

**TOWNSHIP OF SOUTH FRONTENAC
COUNCIL MEETING
AGENDA**



TIME: 7:00 PM,
DATE: Tuesday, March 17, 2020
PLACE: Council Chambers.

1. Call to Order
 - a) Resolution
2. Declaration of pecuniary interest and the general nature thereof
3. Approval of Agenda
 - a) Resolution
4. Scheduled Closed Session - not applicable
5. ***Recess*** - not applicable
6. Delegations
 - a) James Patenaude, Philip Emon and Jim Miller, Utilities Kingston, re: 2019 Annual Compliance Report for the Sydenham Water Treatment Plant 4 - 11
7. Public Meeting - not applicable
8. Approval of Minutes
 - a) March 3, 2020 Council Meeting 12 - 19
 - b) March 10, 2020 Committee of the Whole Meeting 20 - 24
9. Business Arising from the Minutes
 - a) Notice of Motion - Tree Cutting along lake shorelines 25
10. Reports Requiring Action
 - a) Approve Transfer Payment Agreement (TPA) with the Ontario Ministry of Municipal Affairs and Housing (MMAH) 26 - 50
 - b) SFFR Medical Rapid Response Vehicles 51 - 52
 - c) Lyons Landing - Rezoning of Lots 22 to 32, Plan 13M-56 (See By-law 2020-13) 53 - 55

d)	McGibbon Rezoning - Concession 13, Pt Lot 5, 4462 Wilmer Road (See By-law 2020-14)	56 - 57
e)	Extension of Due Date for Interim Taxes (See By-law 2020-15)	58
11.	<u>Committee Meeting Minutes - not applicable</u>	
12.	<u>By-laws</u>	
a)	By-law 2020-13 - Rezone Plan 13M-56, Lots 22 -to 32, to Residential Special Provision (R- 30) Zone	59 - 61
b)	By-law 2020-14 - Rezone Conc 13 Part Lot 5, to Rural - Special Provision Zone (RU-5) 4462 Wilmer Road	62 - 64
c)	By-law 2020-15 - Amend 2020-04 - Interim Tax By-law	65
13.	<u>Reports for Information</u>	
a)	Notice of Motion - Resolution 2019-34-04 - Status of Johnston Point Plan of Condominium	66 - 105
b)	Tender No. FD-2020-01 - 2020 4 X 4 Mid Sized SUV	106 - 107
c)	Emergency Management Compliance 2019	108 - 109
d)	2019 Development Charges Reporting	110 - 111
e)	Accounts Payable and Payroll Listing	112 - 122
14.	<u>Information Items - not applicable</u>	
15.	<u>Notice of Motions</u>	
16.	<u>Announcements/Statements by Councillors</u>	
17.	<u>Question of Clarity (from the public on outcome of agenda items)</u>	
18.	<u>Closed Session</u>	
a)	As permitted by Section 239 (3.1) of the Municipal Act, Council will move into closed session for the purpose of educating or training Council members.	
b)	Verbal Update from the Chief Administrative Officer	
c)	Move out of Closed Session	
19.	<u>By-law</u>	
a)	By-law 2020-16 - Delegation of Authority	123
20.	<u>Confirmatory By-law</u>	
a)	By-law 2020-17	124

21. Adjournment

a) Resolution

Natural, Vibrant and Growing - A Progressive Rural Leader.



Utilities
Kingston

ANNUAL SUMMARY REPORT 2019

SYDENHAM WATER TREATMENT PLANT

WATERWORKS NUMBER: 260069290

Reporting Period

January 1, 2019 – December 31, 2019

Submitted by:
Jim Keech, Professional Engineer
President & C.E.O.



ANNUAL SUMMARY REPORT 2019

SYDENHAM WATER TREATMENT PLANT

WATERWORKS NUMBER: 260069290

This annual summary report has been prepared as required under Ontario Regulation 170 03 of the Safe Drinking Water Act to acknowledge compliance with the terms and conditions of the Drinking Water Works Permit (DWWP) and Municipal Drinking Water Licence (MDWL) issued for the Sydenham Water Treatment Plant, to comment on any incidents of non-compliance during the reporting period, to summarize the quantities of the water supplied and to compare the summaries to the rated capacity and flow rates approved in the system's permits and approvals during the reporting period.

This report is specific to the Sydenham Water Treatment Plant (WTP) located at Point Rd. in Sydenham, and its associated distribution system which serves Sydenham's municipal water customers in the village of Sydenham. The WTP and its associated distribution system are owned by the Township of South Frontenac, with Utilities Kingston acting as the operating authority.

