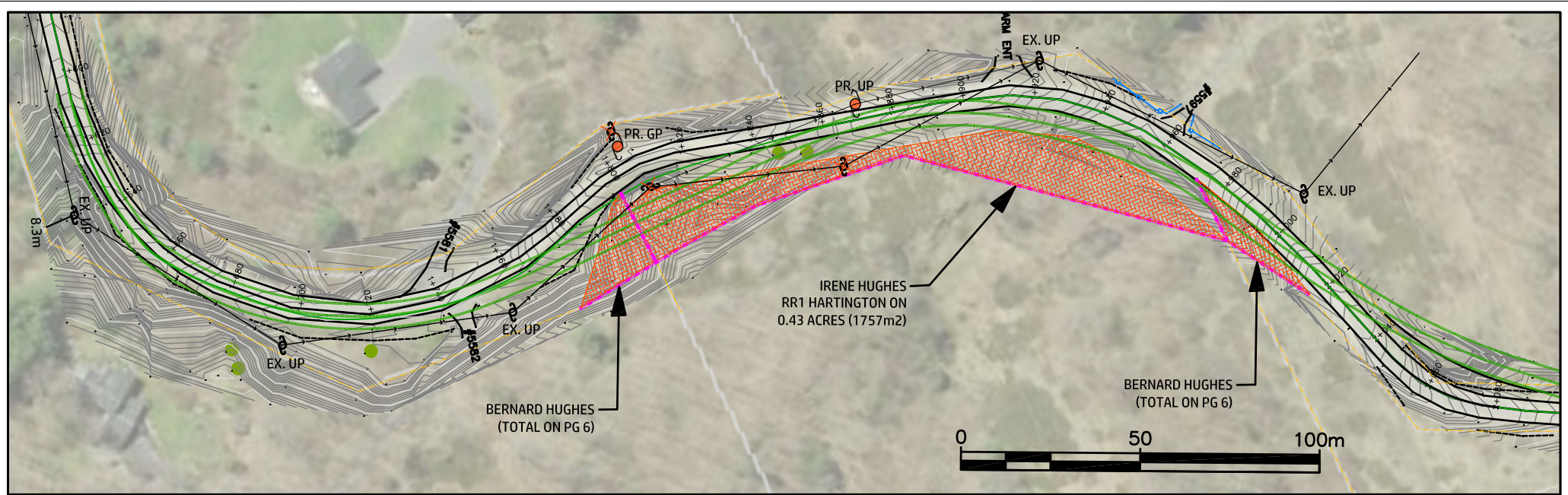
This agreement shall constitute the entire Agreement between the Corporation of South Frontenac Township and the Owner(s) and there is no other representation, warranty, collateral agreement or condition affecting this Agreement or the property other than as expressed herein in writing.

This Agreement shall ensure to and be binding upon respective heirs, executors, administrators, successors and assigns of the Owner(s) and the Corporation of South Frontenac Township.

Dated at South Frontenac this 18 day of August, 2020.

SIGNED, SEALED & DELIVERED

) Bethua
) Owner
)
) Irene Hughes
) Owner
)
) CORPORATION OF SOUTH FRONTENAC TOWNSHIP
) Per:
) David Holliday
)
) Municipal Engineer



DATE:	REV:	BY:



**TOWNSHIP OF
SOUTH FRONTENAC**

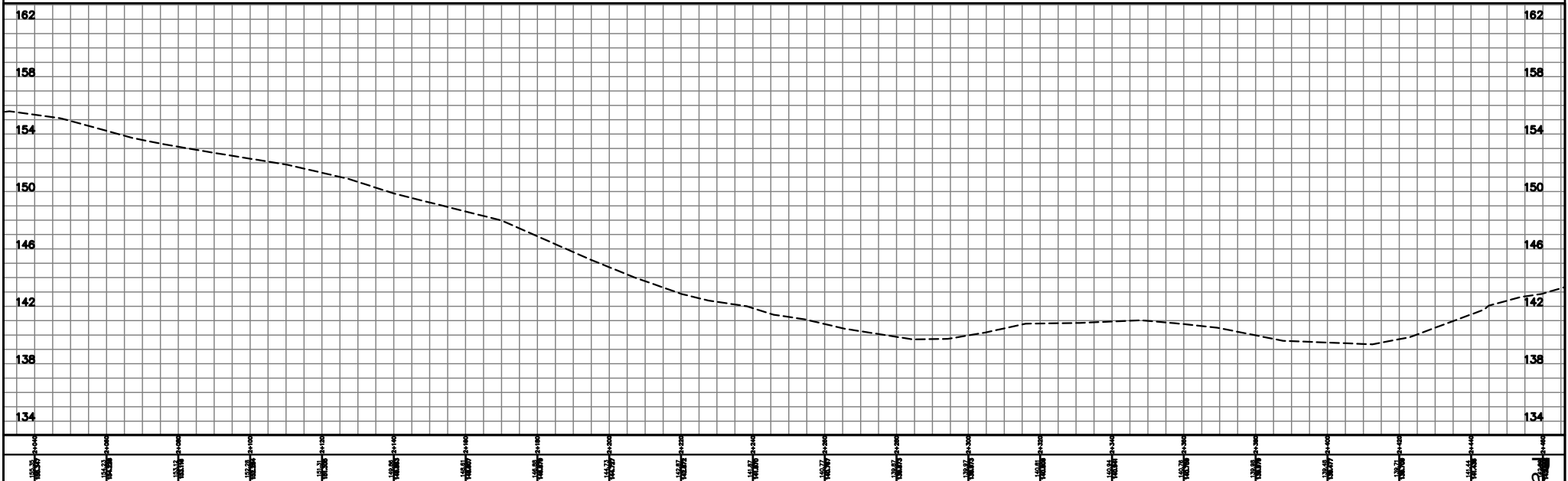
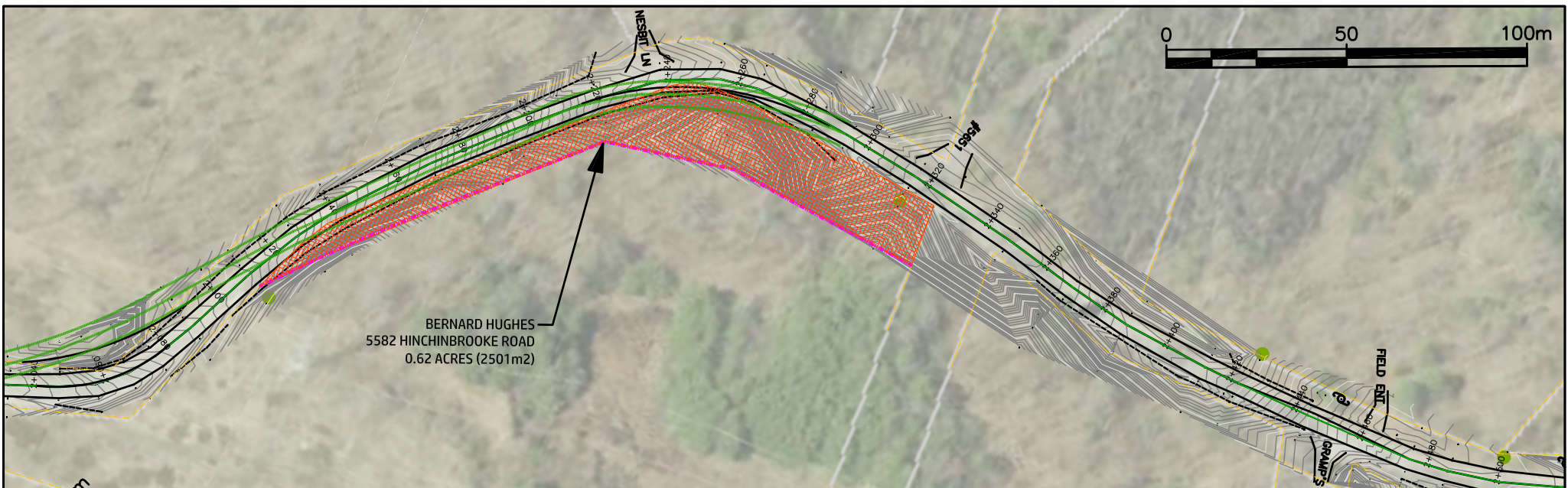
DRAWN BY:
REVISED BY:
CHECKED BY:



TOWNSHIP OF
SOUTH FRONTENAC
2490 KEELEY ROAD
SYDENHAM, ONTARIO KOH 2T0
TEL. (613) 376-3027

**ROAD CONSTRUCTION
STA 0+000 - STA 6+424
HUGHES PROPERTY
HINCHINBROOKE ROAD**


DATE: FEB 26, 2009
SCALE: 1:500 N=1
JOB No. 20-05
JOB No. XXXX
CADD FILE: XXXX-XXXX-000



NO.	REVISION	DATE	BY
1	ISSUED FOR REVIEW		
2	ISSUED FOR REVIEW		



**TOWNSHIP OF
SOUTH FRONTENAC**

DRAWN BY: AM
 CHECKED BY:


**TOWNSHIP OF
SOUTH FRONTENAC**
 2490 KEELEY ROAD
 SYDENHAM, ONTARIO KOH 2T0
 TEL. (613) 376-3087

ROAD CONSTRUCTION
STA 0+000 - STA 6+424
HUGHES PROPERTY
HINCHINBROOKE ROAD

DATE: FEB 26, 2020
SCALE: 1:500
DWG No. 20-06
JOB No. XXXX
CADD FILE: XXXX-XXXX-000



REPORT TO COUNCIL DEVELOPMENT SERVICES DEPARTMENT



AGENDA DATE: December 15, 2020

REPORT DATE: December 9, 2020

SUBJECT: Road Closing Application – RC-20-03
Cunningham, Jordan & King, Madeline
Closure and transfer of a portion of an Unopened Road Allowance
being Part of Rideau Crescent, Adjoining Lots 16-20 on Plan 1316,
Township of South Frontenac

RECOMMENDATION

That Council consider the closing and transferring of ownership of a 20 metre (66 foot) by approximately 30.5 metres (100 foot) portion of unopened road allowance to enlarge an adjacent parcel of land municipally known as 30 Rideau Crescent Lane.

PURPOSE

The purpose of this report is to provide background information to assist Council to provide direction to staff regarding the closing of a portion of an unopened road allowance in the Township.

BACKGROUND

The unopened road allowance was part of a former Plan of Subdivision for properties along Rideau Road and Rideau Crescent Lane, being Subdivision Plan 1316. The portion of the road allowance that remains open runs parallel to Rideau Road and abuts Rideau Crescent Lane, the easterly portion of the unopened road allowance has previously been stopped up, closed and sold to the abutting lands at 5508 Rideau Road which joined Lot 21, Block C and part of the road allowance as shown on the attached map and has been developed on the former road allowance, as shown in the attached satellite image.

The road allowance is aligned from south west to north east, running along the north eastern properties of Rideau Road. The land is current used as a driveway for the subject property known as 30 Rideau Road to access Rideau Crescent Lane and then Rideau Road.

Attachment #1 illustrates the location of the lands, outlined in red, proposed to be enlarged by the closure and transfer of the road allowance. The lands to the north east of the subject and benefitting lands have already closed and transferred their portion of the road allowance. The proposed piece of road allowance to be stopped up closed and purchased is slightly irregular to conform to the abutting parcel property fabric.

In the absence of a survey, measurements were taken from Frontenac Maps to determine the dimensions of the unopened road allowance. Based on Frontenac Maps, it appears that the portion of road allowance to be stopped up closed and transferred is 20 metres (66 feet) by 30.5 metres (100 feet), being a total of 610 metres square (6,600 square feet).

The owners of the lands municipally known as 30 Rideau Crescent Lane, Jordan Cunningham and Madeline King, have filed a road closing application requesting Council stop up, close and transfer an approximately 20 metres (66 feet) by 30.5 metres (100 feet), being a total of 610 metres square (6,600 square feet) of the unopened road allowance being Part of Rideau Crescent, on Plan 1316.

30 Rideau Crescent Lane is a waterfront parcel of land located on Little Cranberry Lake and east of the unopened road allowance. The lands are developed with a home, out buildings and a dock.

The existing dwelling on the property, in the absence of a survey, appears to be 5 metres from the property line. The applicants would like to add a modest addition to their house on the non-waterfront side of their home, and have applied to purchase the portion of the road allowance to make this a viable option.

The parcel to be enlarged is approximately 0.52 acres in size, being an undersized, legal non-complying parcel. By adding the road allowance the parcel would be closer to conforming to the current Comprehensive Zoning By-Law 2003-75.

The portion of road allowance that remains under the ownership of the Township does not provide access to any waterbody and is a dead end due to the previously stopped up, closed and transferred portion to the east of the current proposal.

Planning staff visited the site on December 9, 2020. Public Services staff advised that they have no issues with selling the road allowance as there is no public access to this portion of the road allowance and it does not lead to water.

This portion of the road allowance is located within 300 metres of the water.

Based on Township policy, the lands would be charged at a rate of \$2.41 per square foot (100 feet x 66 feet = 6,600 square feet @ \$2.41 = \$15,906.00). The sale price of the road allowance would be approximately \$15,906.00 plus HST.

Staff is seeking direction as to whether Council has any objections to the closure and transfer of this unopened portion of road allowance to facilitate the enlargement of lands described as Lot 20, Plan 1316, district of Storrington, Township of South Frontenac, municipally known as 30 Rideau Crescent Lane, Little Cranberry Lake. If Council has no objections, staff can begin the process to stop up and close the portion of the unopened road allowance being Part of Rideau Crescent, Plan 1316.

FINANCIAL and STAFFING CONSIDERATIONS

The application fee and legal deposit has been paid by the applicant to process this road closing application. Fees to survey the portion of the road allowance to be closed will be paid by the applicant.

ATTACHMENTS

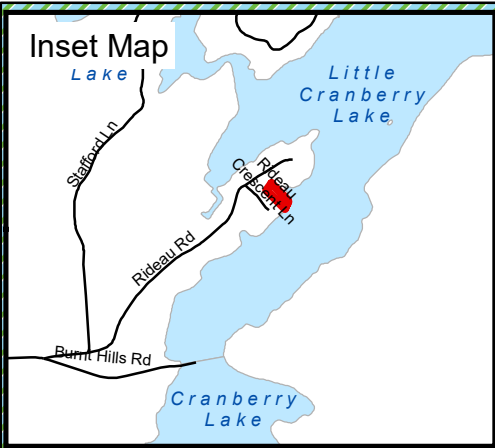
Attachment #1 – Location Map

Attachment #2 – Satellite image of development

Attachment #3 – Sketch – applicant submitted sketch for RC-20-03

Submitted by: Michelle Hannah, Planning Assistant

Approved by: Claire Dodds, MCIP, RPP, Director of Development Services
Neil Carbone, CAO



**RC-20-03
(Cunningham)**

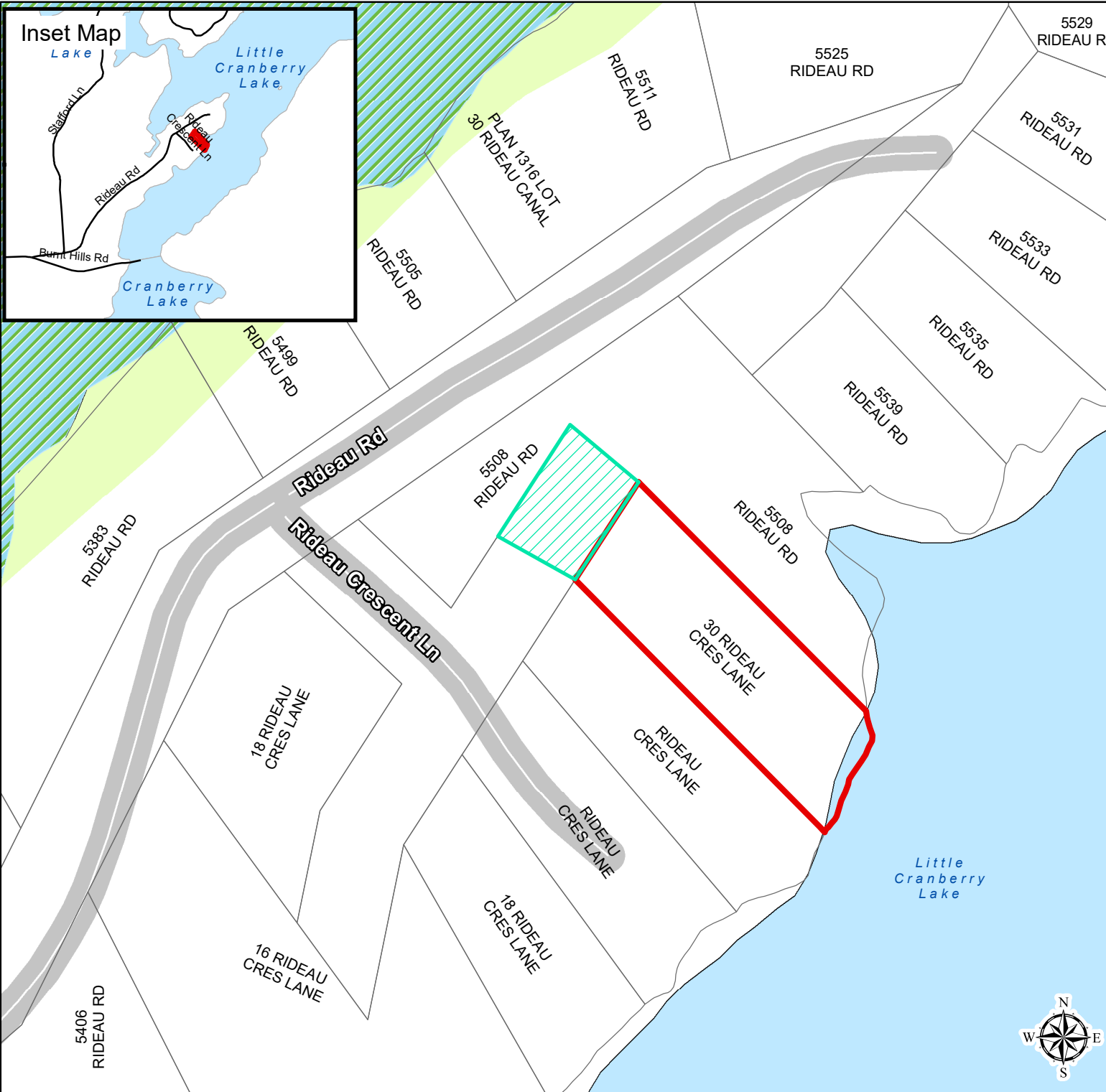
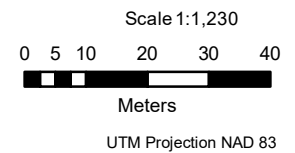
30 RIDEAU CRES LANE