Non-Compliance with Terms and Conditions of the DWWP and MDWL

There were no incidences of non-compliance during this reporting period.

Compliance with the Terms and Conditions of the DWWP and MDWL

The Treatment Group of Utilities Kingston, for the Township of South Frontenac, operates and maintains the Sydenham Water Treatment Plant (WTP) and complies with the terms and conditions of the Drinking Water Works Permit (DWWP) and Municipal Drinking Water Licence (MDWL) issued for the WTP. The Underground Infrastructure Department and the Treatment Group of Utilities Kingston operate and maintain the associated distribution system and storage facilities. Staffing is maintained at levels to ensure adequate numbers of trained and licensed personnel are available for proper operations during emergency or upset conditions, vacation/sick relief, or to deal with equipment breakdown.



Quality management systems, contingency plans and operations manuals are established and are located in the appropriate facilities and available to appropriate staff.

A quality management system (QMS) for the Township of South Frontenac's drinking water supply systems has been developed and implemented by Utilities Kingston management and staff to ensure the continued safety and security of the community's drinking water by meeting or exceeding the requirements of all relevant legislation and regulations, and the Drinking Water Quality Management Standard.

Operations manuals include information necessary for the day to day operations and maintenance of the WTP and distribution system as well as information that may not be regularly used but that might be required to be accessed quickly for various purposes. Contingency plans include information that may be required for proper operation of the WTP or distribution system during emergency or upset conditions, and contain items such as emergency plans and contact lists, alternate materials supply sources and notification lists.

The operations strategy of Utilities Kingston includes: ensuring that permits and approvals are in place, that efficient maintenance and operations ensures the quality of water supplied to its customers meets or exceeds the minimum requirements as set out in the Safe Drinking Water act, and that permissible flow rates are not exceeded. The Township of South Frontenac, as a means of source water protection, considers the impact of decisions made within its authority on the drinking water supply source for the WTP.

Flow measuring devices for measuring the amount of water taken from Sydenham Lake, and the amount of water supplied to the distribution system are calibrated annually by a third party. Accuracy in these measurements ensures that treatment chemicals are precisely applied and that flows do not exceed the capacity at which the WTP is designed to be effective. These flows are recorded to provide current and historical information which is used for operational decision making, and to allow both the public and the Ministry of the Environment, Conservation and Parks (MECP) the ability to review WTP operations.

Water quality analyzers that monitor parameters such as chlorine residual and turbidity of critical process streams and of the water directed to the distribution system are alarm equipped and are maintained in accordance with the manufacturer's recommendations as well as the conditions of the DWWP and MDWL.

Water sampling is conducted to the minimum requirements of schedule 13 of Ontario Regulation 170 03 of the Safe Drinking water Act. Raw water sampling is conducted to give operational staff information required to determine the level of treatment to make the water potable. In-plant process stream samples provide monitoring of treatment processes. Treated and distribution system sampling provides information regarding the quality of water delivered to customers. All of these samples are analyzed by either licensed staff or by laboratories accredited by the Standards Council of Canada through the Canadian Association for Environmental Analytical Laboratories.



All sampling information, annual reports, and all other documentation required by the DWWP, DWML and regulations are available for public viewing on the Utilities Kingston website as well as at the Utilities Kingston and Township of South Frontenac offices. Residents of the village of Sydenham are encouraged to review this information, the availability of which is advertised through various local media.

Notifications of Adverse Water Quality Results

Under Ontario Regulation 170 03, notifications are required for any instances where a sample result indicates that a parameter used to measure water quality exceeds a Maximum Acceptable Concentration (MAC). Once a notification is received from a laboratory, corrective action as dictated by the regulations is initiated in an effort to confirm the initial result. If confirmed, further action may be recommended by the Medical Officer of Health. If not confirmed, sampling will typically return to the normal schedule or depending on the parameter, Utilities Kingston may choose to increase the sampling frequency to more closely monitor the parameter for a period of time.

Summary of the Quantity of Water Supplied During the Reporting Period

Listed in Table 3 following this report are the treated water flows for the Sydenham Water Treatment Plant for the year 2019. The typical Canadian average water usage per person is 220 litres per person per day (source: Stats Canada 2017). Once all services to the water distribution system are completed, an accurate calculation of water usage per person for the village of Sydenham can be calculated.

Summary of Flow Rate Exceedances

There were no instances during this reporting period where daily total flows exceeded the maximum allowable flow rate of 1290 m³/d. Listed in Tables 1 & 2 following this report are the raw water flows (water taken from Sydenham Lake) for the Sydenham Water Treatment Plant for the year 2019.