Legend

-  Proposed Road Allowance Closure
-  Benefitting Lot
-  PIN Parcels
Parcel Fabric
-  Provincially Significant Wetlands
-  Wetland

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While the Township makes every effort to insure that the information presented is accurate for the intended uses of this map, there is an inherent error in all mapping products, and accuracy of the mapping cannot be guaranteed for all possible uses. This map displays basic topographic features only.





Legend

- Road
 - Highway
 - Major Road
 - Secondary Road
 - Ferry Route
- Assessment Parcels
- Location Labels

1: 2,257



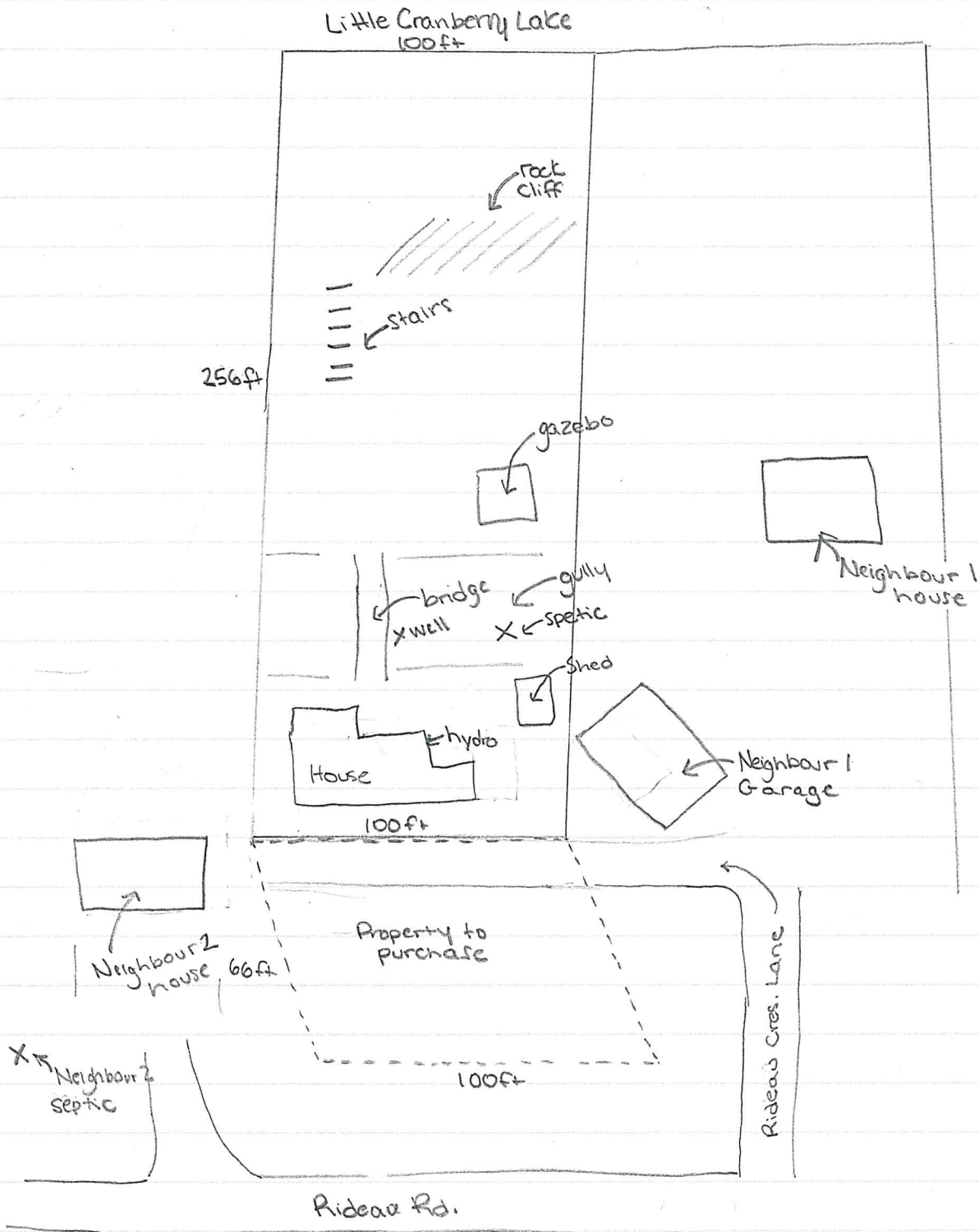
0.1 0 0.06 0.1 Kilometers

WGS_1984_Web_Mercator_Auxiliary_Sphere
Includes Material © 2019 of the Queen's Printer for Ontario. All Rights Reserved.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



**TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2020 - 72**

BEING A BY-LAW TO AMEND BY-LAW 2003-75, AS AMENDED, TO REZONE LAND FROM RURAL (RU) TO LIMITED SERVICE RESIDENTIAL – WATERFRONT (RLSW) ON LANDS DESCRIBED AS 2210 SILVER ROCK LANE, PART LOT 7, CONCESSION 11, BEING PART 1 ON PLAN 13R9159 AND PART 1 ON PLAN 13R19649, DISTRICT OF PORTLAND, TOWNSHIP OF SOUTH FRONTENAC: JOHNSTON

WHEREAS pursuant to the provisions of Section 34 of the *Planning Act*, RSO 1990 as amended, the Council of a Municipality may enact by-laws regulating the use of land and the erection, location and use of buildings and structures thereon;

AND WHEREAS By-law 2003-75 being the Zoning By-law regulates the use of land and the erection, location and use of buildings and structures within the Township of South Frontenac;

AND WHEREAS the Council of the Corporation of the Township of South Frontenac considered all written and oral submissions received on this application, the effect of which helped Council make an informed decision;

AND that there be no further notice pursuant to Section 34 (17) of the *Planning Act*;

NOW THEREFORE, the Council of the Corporation of the Township of South Frontenac, 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 Limited Service Residential – Waterfront (RLSW) for the lands shown on Schedule “1”.
2. THIS BY-LAW shall come into force in accordance with Section 34 of the *Planning Act*, 1990, as amended, either upon the date of passage or as otherwise provided by said section 34.

Dated at the Township of South Frontenac this 15th day of December, 2020.

Read a first and second time this 15th day of December, 2020.

Read a third time and finally passed this 15th day of December, 2020.

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

Ron Vandewal, Mayor

Angela Maddocks, Clerk

**TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2020 - 73**

BEING A BY-LAW TO AMEND BY-LAW 2003-75, AS AMENDED, TO REZONE LAND FROM RURAL (RU) TO RURAL – SPECIAL PROVISION (RU-60) ON LANDS DESCRIBED AS PART OF LOT 4, CONCESSION 2, DISTRICT OF LOUGHBOROUGH, : SOUTHALL

WHEREAS pursuant to the provisions of Section 34 of the *Planning Act*, RSO 1990 as amended, the Council of a Municipality may enact by-laws regulating the use of land and the erection, location and use of buildings and structures thereon;

AND WHEREAS By-law 2003-75 being the Zoning By-law regulates the use of land and the erection, location and use of buildings and structures within the Township of South Frontenac;

AND WHEREAS the Council of the Corporation of the Township of South Frontenac considered all written and oral submissions received on this application, the effect of which helped Council make an informed decision;

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

1. **THAT** Schedule “B”, to Zoning By-law Number 2003-75 as amended, is hereby further amended by changing the zoning from Rural (RU) to Rural – Special Provision (RU-60) for the lands shown on Schedule “1”.
2. **THAT** Zoning By-law number 2003-75 as amended is hereby further amended by adding a new section RU-60 (Part of Lot 4, Concession 2, District of Loughborough – Southall) immediately after Section RU-59 (New Morin Road, Part of Lots 1 and 2, Concession 8, District of Portland – Sortberg) to read as follows:

RU-60 (Part of Lot 4, Concession 2, District of Loughborough – Southall)

Notwithstanding the provisions of Section 7 or any other provision of this By-law to the contrary, on the lands zoned Special Rural (RU-60), the following provisions shall apply:

- *Any dwelling shall be set back a minimum of 112 metres (367 feet) from the closest barn at 3654 Stage Coach Road.*

All other provisions of this by-law shall apply.

3. THIS BY-LAW shall come into force in accordance with Section 34 of the Planning Act, 1990, as amended, either upon the date of passage or as otherwise provided by said Section 34.

Dated at the Township of South Frontenac this 15th day of December, 2020.

Read a first and second time this 15th day of December, 2020.

Read a third time and finally passed this 15th day of December, 2020.

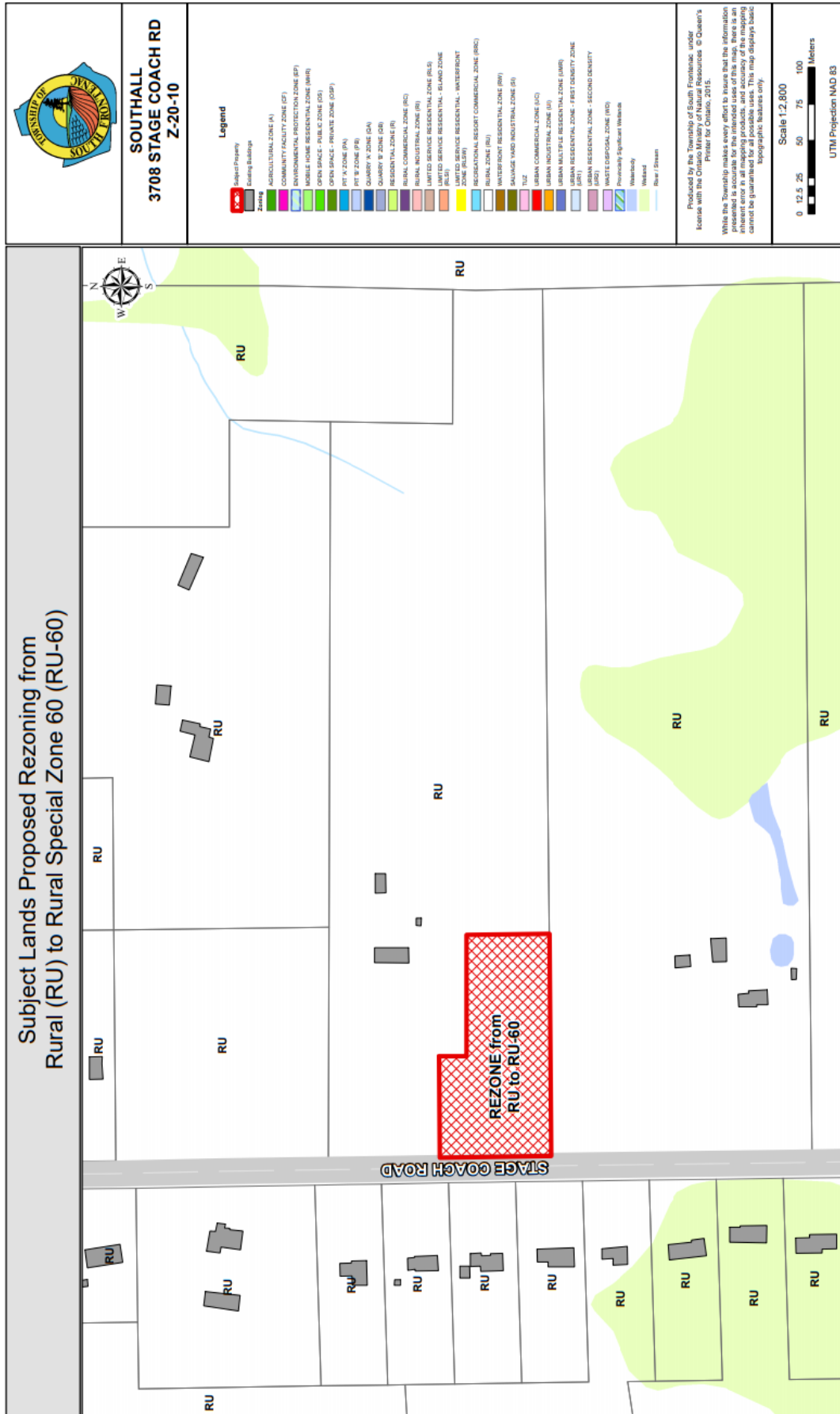
**THE CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC**

Ron Vandewal, Mayor

Angela Maddocks, Clerk

Schedule 1

This is Schedule "1" to By-law No. 2020- 73



Passed this 15th day of December, 2020

Ron Vandewal, Mayor

Angela Maddocks, Clerk

**TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2020-74**

**BEING A BY-LAW TO AUTHORIZE THE MAYOR AND THE CLERK TO EXECUTE
AN ENCROACHMENT AGREEMENT BETWEEN THE CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC AND MICHAEL DEODATO ALLOWING THE
EXISTING DWELLING TO ENCROACH ONTO AN UNOPENED TOWNSHIP ROAD
ALLOWANCE**

WHEREAS Section 11 (2) of the *Municipal Act*, 2003, c. 25 authorizes a municipality to pass by-laws respecting highways;

AND WHEREAS such jurisdiction includes allowing any person owning or occupying a structure that is wholly or partially erected or constructed on any highway to maintain and use such structure thereon and to fix such annual charges that the Council considers reasonable for such an owner or occupant to pay for such a privilege;

AND WHEREAS the dwelling at 5356 New Morin Road (Part 1, Plan 13R7006) Lot 1, Concession 8, District of Portland, is located partly on the unopened road allowance between the Districts of Portland and Loughborough;

AND WHEREAS an Encroachment Agreement has been prepared to the satisfaction of the Township of South Frontenac relating to the use of a portion of the unopened road allowance between Concession the former Township of Loughborough and former Township of Portland, Township of South Frontenac;

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

1. THAT the Mayor and the Clerk are hereby authorized to execute an Encroachment Agreement between the Corporation of the Township of South Frontenac and Michael Deodato, a copy of which is attached hereto and forms part of this by-law.
2. The dwelling at 5356 New Morin Road may encroach a maximum of 16.49 feet into the road allowance;
3. An Encroachment Agreement shall be entered into between the property owner and the Township and attached to this by-law as Schedule "A";
4. THIS BY-LAW shall come into force and effect in accordance with Section 28 of the *Municipal Act*, 2001, either upon the date of passage or as otherwise provided by the said Section 28.

Dated at the Township of South Frontenac this 15th day of December, 2020.

Read a first and second time this 15th day of December, 2020.

Read a third time and finally passed this 15th day of December, 2020.

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

Ron Vandewal, Mayor

Angela Maddocks, Clerk

ENCROACHMENT AGREEMENT

Made this _____ day of _____, 202

BETWEEN

Michael Warren Deodato

Hereinafter called the “Owner (Licensee)”

OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC

Hereinafter called the “Municipality (Licensor)”

OF THE SECOND PART

WHEREAS the Owner is the registered owner of lands located in the Township of South Frontenac more particularly described in Schedule “A” (the “Owner’s Lands”);

AND WHEREAS the Municipality is the registered owner of the Unopened Road Allowance, more particularly described in Schedule “B” (the “Unopened Road Allowance”);

AND WHEREAS By-Law 2020-74 authorized this agreement to be entered into between Owner with the Municipality on the terms set out;

AND WHEREAS the Municipality is authorized to enter into this agreement and register it against the title to the severed lands, pursuant to Section 11 (2) of the *Municipal Act*, 2003 c. 25;

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and agreements contained herein, the parties agree each with the other as follows:

1. The Owner covenants and agrees to the following conditions for an encroachment agreement for a part of a dwelling at the above location to occupy a portion of the unopened road allowance between the District of Portland and the District of Loughborough, as described in schedule B to this agreement, and agree to comply with the conditions of By-Law 2020-74, A By-law to Authorize the Encroachment of a dwelling on Part of the Unopened Road Allowance between Lot 1, Concession 8, District of Portland, and Lot 1, Concession 8, District of Loughborough.
2. The Owner hereby covenants and agrees for ourselves, heirs, executors and assigns to indemnify and keep indemnified the Licensor against all actions, suits, claims and demands which may be brought or made against the Licensor, and against all loss, costs, damages, charges or expenses whatever which may be sustained, incurred or paid by the Licensor in consequence of the above-mentioned encroachment, and the Licensees hereby grant to the Licensor full power and authority to settle any such action, suit, claim or demand on such terms as the Licensor deems appropriate, and to pay to the Licensor on demand all moneys paid by it in pursuance of any such settlement and also such sums as shall represent the reasonable costs or the Licensor or its Solicitor in defending or settling any such action suit, claim or demand, and this agreement shall not be alleged as a defense by the Licensees in any action by any person for actual damage suffered by reason of the permission hereby granted to maintain the above-mentioned encroachment.