Summary of Treatment Chemicals Used

There are three treatment chemicals in use at this treatment plant. Sodium Hypochlorite is used for primary disinfection, XL1900 (Polyaluminum Chloride) used as the coagulant and Ammonium Sulphate combined with Sodium Hypochlorite to form chloramines for secondary chlorination for the WTP.

Sodium Hypochlorite is dosed at the treatment plant at a rate which ensures that an adequate chlorine Contact Time (CT) value is maintained for the rate of flow. Average chlorine dosages for this treatment plant are approximately 4.21 mg/l. Ammonium Sulphate is added at an approximate rate of 3.5:1 ratio (chlorine/ammonia) to react with the free chlorine to form chloramines for secondary chlorination. An adequate chloramines residual is maintained at those points in the distribution system that are farthest from the point of entry of treated water to the system. Residuals are routinely measured in the distribution system and the treatment plant chlorine dosages are adjusted as required to meet the distribution system target residuals and the required CT values.

Typically XL1900 (Polyaluminum Chloride) dosages for this treatment plant were in the range of 15 – 20 mg/l. This dosage is also adjusted to ensure efficiency in the coagulation process as various changes occur in the raw water. Changes are based on things such as filter head loss, pH, temperature, turbidity, and the aluminum residual in the treated water.

Summary

The Sydenham Water treatment Plant supplied water to residents of Sydenham at rates which allowed adequate treatment while not exceeding permitted flows. Water of good quality which is safe to drink was produced by the treatment plant during this reporting period. Further information is available for this system and is included in the annual reports which can be accessed from the Utilities Kingston Website at www.utilitieskingston.com or is available at the Township of South Frontenac offices. For further information about this report or any questions regarding accessibility contact Megan Lockwood at mlockwood@utilitieskingston.com , or call 613-546-1181 Ext 2 2 9 1.



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Sydenham Water Treatment Plant - **Raw Water Flows** 2019
Cubic meters per day

Day	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1		198		172	238	265	389	42		293		
2			229	261	167	191	2	213	294		185	307
3	270	230	173	3	297	1	248	347	316	258	303	239
4	234	143			547	315	305			463	2	1
5		193	231	293	523	133				133		
6		270	138	191	315	142	282	292	314		299	325
7	284	172			24	217	139	406	265	232	247	252
8	211	252	190			214	2			243		
9	1	147	199	239	321		307			1	248	
10		250		294	282	290	330	92	303	217	326	296
11	284	211		62		318		441	401	364		263
12	342	139	286		135	119		3			201	
13		251	186		348	161	340		212		331	284
14				137	4	408	297	294	178	337		159
15	302	119	284	101	288		3	220		360		
16	238	184	52	152	283				252		313	278
17	10			125	196	264	347	76	359		237	176
18	60	177	304	164		288	313	478	189	328		1
19	388	244	95	218	269	149		1	427	207	185	268
20		5	274	181	202	276					341	227
21		238		216		302	293	297				
22	229	144	10	144	278		418	206	211	322	256	
23	221		459	176	208	288			350	338	206	312
24	1	234		253		229	258					239
25	223	270		194	272		165	306	1	91	187	
26	134		307	193	150	310		507	190	482	381	
27		272	133	198		370	113	56	439	6	1	301
28	283	75		201	172		477			1	180	295
29	93		271	201	479		162	316		267	341	
30			126	183	91	295	162	146	249	488		186
31	208				1		175			163		268
Total	4,016	4,418	3,947	4,552	6,090	5,545	5,527	4,739	4,950	5,594	4,770	4,677
Avg. Day Production	201	192	208	182	244	241	240	237	275	254	239	234
Average	130	158	127	152	196	185	178	158	165	180	159	151
Min												
Max	388	272	459	294	547	408	477	507	439	488	381	325
PTTW Amount		1,290 m³/day										
							Yearly Average	162				
							Average Day Production	228		Yearly Total	58,825	
							Yearly Min					
							Yearly Max	547				



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Sydenham Water Treatment Plant - Peak (Raw) Flows 2019
 Litres per minute