1. We further covenant and agree that this agreement applies only to the structure existing of this date, and indicated on Plan 13R7006, and not to any other development on the property. If the portion of the dwelling which encroaches into the road allowance is removed, it cannot be rebuilt within the road allowance, and no additional development, beyond that indicated on Plan 13R7006 shall occur within the road allowance.
3. This Agreement shall be registered against the title to the Owner's Lands, and the Municipality shall be entitled to enforce its provisions against the Owner and, in respect of the obligations affecting the Owner's Lands.
4. If the Owner fails or refuses for any reason to comply with any requirements of this agreement, the Owner shall be in default and the Municipality may, on seven (7) days notice, require the Owner to remedy the default, failing which the Municipality may, without further notice and without prejudice to any other rights and remedies available to it, do such things and perform such work as is necessary to rectify the default.
6. Any account rendered by the Municipality for work done shall be paid by the Owner within thirty (30) days of the day of billing, and, if the Owner fails to pay, interest shall be charged on the amount outstanding at the rate of one and a quarter percent (1.25%) per month (15% per annum) on the first day of each calendar month following the date the account was due. Any payments received on accounts rendered shall be applied first to any outstanding interest, which may have accrued, and the balance shall be applied to reduce the principal amount outstanding.
7. If the Municipality incurs any expense arising out of the terms of this Agreement, the Municipality may recover the amount in like manner as municipal taxes or by action, pursuant to Section 326 of the *Municipal Act*.
8. All costs necessary to fulfill any condition of this agreement, and all costs incurred by the Municipality in connection with the preparation, execution, registration or enforcement of this Agreement shall be paid by the Owners.
9. This Agreement shall become null and void if the Owner's Lands are sold, transferred, or otherwise disposed of.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals as of the day and year first written above.

SIGNED, SEALED AND DELIVERED
In the presence of:

Witness

Michael Warren Deodato
Owner

THE CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC

Per:

Ron Vandewal – Mayor

Angela Maddocks – Clerk

We have the authority to bind the corporation.

Schedule A

The Owner's Lands:

Part Lot 1, Concession 8, being Part 1 on Plan 13R7006, District of Portland, Township of South Frontenac, municipally known as 5356 New Morin Road. Being all of PIN 36274-0150.

Schedule B

The Unopened Road Allowance:

Road Allowance Between Township of Loughborough and Township of Portland, Lying south of the easterly extension of the south limit of the forced road crossing Lot 1, Concession 8, Township of South Frontenac. Being all of PIN 36274-0170.

**TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2020-75**

**BEING A BY-LAW TO APPROVE THE ACQUISITION OF PROPERTY FOR THE
PURPOSES OF ROAD IMPROVEMENTS AND UTILITY POLE RELOCATIONS FOR
THE HINCHINBROOKE ROAD RECONSTRUCTION PROJECT IN THE DISTRICT OF
PORTLAND**

WHEREAS the Township of South Frontenac wishes to purchase property for the purpose of acquiring lands for the purpose of utility pole relocation and a widened platform for the Hinchinbrooke Road reconstruction project;

AND WHEREAS the Township of South Frontenac entered into discussions to purchase property from Bernard and Irene Hughes;

AND WHEREAS an agreement has been reached with Bernard and Irene Hughes for the purchase of two separate pieces of property,

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

1. That the Council of the Township of South Frontenac agrees to purchase lands described as Part Lot 6, Concession 10, Reference Plan RP 13R-10497, Parts 1, 3, 5 being two separate parcels comprised of one being 0.62 acres (Bernard and Irene Hughes) and another being 0.43 acres (Irene Hughes) in the District of Portland, in accordance with the terms and conditions in the attached purchase and sale agreement.
2. That the Mayor and Chief Administrative Officer are authorized to sign the necessary documents to complete the transaction on behalf of the Township.

Dated at the Township of South Frontenac this 15th day of December, 2020.

Read a first and second time this 15th day of December, 2020.

Read a third time and finally passed this 15th day of December, 2020.

**CORPORATION OF THE
TOWNSHIP OF SOUTH FRONTENAC**

Ron Vandewal, Mayor

Angela Maddocks, Clerk



**REPORT TO
COMMITTEE OF THE WHOLE
TREASURY DEPARTMENT**



AGENDA DATE: December 15th, 2020

SUBJECT: Project Funding

RECOMMENDATION:

This report is for information.

BACKGROUND:

At the December 8th Council meeting, a report and resolution was brought forward to reallocate funds between linear capital projects in 2020. The resolution was defeated and Council asked how a project is funded when it has gone over budget and the Township has already paid the invoices.

DISCUSSION/ANALYSIS:

Each project within the capital budget is typically funded from taxation or a reserve. In some circumstances, a project may also be partially funded from a grant or donation.

Taxation: If a project is funded from taxation and is under budget once complete, any remaining funds are transferred to the Working Funds reserve.

Reserves: If a project is funded from reserves and is under budget once complete, only the required funds are drawn from the reserve and any remaining funds stay in that reserve.

If a project is over budget, our tax rate by-law 2020-21, under section 12 specifies:

*Pursuant to the provisions of the 2020 Municipal Budget, transfers budgeted as a "Contribution from Revenue Fund to Reserves" shall be implemented by the Treasurer in the amount budgeted. **Transfers budgeted as a "Contribution from Reserves and/or Reserve Funds to Revenue Fund and/or Capital Fund" shall be implemented by the Treasurer in the exact amount required to finance the actual expenditures of the particular project net of other applicable revenues, even should said amount exceed the transfer/contribution from Reserves and/or Reserve Fund originally budgeted for.***

In the specific projects that had overages in the December 8th report:

North Shore Road: was being funded partially from Taxation and partially from the Asset Investment Reserve. Based on the tax rate by-law language, the overage would be funded from the Asset Investment Reserve.

Green Bay Bridge: was being funded from Taxation which means that the overage would be funded from the Working Funds reserve.

ATTACHMENTS:

None

Prepared by:

Louise Fragnito
Director of Corporate Services & Treasurer

Submitted/approved by:

Neil Carbone
Chief Administrative Officer



**INFORMATION REPORT
TO COUNCIL
CLERKS DEPARTMENT**



AGENDA DATE: December 15, 2020

SUBJECT: Community Newspaper Boxes

RECOMMENDATION:

For information only.

BACKGROUND:

At the June 9, 2020 Committee of the Whole meeting Council supported the recommendation that staff work with *Kingston This Week* to establish protocols that address those areas where newspapers (that include ad bags) are left alongside municipal ditches and road allowances.

ANALYSIS/DISCUSSION:

Post Media have been working diligently to distribute the community newspaper boxes throughout South Frontenac. The following locations now have a community newspaper box on site:

Hamlet/Village	Location
Battersea	Battersea Ball Park – 5167 Battersea Road
Harrowsmith	Centennial Park – next to Canada Post mailboxes
Hartington	Princess Anne Community Centre – 5597 Road 38
Inverary	Inverary Post Office – 4048 Perth Road
Perth Road	Perth Road Store – 5504 Perth Road Cres
Petworth	Intersection of Garrison Court & Perth Road
Sunbury	Ormsbee’s Mercantile – 3814 Battersea Road
Sydenham	4432 George St – Outside of Sydenham Library
	Sydenham One Stop- 4431 Sydenham William Street
	Hillside Plaza – 2779 Rutledge Road
Verona	Foodland – 6145 Road 38
	Topper’s Convenience Store – 6834 Road 38

This change in delivery service will be communicated to the public through the weekly advertising banner in the Frontenac News, the Township’s website and social media. For those residents who will continue to have the newspaper delivered (left in their mailbox) we will be including the *Kingston This Week* contact information should they wish to temporarily suspend the service.

Kingston This Week has advised that there will still be some areas in the Township where, for safety of the delivery personnel and vehicular traffic, the newspaper must still be left at the end of a driveway or lane. At the time of writing this report it is unknown what those specific areas are or how numerous the deliveries in driveways will be. Following full implementation of the new system, should Council wish to eliminate newspaper deliveries in driveways entirely, staff will determine the appropriate legal mechanism to do so, and any implications of completely prohibiting this form of distribution.



INFORMATION REPORT
TO COUNCIL
CLERKS DEPARTMENT



FINANCIAL/STAFFING IMPLICATIONS:

Not at this time.

ATTACHMENTS:

None

Submitted/approved by:

Angela Maddocks, Clerk

Approved by:

Neil Carbone
Chief Administrative Officer



INFORMATION REPORT TO COUNCIL

OFFICE OF EMERGENCY MANAGEMENT



AGENDA DATE: December 15, 2020

SUBJECT: Emergency Management Program and Plan

RECOMMENDATION:

For information only.

BACKGROUND:

In accordance with the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9 (the "Act") and Ontario Regulation 380/04 (the "Reg"), every municipality in the Province of Ontario is required to:

- Develop and implement an emergency management program, which shall consist of:
 - an emergency plan;
 - training programs and exercises for employees of the municipality and other persons with respect to the provision of necessary services and the procedures to be followed in emergency response and recovery activities;
 - public education on risks to public safety and on public preparedness for emergencies; and
 - any other elements required by the standards for emergency management set under the Act or by Emergency Management Ontario;
- Designate an employee of the municipality or a member of the council as its emergency management program coordinator;
- Establish a municipal emergency program committee;
- Establish a municipal emergency control group;
- Establish an emergency operations centre to be used by the municipal emergency control group in an emergency; and
- Designate an employee of the municipality as its emergency information officer;

ANALYSIS/DISCUSSION:

In March 2020, the global COVID-19 Pandemic began to affect our region. At that time, the South Frontenac Emergency Control Group (MECG) met and Mayor Vandewal declared a municipal State of Emergency for the Township of South Frontenac as did the rest of the Kingston, Frontenac, Lennox & Addington Upper and Lower Tier municipalities.

The State of Emergency has remained in place since that time due to the circumstances regarding the pandemic. The MECG has continually met in the Emergency Operation Centre (EOC) in Council Chambers weekly to discuss and plan our responses to the COVID-19 Pandemic as it has evolved.

A weekly communique and update has been sent by the CAO to members of Council related to the updates and operational directives related to our response to COVID-19 and several Public Service Announcements (PSA's) have been released to the community to inform and educate the public on matters related to COVID-19 safety, public direction, clarification regarding municipal and provincial directives, and continuity of our municipal operations.



**INFORMATION REPORT TO
COUNCIL**

**OFFICE OF EMERGENCY
MANAGEMENT**



The emergency plan for the Township of South Frontenac has been initiated during the months of the COVID 19 Pandemic. The continued State of Emergency has allowed the MECG to activate the roles and responsibilities of personnel identified in the plan. The current situation has been a real life exercise of the plan and continues to provide guidance related to its content.

On Thursday November 24, 2020, all members of the MECG participated in a virtual training webinar hosted by the Queens University, Smith School of Business titled "Building a post pandemic workplace". This training provided insight into what workplaces and employees may face once the pandemic has subsided. This training session met the requirements for annual training of the members of the MECG.

On Thursday December 3, 2020, MECG members reviewed the listed municipal Hazard Identification Risk Assessment (HIRA) and our listed Critical Infrastructure (CI). The following Monday December 7, 2020, at the MECG meeting in the EOC, it was decided that no updates were required at this time to either document but post pandemic analysis may be required. This future analysis may increase the rating of pandemic situations in the HIRA and may highlight critical infrastructure that had not previously been identified.

SUMMARY:

The Township Community Emergency Management Coordinator (CEMC) believes that all the annual requirements for compliance with the EMCPA have been met for 2020 and will be preparing documents for submission prior to the December 31st, 2020 deadline.

STRATEGIC PLAN ALIGNMENT:

- **Strategic Priority #1** "Position South Frontenac as a Regional Leader"

FINANCIAL/STAFFING IMPLICATIONS:

None.

ATTACHMENTS:

- Township of South Frontenac Emergency Plan (2019 Update)

Submitted by:

Darcy W. Knott
Director of Fire and Emergency Services
Fire Chief / CEMC

Approved by:

Neil Carbone
Chief administrative Officer

Emergency Quick Reference Guide

- ⇒ Upon the arrival of three or more members, the Municipal Emergency Control Group (MECG) may initiate its function.
- ⇒ Ensure that all municipal departments have been notified and either activated or placed on standby. Each MECG member is responsible for their own department.
- ⇒ The Mayor must inform the Province of Ontario that the Township of South Frontenac has declared an emergency, and specify the nature of the emergency situation. The provision of a return contact number is required for communications purposes. The call is made to the Emergency Management Ontario.
- ⇒ Turn to individual responsibilities within the plan. Provide input and assistance as required.
- ⇒ Each member of the MECG will report and respond to immediate needs in accordance with the Operations Cycle format.

South Frontenac - Emergency Response Plan

Part 1 - Administration

Quick Reference Guide	1
Table of Contents	2
List of Appendices	3
Introduction	4
Aim	5
Authority	6
Plan Maintenance	7
Distribution List	8
Amendments	9

Part 2 – Emergency Operations

2.0	MECG Membership & Responsibilities	10
	Implementation	11
2.1	Emergency Op's Centre Procedures	12
2.2	Operations Cycle	13
2.3	Control Group (Responsibilities)	14
2.4	Mayor	15
2.5	CAO (Incident Commander)	16
2.6	Director of Fire & Emergency Services	17
2.7	Director of Public Services	18
2.8	CEMC	19
2.9	Director of Development Services/Evacuation Coordinator	20
2.10	Director of Corporate Services	21
2.11	Clerk – Emergency Information Officer	22

Part 3 – Emergency Support

3.0	Executive Assistant & Administrative Assistants	23
3.1	OPP Representative	24
3.2	EMS/Ambulance	25
3.3	Medical Officer of Health	26
3.1	Canadian Red Cross	27
3.2	Clergy	28
3.3	Board of Education	29
3.4	Legal Advisor	30

South Frontenac - Emergency Response Plan

Appendices

- Appendix A - Emergency Notification System
 - MECC
 - Members of Council
 - Outside Emergency Assistance
- Appendix B - Vital Services Directory
- Appendix C - Local Resources Directory
- Appendix D - Emergency Management Act, 2003
- Appendix E - Local Bylaw
- Appendix F - Hazard Identification & Risk Assessment
- Appendix G - Critical Infrastructure
- Appendix H - EOC Log's & Message Forms
- Appendix I - Declaration of Emergency Checklist
- Appendix J - Declaration of Emergency
- Appendix K - Termination of Emergency
- Appendix L - EOC Layout & Set-up Guide
- Appendix M - Guide to Emergency Media Relations
- Appendix N - Glossary of Terms

Introduction

The Emergency Plan for the Township of South Frontenac has been developed to reflect the public safety requirements of our community. The effective use and maintenance of this plan is reliant upon all concerned being aware of its provisions and prepared to fulfill their roles and responsibilities in the event of an emergency. Responsible individuals are expected to participate in emergency training, and exercises which will assist them in the fulfillment of their roles accordingly.

The directors of departments and agencies are expected to develop their own internal notification lists, procedures and contingency plans to fulfill their departmental or agency responsibilities.

Together we work to ensure that our community is prepared to respond to an emergency in the most effective manner possible.

Aim

The Aim of this plan is to protect the health, safety, welfare and property of our citizens, from the effects of a natural, technological or human caused emergency.

Authority

This Plan has been developed and will be implemented in accordance with the Emergency Management and Civic Protection Act, detailed in Appendix D, which is the Provincial statute under which all emergency management activities are conducted in the Province of Ontario.

Our By-law No. **2019-68** is the local authority for this plan and related activities. The By-law is itself “Appendix E” of this Emergency Plan.

Plan Maintenance

The Plan was written in 2004 and it is essential that it be kept current and viable by adherence to a maintenance schedule. Responsibility for the plan being kept up to date rests with the Community Emergency Management Coordinator who may delegate tasks accordingly.

The emergency telephone numbers will be reviewed on an annual basis.

The notification system will be tested annually.

The plan will be exercised once every year as a minimum requirement.

The Municipal Emergency Control Group shall receive training and participate in an exercise, once every year as a minimum requirement.

The Vital Services and/or Local Services Directory should be updated annually.

The Community Emergency Management Coordinator will determine the schedule under which the maintenance activities will be performed.