Day	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1		392		481	479	488	430	461		456		
2			462	385	399	380	468	505	481		455	486
3	474	473	391	468	437	474	487		455	450	431	495
4	431	358			444	480	446			506	448	392
5		488	474	472	501	391		528		451		
6		389	443	384	493	443	474	531	465		483	483
7	480	463			356	195	385		429	469	410	410
8	431	395	455			388	479			443		
9	470	468	396	483	446		476	468		466	480	
10		394		457	405	453	434	454	460	464	413	468
11	478	478		375		390		459	499	456		415
12	439	390	471		442	459					470	
13		482	382		430	482	451	472	454		443	476
14				451	353	387	399	532	542	467		402
15	473	469	464	462	438		462			494		
16	447	408	387	490	420			448	470		468	480
17	457			464	389	479	470	424	603		433	416
18	453	473	467	475		454	400	387	441	447		476
19	427	385	386	451	453	489			453	444	475	472
20		477	489	439	383	515		507			417	404
21		475		451		519	472	464				
22	465	385	468	463	469		399		435	468	457	
23	445		391	459	387	481	166		452	441	414	481
24	469	465		437		394	480	468		3		418
25	477	430		435	476		405	470	448	488	473	
26	427		469	456	375	475		444	449	460	417	
27		479	376	467		460	458		465	444	440	453
28	467	398		451	484		450	486		441	495	423
29	427		445	461	440		455	409		473	461	
30			378	457	410	472	449		468	471		458
31	470				436		392			455		412
Max	480	488	489	490	501	519	487	532	603	506	495	495

PTTW Amount **1,344 litres/ minu**
 or **1,290 m³/day**

Yearly Average
 Average Day Production
 Yearly Min
 Yearly Max **603**



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Sydenham Water Treatment Plant - **Treated Water Flows** 2019
 Cubic meters per day

Day	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1		151		167	172	264	330	225		229		
2			224	203	167	134		277	293		186	347
3	270	246	142		321		254		256	253	248	212
4	198	104			506	297	215			416		
5		205	225	289	458	104		281	9	95		
6		212	116	156	263		258	331	18		294	313
7	283	190			81	228	108		227	236	186	198
8	161	179	182			150				179		
9		157	173	217	231		308	88			236	
10		208		268	241	192	263	380	265	210	244	309
11	289	222		38		272			324	289		202
12	281	103	281		141						198	
13		224	148		271	149	327	293	215		292	282
14				109		351	223	172	110	322		108
15	285	115	283	104	279					312		
16	173	155	21	130	234			85	239		298	277
17	2			137	153	259	319	415	17		168	136
18	53	179	311	154		164	270		188	306		
19	353	188	51	175	260				631	164	178	261
20			241	178	158	245		298			235	176
21		245		172		255	275	132				
22	236	101	27	162	264		320		202	315	232	
23	169		401	175	156	297			297	241	147	295
24		225		173		156	261	233				193
25	230	245		168	282		101	413		92	174	
26	101		305	170	96	297		18	198	399	266	
27		260	82	165		296	95		362			287
28	310	55		167	166	346	417	293		3	168	252
29	33		258	172	400		74	109		266	294	
30			100	169	35	271	150		243	418		182
31	211						134			116		186
Total	3,638	3,969	3,571	4,018	5,335	4,727	4,702	4,043	4,094	4,861	4,044	4,216
Avg. Day Production	202	180	188	167	232	236	235	238	227	243	225	234
Average	117	142	115	134	172	158	152	135	136	157	135	234
Min												108
Max	353	260	401	289	506	351	417	415	631	418	298	347
					Yearly Average		149					
					Average Day Production		216			Yearly Total	51,218	
					Yearly Min							
					Yearly Max		631					
CoA Amount		1,290 m³/day										

Minutes of Council
March, 3, 2020

Time: 7:00 PM

Location: Council Chambers



Meeting # 6

Present: Mayor Ron Vandewal, Pat Barr, Ray Leonard, Doug Morey, Alan Revill, Norm Roberts, Randy Ruttan, Ron Sleeth, Ross Sutherland

Staff: Neil Carbone - Chief Administrative Officer, Angela Maddocks - Clerk, Claire Dodds - Director of Development Services, Tom Berriault - Chief Building Official

1. Call to Order

a) Resolution

Resolution No. 2020-6-01

Moved by Councillor Sleeth Seconded by Councillor Morey

That the Council meeting of March 3, 2020 be called to order at 7:00 p.m.

Carried

2. Declaration of pecuniary interest and the general nature thereof

a) Councillor Barr declared a pecuniary interest with respect to Agenda Item 13 a) Accounts Payable and Payroll Listing.

b) Councillor Leonard declared a pecuniary interest with respect to Agenda Item 13 a) Accounts Payable and Payroll Listing.

3. Approval of Agenda

a) Resolution

Resolution No. 2020-6-02

Moved by Councillor Sleeth Seconded by Councillor Morey

That the agenda for the March 3, 2020 Council meeting be approved as presented.

Carried

4. Scheduled Closed Session - n/a

5. ***Recess*** - not applicable

6. Delegations - not applicable

7. Public Meeting

a) Statement and Resolution

The Clerk provided direction to those in attendance about the process to make written submissions before the by-law is passed, how to request to be added to the notification list and the process to appeal the decision of Council to the Local Planning Appeal Tribunal.