South Frontenac - Emergency Response Plan

Distribution List

Position/Location	Number of Copies
Mayor	1
CAO	1 *
OPP	1
Director of Fire & Emergency Services	1
CEMC	1 *
EMS / Ambulance	1
Fire Dispatch	1
Director of Public Services	1
Medical Officer of Health	1
Director of Corporate Services/Treasurer	1
Director of Emergency Services	1
Clerk – Emergency Information Officer	1
Emergency Management Ontario	2 *
Emergency Operations Centre	14 *

(* = complete copy of plan with Annexes)

South Frontenac - Emergency Response Plan

Emergency Response Plan Amendments

Amendment No.	Date of Amendment	Date Entered	Entered by
By-law 2006-11	January 24, 2006	January 24, 2006	Deidre Babcock
By-law 2006-11	April 23, 2007	April 23, 2007	Angela Maddocks
By-law 2010-03	January 12, 2010	January 12, 2010	Angela Maddocks
By-law 2010-03	April – May 2014	May 2014	Angela Maddocks
By-law 2018-64	September 11, 2018	October 2, 2019	Darcy Knott
By-law 2019-68	November 6, 2019	November 19, 2019	Darcy Knott

Part 2 Emergency Operations and Procedures

2.0 **Municipal Emergency Control Group (MECG) – Responsibilities and Procedures**

The Municipal Emergency Control Group is the group, which is responsible for the direction and control of the overall emergency response within the community. The MECG ensures the provision of the essential services necessary to minimize the effects of an emergency on the community.

The MECG is made up of the following members;

- Mayor
- CAO
- Director of Emergency Services /Fire Chief / CEMC
- Director of Public Services (*or alternate CEMC*)
- Director of Development Services/Evacuation Coordinator
- Director of Corporate Services/Treasurer
- Clerk/Emergency Information Officer

The following Affiliated Organizations and MECG member designates (alternates) will be invited to attend the MECG meetings as appropriate:

- OPP representative
- EMS/Ambulance
- Medical Officer of Health
- Executive Assistant
- Deputy Mayor
- Chief Building Official
- Assistant Fire Chief
- Technical Support Supervisor
- Deputy Treasurer
- Human Resources Officer

South Frontenac - Emergency Response Plan

IMPLEMENTATION:

Any member of the Municipal Emergency Control Group or one of the Affiliated Organizations or MCEG designates may request, through the CAO, that the Emergency Plan be implemented.

It is the responsibility of the agency that is first at the scene of an emergency to decide whether the emergency plan should be implemented. If the size or seriousness of the emergency is beyond the capability or responsibility of that agency, then the Emergency Plan will be activated. The Emergency Plan may be implemented in whole, or in part, based on conditions at the site or severity of the situation.

The CAO will immediately notify the Mayor and other members of the MCEG. Notification lists and procedures are located in Appendix A.

South Frontenac - Emergency Response Plan

2.1 **Emergency Operations Centre Procedures (EOC)**

The Emergency Operations Centre (EOC) has both a primary and a secondary or alternate location. During the notification process, direction as to which location members of the MECG will report to will be given. For example, members will be told that this is emergency plan activation and that they should report to the primary EOC immediately. The primary and secondary locations are geographically separated so that if one or the other is endangered or rendered non-functional as a result of the emergency situation the other should be safe and operational.

Primary EOC Location:

- Township of South Frontenac Council Chambers - 4432 George St, Sydenham, On

Primary Alternate EOC Location:

- Township of South Frontenac Public Services Facilities - 2490 Keeley Rd, Sydenham On.

Secondary Alternate EOC Location:

- South Frontenac Fire & Rescue Station 6 - 5855 Perth Rd, Perth Road, On

Alternate EOC Location:

- Ontario Provincial Police Detachment Office - 5282 Hinchinbrooke Rd, Hartington, ON

Upon receiving notification the CAO/Operations Officer will contact the administrative staff who has been assigned the task of setting up the EOC. The EOC will be set up and operational within one hour of activation. The Operations Officer will supervise the set up and ensure operational viability.

Upon arrival at the EOC, each MECG member/designate will;

- a. Sign In
- b. Check telephone/communications devices.
- c. Open personal log.
- d. Contact their own agency and obtain a status report.
- e. Participate in the initial briefing.
- f. Participate in planning initial response/decision making process.
- g. Pass MECG decisions on to member's agencies/areas of responsibility.
- h. Continue participation in the EOC Operations Cycle.

Upon leaving the EOC, each MECG member will;

- a. Conduct a hand over with the person relieving them.
- b. Sign out on the location board indicating where they can be reached.

Once the initial response is established, routines are put into place by the Incident Commander. The MECG functions most efficiently on a system known as an Operations Cycle.

South Frontenac - Emergency Response Plan

2.2

Operations Cycle

An operations cycle is how the MECG manages overall emergency operations. MECG members will come together usually around a planning board or map at which time they will in turn report their agencies' status to the Mayor and Operations Officer. It is essential that every member, covering each area of responsibility, be heard from during this process. The MECG is a team, and the actions taken by one, or the lack of action by one, may have a significant impact upon operations.

The round table discussion should include problems, questions, resources requests and any other relevant information so that timely informed decisions can be made as a group. Once the meeting is completed, the members should contact their agencies' and pass on any relevant information or directives that come out of the MECG meeting. The frequencies of the meetings are determined by the Operations Officer in conjunction with the Mayor, but should reflect the pace of the emergency and occur on a scheduled basis which may be adjusted accordingly.

During the period after the meeting and dissemination of information, members will be in the process of gathering information and preparing for the next scheduled meeting. MECG members use this time to follow up and ensure MECG decisions are being implemented. Each member is responsible for informing their respective agency of the schedule for MECG meetings. No calls are supposed to interrupt the proceedings. All calls must occur prior to or after the formal meetings of the MECG.

It is essential that the EOC is comfortable, has good communications and is secure from unnecessary distractions. Only MECG members and EOC support staff should have access to the EOC. No media are allowed into the EOC, nor is anyone who has not been authorized by the Operations Officer.

South Frontenac - Emergency Response Plan

2.3

Municipal Emergency Control Group (MECG)

The MECG is responsible for the following:

1. Implementing the Emergency Plan in whole or in part to respond to an impending, potential, or existing emergency.
2. Coordination and direction of Community resources used to mitigate the effects of an emergency.
3. Ensuring that the composition of the MECG is appropriate to mitigate the effects of a given emergency situation, by determining which, if any, ad-hoc members are required.
4. Advise the Head of Council regarding need for declaration or termination of an emergency.
5. Advising the Head of Council regarding requests for assistance from the Province, and the Federal Government.
6. Ensuring the provision of essential resources and services to support emergency response activities.
7. Coordination of services provided by outside agencies.
8. Appointing or Confirming an Emergency Site Manager.
9. Ensuring that the Public Information Officer is kept informed and up to date to facilitate the information flow to the media and the public.
10. Coordinating the evacuation of citizens who may be in danger.
11. Discontinuing utilities or services provided by public or private concerns, ie. Hydro, water, gas, closing businesses.
12. Appeals for volunteers.
13. Establishment of advisory subcommittees to work on specific problem areas related to the emergency, as required.
14. Authorization of expenditures during the emergency; provision for cost accounting and facilitation of cost recovery.
15. Maintenance of an operational log detailing the group's decisions and activities.
16. Deactivating the plan, and notifying all of those who had been notified of its activation.
17. Conducting and participating in a debriefing, generating a post-emergency report and implementing recommendations for improvement of the emergency response plan.

South Frontenac - Emergency Response Plan

2.4

Mayor

The Head of Council, or designate, is responsible for:

- a. Declaration of an Emergency.
- b. Termination of an Emergency.
- c. Notifying the Province of Ontario of the declaration of emergency, and termination of the emergency. (*Contact made through Emergency Management Ontario*)
- d. Take such action and make such orders, as considered necessary and not contrary to law, in order to protect the health, safety, welfare, environment and property of residents in the Township of South Frontenac.
- e. Ensuring the members of Council are advised of the declaration and termination of an emergency, and are kept informed of the emergency operational situation.
- f. Ensuring that the local MPP and MP, neighboring municipalities and the County are advised of the declaration and termination, and kept informed of the emergency situation.
- g. Approving all major announcements and media releases prepared by the Emergency Information Officer, in conjunction with the CAO & Control Group.
- h. Maintain a personal log.