Resolution No. 2020-6-03

Minutes of Council
March, 3, 2020

Moved by Councillor Morey Seconded by Councillor Sleeth

That a public meeting be held to provide an opportunity for input on planning matters related to:

- Rezoning Application Z-19/11 - Plan 13M-56, Lots 22- 32, Lyons Landing, Storrington District
- Rezoning Application Z-20/01 - Concession 13, Pt Lot 5, 4462 Wilmer Rd, Loughborough District

Carried

- b) Z-19/11-Zoning By-law Amendment for Plan 13M-56 Lots 22-32 - Lyons Landing - (Garrison & Card)

Claire Dodds explained that the developer is requesting the front yard setback be reduced to 10m (33 feet) to allow for the construction of a dwelling and septic system closer to the street than the existing R-10 zoning permits. This change would allow a house to be built on the more level portion of these lots and avoid the need to excavate into the toe of the slope that separates the rear of Lots 22-32 (inclusive) on Kona Crescent from the lots they back onto on Kahala Court. She noted that when the lots were rezoned to R-10 in 2004, the significant topographic constraints on these lots were not considered when the 20m front yard setback was applied to Phase 2 of Lyons Landing Plan of Subdivision. Applying the existing R-10 zone provisions to Lots 22-32 makes these lots significantly more difficult and costly to develop.

The site plan prepared by Josselyn Engineering (dated January 21, 2020) illustrates how the placement of the building envelope including septic and private well will be accommodated relative to the toe of the slope with the reduced 10m front yard setback.

The proposed Residential Special Provision Zone (R-30) will establish a minimum front yard setback of 10m (33 feet). All other setbacks (10m side & rear yard) and frontage (55m) for Lots 22 to 32 (inclusive) will be the same as the distances that apply to lots zoned R-10 on the south of Kona Crescent.

This application is supported by the regulation and guidelines set out in Provincial Policy Statement. The County of Frontenac Official plan and the Township of South Frontenac's Official Plan and Zoning By-law. There were no objections received from agency circulation and no formal comments received from the public at the time the report was prepared.

Deputy Mayor Sutherland wondered about the possibility of communal servicing given the proximity to other development. Claire Dodds noted that communal servicing would be outside the scope of this application as these lots infill this subdivision.

Councillor Sleeth was concerned about run-off due to the reduced setback. Ms. Dodds indicated that the developer is able to demonstrate adequate separation distance.

Councillor Revill asked if the Director had been to the site. Ms. Dodds indicated that she had attended the site and found some variation in topography on these lots but that the drawing provided an accurate portrayal of the toe of the slope.

Mayor Vandewal asked if some of the lots could be built on without the rezoning and Ms. Dodds confirmed that development could occur however the building envelope would not be ideal to have a septic system so close to the slope at the rear of these lots.

John Williamson, owner of property to the north of Lyons Landing had no objection to the rezoning but wished to note the drainage ditch near the tree

Minutes of Council
March, 3, 2020

line. He was concerned about the lot sizes and run-off. He stated that there are already well problems in the area and the lots to the east will drain to the lake.

Claire Dodds confirmed Mayor Vandewal observation that the lot lines cannot be changed now, the lots exist in an approved subdivision. She noted that the zoning would be approached differently if this was a brand new application, however this scenario provides minimal impact.

John Mills, 1068 Kona Crescent noted that he understand the reason for the rezoning and the financial aspect of developing the lots and the need to limit blasting. It makes sense to build on a flatter surface. He moved to the area in December 2019 and likes the rural setting. While he felt it should have been considered back in 2004, in order to maintain the rural character he suggested a visual buffer (trees) be required between Kona and Kahala. He felt that the reduced setback will result in two storey dwellings being constructed on these lots and expressed concern about light pollution.

Don Lawrence, living on Kam Avenue, was concerned about adequate parking with the reduced front yard setback. He felt it was typical in rural areas to have "toys" and there is a need to ensure there is parking space available for other types of vehicles.

Michael Lessard, 1029 Kam Avenue, noted that his own house is setback farther and he wants to make sure the rural character is maintained. He felt the reduced setback would necessitate 2 storey homes which he felt are not rural. He expressed concern about run off between the ditches and septic. He noted that the developer has already drilled wells on most of these lots. He wondered about the drainage of the lots on the southeast part as they are close to the lake and there is an existing drop off.

Claire Dodds noted that the lots on the east side of Kona Crescent encroached within the 120 metre buffer. of the provincially significant wetland. She explained that this change to the front yard moves the building envelope a little further away from the wetland.