South Frontenac - Emergency Response Plan

2.5

CAO / Incident Commander

The CAO is referred to as the “Incident Commander” for emergency purposes. The responsibilities of the Operations Officer (*or alternate*) are:

- a. Activating the emergency notification system.
- b. As the Incident Commander, coordinating all operations within the Emergency Operations Centre, including the scheduling of regular meetings.
- c. Chair meetings of the Municipal Emergency Control Group.
- d. Advising the head of council on policies and procedures, as appropriate.
- e. Approving, in conjunction with the head of council, major announcements and media releases prepared by the Emergency Information Officer, in conjunction with the MCEG.
- f. Ensuring that a communication link is established between the MCEG and the Emergency Site Manager.
- g. Calling out additional staff as required.
- h. Maintaining a master record of all events and actions taken. (main events board)
- i. Maintaining a personal log.

South Frontenac - Emergency Response Plan

2.6

Director of Fire & Emergency Services

The Director of Fire and Emergency Services, or designate, is responsible for:

- a. Activating the emergency notification system.
- b. Providing the MCEG with the information and advice on fire fighting and rescue matters.
- c. Establishing an ongoing communications link with the senior fire official at the scene of the emergency.
- d. Initiating Mutual Aid as required.
- e. Determining if additional or specialized equipment is required ie. Protective suits, CBRN team, etc.
- f. Coordinating or providing assistance with, rescue, first aid, casualty collection, evacuation etc.
- g. Providing an Emergency Site Manager (ESM) as required.
- h. Maintain a log.

South Frontenac - Emergency Response Plan

2.7 **Director of Public Services**

The Director of Public Services or alternate is responsible for;

- a. Activating the emergency notification system.
- b. Providing the MCEG with information and advice on Public Works matters.
- c. Ensure Municipal facilities are available for evacuation or reception center purposes if required.
- d. Liaison with the senior public works officers from the neighboring community(s) to ensure a coordinated response.
- e. The provision of engineering assistance.
- f. The construction, maintenance and repair of public roads.
- g. Assistance with road closures and/or roadblocks.
- h. Maintenance of sanitation and a safe supply of potable water, as required.
- i. The provision of equipment for emergency pumping operations.
- j. Discontinuing any public works service to any consumer, as required, and restoring these services when appropriate.
- k. Liaise with Electrical utilities.
- l. Providing public works vehicles and resources to any other emergency service, as required.
- m. Maintain liaison with flood control, conservation and environmental agencies and being prepared to take preventative action.
- n. Providing an Emergency Site Manager (ESM) if required.
- o. Maintain a log.

South Frontenac - Emergency Response Plan

2.8

CEMC

The Community Emergency Management Coordinator is responsible for:

- a. Activating the emergency notification system.
- b. Provide information, advice and assistance to members of the MCEG on Emergency Management programs and principles.
- c. Provide direction to EOC support staff as required in support of the Control Group, and ensure proper set-up and operation of the EOC.
- d. Maintain Emergency Response Plan in accordance with requirements of the Emergency Management Act.
- e. In conjunction with the CAO, coordinate a post-emergency debriefing and assist in the development of a final report to Mayor and Council.
- f. Maintain a personal log.
- g. The Director of Fire & Emergency Services is appointed as the Primary CEMC.

South Frontenac - Emergency Response Plan

2.9

Director of Development Services - Evacuation Coordinator

The Director of Development Services - Evacuation Coordinator or alternate is responsible for;

- a. Ensuring or arranging for the care, feeding and temporary shelter of evacuees.
- b. Management of reception and evacuation centres.
- c. Liaison with the Medical Officer of Health in areas regarding public health in evacuation centers.
- d. Liaison with the public and separate school boards regarding the use of school facilities for reception and evacuation centers if required.
- e. Liaison with Canadian Red Cross if required.
- f. Liaison with local volunteer groups regarding care of citizens at local reception or evacuation centers.
- g. Maintain a personal log.

South Frontenac - Emergency Response Plan

2.10 Director of Corporate Services/Treasurer

The Director of Corporate Services/Treasurer is responsible for;

- a. Documentation of expenditures, accounts payable and receivable.
- b. Advice regarding all financial aspects of an emergency.
- c. Open and maintain the Main Event board.
- d. Other duties as assigned by CAO/Incident Commander.
- e. Maintain a personal log.

South Frontenac - Emergency Response Plan

2.11

Clerk - Emergency Information Officer

The Public Information Officer is responsible for;

- a. Notifying information centre staff.
- b. Ensuring that the Information Centre is set up and operational.
- c. Initial and subsequent media releases, subject to approval by the Mayor and Operations Officer.
- d. Establish and maintain linkages with provincial, county and industry media officials as appropriate.
- e. Coordinate interviews and media conferences.
- f. Designate a site media spokesperson as appropriate.
- g. Ensuring set up and staffing of public inquiry lines.
- h. Coordination of public inquiries.
- i. Monitoring news coverage.
- j. Maintaining copies of all media releases.
- k. Maintain a personal log.

South Frontenac - Emergency Response Plan

3.1

OPP representative – Affiliate Member

The Ontario Provincial Police Representative or alternate is responsible for:

- a. Activating the emergency notification system.
- b. Establishing and maintaining ongoing communications with the senior police representative at the emergency site.
- c. The provision of traffic control to facilitate the movement of emergency vehicles.
- d. Co-ordination of evacuation routes.
- e. The protection of life and property and the provision of law and order.
- f. Ensure perimeter security and crowd control at emergency site.
- g. The provision of police services in evacuation centres, morgues, and other facilities as required.
- h. Notifying the coroner of fatalities.
- i. Liaison with external police agencies, as required.
- j. Providing an Emergency Site Manager if requested to by the MECG.
- k. Maintaining a log.

South Frontenac - Emergency Response Plan

3.2

EMS / Ambulance – Affiliate Member

The EMS/Ambulance representative is responsible for:

- a. Activating the emergency notification system.
- b. Providing the MECG with information and advice on treatment and transport of casualties.
- c. Liaise with the Medical Officer of Health, area hospitals, police and fire officials during an emergency situation.
- d. Alert all staff using the Provincial Health Emergency Alert System.
- e. Take charge of casualties within the emergency area and be responsible for triage, lifesaving care, and the transport to area hospitals.
- f. Maintain a personal log.

South Frontenac - Emergency Response Plan

3.3 Medical Officer of Health – Affiliate Member

The Medical Officer of Health, or designate, is responsible for:

- a. Acting as a coordinating link for all emergency health services at the MCEG.
- b. Liaison with the Ontario Ministry of Health, Public Health Branch.
- c. Liaison with the ambulance service representatives.
- d. Liaison with the Community Care Access representative.
- e. Providing advice on any matters, which may adversely affect public health.
- f. Providing authoritative instructions on health and safety matters to the public through the Public Information Officer.
- g. Coordinating the response to disease related emergencies or anticipated emergencies such as epidemics, according to Ministry of Health policies.
- h. Ensuring liaison with voluntary and private agencies, as required, for augmenting and coordinating public health resources.
- i. Ensuring coordination of all efforts to prevent and control the spread of disease during an emergency.
- j. Ensuring the safety of drinking water in conjunction the public works representative.
- k. Liaison with the senior social services representative regarding health services in evacuee centres.
- l. Maintain a log.

South Frontenac - Emergency Response Plan

3.4 Canadian Red Cross - Responsibilities

- a. Upon receiving notification, activate the local Red Cross Emergency Response Plan.
- b. Provide support to the emergency response.
- c. Provide registration and inquiry services if required.
- d. Assist Ambulance personnel at first aid stations established at reception centres, on an as-need basis.
- e. Liaise with Regional Red Cross to access additional resources.
i.e. Emergency Response Team.
- f. Establish and maintain contact with the Director, Social Services in the EOC to coordinate activities.

South Frontenac - Emergency Response Plan

3.5

Clergy Responsibilities

- a. Provide for multi-denominational religious observances.
- b. Establish visitations to evacuees in evacuation centres on a scheduled basis.
- c. Provide guidance to the MCEG regarding matters of a religious nature.
- d. Provide advice regarding care of the deceased in areas which relate to religious observances.
- e. Liaise with Director, Social Services regarding the use of churches and related facilities for reception and evacuation centres.

South Frontenac - Emergency Response Plan

3.6 **Boards of Education - Responsibilities**

- a. Provide schools for reception centres.
- b. Provide schools for evacuation centres.
- c. Provide access to school facilities in accordance with the agreement regarding access/use of schools by the municipality in the event of an emergency for reception and evacuation facilities.
- d. Provide liaison with the Director, Social Services and the MCEG.

South Frontenac - Emergency Response Plan

3.7

Legal Advisor - Responsibilities

- a. Provide legal opinions and advice to the MCEG as required.
- b. Provide legal representation as required.

**TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2020-76**

**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 special Council Meeting of December 15, 2020 be confirmed.
2. Execution by the Mayor and the Clerk 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 15 day of December, 2020.

Read a first and second time this 15 day of December, 2020.

Read a third time and finally passed this 15 day of December, 2020.

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

Ron Vandewal, Mayor

Angela Maddocks, Clerk