Councillor Ruttan asked for clarity as he felt these lots were being developed this way to be more feasible and cheaper for the developer. Ms. Dodds explained that it is not the township's role to assess the costs to the developer, but to evaluate the proposal put forward based on good planning principles. The 10 metres gives a viable building envelope and consideration to the overall impact on existing lots.

Councillor Ruttan asked about the run off concerns and if there is a drainage plan. He asked if neighbours would be able to comment at the building permit application stage. Claire Dodds explained that building permit applications are not subject to public comment and are not required to be circulated. There is nothing that prohibits a two storey dwelling currently, and the septic grading will be addressed at the time the building permit is applied for.

Mayor Vandewal agreed that this approach has the least amount of impact; there will not be any blasting required.

Councillor Sleeth asked if any of the lots could accommodate the house to be constructed further back.

Claire Dodds suggested that more analysis of the lots could be required and that the feedback from the public comments will be considered. There is still a need to meet side lot setbacks. She indicated that she can't speak to why this was not asked for in 2004 but is looking for a workable solution at this time to facilitate these lots to be built on.

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March, 3, 2020

- c) Z-20/01- Zoning By-law Amendment for Concession 13, Lot 5 - 4462 Wilmer Rd (McGibbon)

Claire Dodds explained that the property at 4462 Wilmer Road is currently zoned Rural – Special Provisions (RU-42), this zoning was put in place in 2010 to permit a second residential unit in an accessory building for a temporary period of 3 years. The owners would like to continue to keep the existing second residential unit on the property and have now submitted an application requesting the zoning change on the property from the existing Rural – Temporary Zone (RU-42) to a new Rural – Special Provision zone (RU-58) to allow them to permanently keep this second residential unit on the property. The property is a 17 acre rural residential property that includes a single detached dwelling, barn, shed and garage. The second residential dwelling is located within the existing garage on the property and shares water, hydro and septic services with the primary residential unit and is accessed with the same driveway as the existing single detached dwelling on the property. Ms. Dodds spoke to the changes the Province made in 2016 to the Planning Act to allow second units in designations or zones that permit detached, semi-detached or row houses, as well as in accessory structures provided there is not already a second unit in the primary dwelling. South Frontenac will be establishing a policy to permit second units in both the Official Plan Update and Zoning By-law but presently this is the process in place to address the secondary unit. There were no objections to this application from either KFL& A Public Health or CRCA.

Mayor Vandewal noted his concern about trying to separate the two units in the future.

Claire Dodds indicated in this scenario the second unit shared the same driveway, septic systems and well and the buildings are clustered together. This layout is unlikely to put future pressure for a consent to separate the 2 units.

There were no comments from the public.

- d) Resolution

Resolution No. 2020-6-04

Moved by Councillor Morey Seconded by Councillor Sleeth

That having provided an opportunity for input on planning matters, the public meeting be closed.

Carried

8. Approval of Minutes

- a) February 18, 2020 Council Meeting

Resolution No. 2020-6-05

Moved by Deputy Mayor Sutherland Seconded by Councillor Barr

That the minutes of the February 18, 2020 Council meeting be approved.

Carried

9. Business Arising from the Minutes

- a) Notice of Motion - Ontario Building Code - Part 8 - In-house Capacity

Resolution No. 2020-6-06

Moved by Deputy Mayor Sutherland Seconded by Councillor Barr

Whereas KFL & A Public Health have provided notification of their intent to terminate the agreement to carry out the municipality's responsibility for sewage

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systems under the Ontario Building Code Act and attendant regulations effective January 1, 2021;

And whereas the Township of South Frontenac recognizes the importance of protecting the environment and the installation and monitoring of septic systems;

And whereas the Township of South Frontenac recognizes the requirement to provide this service;

And whereas the overarching priorities in the Township's Strategic Plan include 1) Promote and support growth that meets the community's needs while maintaining the integrity of the natural environment; 2) Ensure the organizational capacity to deliver cost-effective services in a changing world; and, 3) Position South Frontenac as a regional leader;

Be it resolved that the Council of the Township of South Frontenac request that staff provide a report that considers the Township's capacity to administer Part 8 of the Building Code (septic inspections) in-house, with consideration for associated costs, including training, physical space, data from KFL&A Public Health and other implications.

Carried

10. Reports Requiring Action

a) Assumption of Road Widening

See By-law 2020-10

b) Development Services - Land Management Software

Resolution No. 2020-6-07

Moved by Councillor Barr Seconded by Deputy Mayor Sutherland

That Council award the contract for the Municipal Land Management Software to Harris/CityView in the amount of \$216,377 exclusive of HST.

That Council approve the updated project budget for 2020/21.

And that the 2020 Township portion of the project be funded from the Building Reserve in the amount of \$31,354 and from the Working Funds Reserve (Modernization Grant) in the amount of \$47,257.

Carried

c) Rural Economic Development Fund - RED5-09115

See By-law 2020-11

11. Committee Meeting Minutes

a) Public Services Committee meeting held January 16, 2020

Resolution No. 2020-6-08

Moved by Councillor Barr Seconded by Deputy Mayor Sutherland

That Council receives for information the minutes of the January 16, 2020 Public Services Committee meeting.

Carried

12. By-laws

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a) By-law 2020-10 - Assumption of Road Widening

Resolution No. 2020-6-09

Moved by Councillor Leonard Seconded by Councillor Roberts

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

- By-law 2020-10
- By-law 2020-11

Carried

Resolution No. 2020-6-10

Moved by Councillor Roberts Seconded by Councillor Leonard

That By-law 2020-10, being a by-law to assume as common and public highway certain lands in the Township of South Frontenac, pursuant to Section 31 (6) of the Municipal Act, 2001, be given third reading, signed and sealed.

Carried

b) By-law 2020-11 - RED Funding Agreement

Resolution No. 2020-6-11

Moved by Councillor Leonard Seconded by Councillor Roberts

That By-law 2020-11, being a by-law to authorize the execution of an agreement with Her Majesty the Queen in Right of the Province of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs under the Rural Economic Development (RED) program - "Open for Business South Frontenac: Streamlining Development Approvals for Rural Economic Growth", be given third reading signed and sealed.

Carried

13. Reports for Information

a) Accounts Payable and Payroll Listing

14. Information Items

a) Proposed Regulatory Changes under the Aggregate Resources Act

b) Letter of Thanks from Duncan Sinclair

c) Honourable Steve Clark, Minister of Municipal Affairs and Housing, re: Provincial Policy Statement 2020

Claire Dodds indicated that she is reviewing the changes and will bring a report back to Council on the highlights and changes to the PPS.

15. Notice of Motions

a) While not a formal notice of motion, Deputy Mayor Sutherland asked that cautionary signage regarding handwashing and coughing be posted at municipal buildings in light of the corona virus concerns. Staff will reach out to the local health unit for some public information material.

16. Announcements/Statements by Councillors

a) Neil Carbone commended Claire Dodds and Tom Berriault and all the Development Services staff for their patience during their departmental transitions that include remodeling and re-configuring work spaces while handling day to day operations and assessing candidates for new positions.

b) Deputy Mayor Sutherland voiced his concern about a property owner on Sydenham Lake who has clear cut all trees on their lot with no consideration to

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protecting the shoreline. He encouraged staff and fellow Council members to take a look as it is visible from the Cataraqui Trail and The Point.

17. Question of Clarity (from the public on outcome of agenda items) - not applicable

18. Closed Session

a) As permitted by the Municipal Act, Section 239.2 (b) personal matters about an identifiable individual, including municipal or local board employees and (k) 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 and to approve minutes of the February 28, 2020 closed session.

Resolution No. 2020-6-12

Moved by Councillor Roberts Seconded by Councillor Leonard

That Council move into closed session as permitted by the Municipal Act, Section 239.2 (b) and (k) and to approve the minutes of the February 18, 2020 Closed Session.

Carried

b) Minutes of February 18, 2020 Closed Session

c) Verbal Report - Identifiable Individual

d) Verbal Report - Contract Negotiation

e) Resolution - Move out of Closed Session

Resolution No. 2020-6-14

Moved by Councillor Ruttan Seconded by Councillor Revill

That Council move out of closed session.

Carried

19. Confirmatory By-law

a) By-law 2020-12

Resolution No. 2020-6-15

Moved by Councillor Revill Seconded by Councillor Ruttan

That By-law 2020-12, being a by-law to confirm generally previous actions of the Council of the Township of South Frontenac, be given first and second reading this 3 day of March, 2020.

Carried

Resolution No. 2020-6-16

Moved by Councillor Ruttan Seconded by Councillor Revill

That By-law 2020-12, being a by-law to confirm generally previous actions of the Council of the Township of South Frontenac, be given third reading, signed and sealed this 3rd day of March 2020.

Carried

20. Adjournment

a) Resolution

Resolution No. 2020-6-17

Moved by Councillor Revill Seconded by Councillor Ruttan

That the Council meeting of March 3, 2020 be adjourned at 8:26 p.m.

Carried

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Ron Vandewal, Mayor

Angela Maddocks, Clerk

Minutes of Committee of the Whole
March 10, 2020

Time: 7:00 p.m.

Location: Council Chambers



Meeting # 7

Present: Mayor Ron Vandewal, Pat Barr, Ray Leonard, Doug Morey, Alan Revill, Norm Roberts, Randy Ruttan, Ron Sleeth, Ross Sutherland

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

1. Call to Order
 - a) Mayor Vandewal called the meeting to order at 7:00 p.m.
2. Declaration of pecuniary interest and the general nature thereof
 - a) There were no declarations.
3. Approval of Agenda
 - a) The agenda was amended to include the provision for a "Closed Session" at the end of the meeting. The purpose of the Closed Session as permitted by the Municipal Act, Section 239.2 (i) is to discuss a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
4. Scheduled Closed Session - not applicable
5. ***Recess*** - not applicable
6. Public Meeting - not applicable
7. Delegations
 - a) Joe Gallivan - Director of Planning and Economic Development, County of Frontenac, re: Communal Services

Joe Gallivan reviewed his presentation with Council outlining the advantages to communal services that includes better environmental protection and public health than private on-site services. Mr. Gallivan noted that it is good timing with the ongoing Official Plan review to consider communal servicing. He noted that the Provincial Policy Statement is more reflective of what is happening in rural communities.

Mayor Vandewal noted that the wind turbines in Marysville on Wolfe Island have impacted the expansion of the hamlet and has cut off growth. He suggested that the township could hold some liability for the first five years until a reserve gets built up.

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Deputy Mayor Sutherland questioned how the private communal systems helps with infilling in hamlets. He noted a system in Gatineau that accommodates 100 houses has capacity to be hooked into when further developed occurs in the area. Mr Gallivan indicated that there may be benefits in doing a "utility" and suggested that the developer could be asked to oversize the system to accommodate poor septic areas.

Councillor Morey wondered about setback changes to accommodate a communal system and felt this could discourage growth in South Frontenac. Mr. Gallivan noted that he is only presenting the background work done for communal systems and that it would be up to Council to change hamlet boundaries.

Councillor Sleeth questioned the effect on wells if a communal system was put in place. Mr. Gallivan explained that this had not been considered in this study but that engineering will solve this.

Councillor Revill questioned the financing model and compared it to development charges being paid by development. The condominium approach requires owners to pay for the communal system. There is no broad public responsibility in a condominium plan.

Councillor Ruttan recognized that a communal system could allow for greater building density however he felt South Frontenac is a rural community and people don't want to live side by side in this township.

Mayor Vandewal spoke to the Matias Development in Inverary where there could have been potentially 42 lots on a communal system and as such the homes would have been more affordable. He noted that the Meadowwood Trailer Park on Bellrock Road has had communal servicing for many decades.

Claire Dodds explained that the Official Plan will set the parameters for density; currently there is no alternative to 2 acre development. South Frontenac needs to consider affordability and seniors housing and she encouraged Council to keep an open mind to explore communal servicing.

Councillor Morey felt that having greater density in hamlets will allow for better servicing from internet and cell companies providers.

Mayor Vandewal thanked Mr. Gallivan for his presentation.

b) Megan Rueckwald - Manager of Community Planning, County of Frontenac, re: Population Projections

Megan Rueckwald reviewed her presentation that outlined the population, housing and employment projections based on a study conducted by Watson and Associates. Her presentation indicated that 40% of the new permanent housing development is expected to occur in rural areas outside of the designated settlement areas. The demand for new seasonal housing development is expected to be relatively low in South Frontenac, averaging approximately 7 new units per year. The potential for seasonal housing conversions to permanent use is anticipated to be fairly strong, averaging approximately 7 net conversions per year. The total permanent population is forecast to reach approximately 23,800 persons by 2046 which is an increase of 4,700 persons in the reporting period of 2016 to 2046. The population by age forecast for the 55 plus age group increases significantly in the same time frame which equates to a need for seniors and affordable housing.

Deputy Mayor Sutherland felt that the population projections were entirely

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anecdotal and that there are lots of kids in the area. He recognized that there are lots of seniors too. Ms. Rueckwald clarified that the numbers were not reflective of just South Frontenac but the County as a whole; overall there is evidence of an aging population in Ontario.

Claire Dodds reported that she is working with Watson and Associates to get a breakdown of South Frontenac data.

In response to Deputy Mayor Sutherland's question about consideration of climate change and transportation costs, Ms. Reuckwald noted that the consultant considered larger trends overall in their review, however the study does not speak specifically to climate change.

Councillor Barr commented that younger people do transition out of the community and population levels can not be maintained.

Mayor Vandewal noted the increased interest in granny suites and apartments and affordable housing are important considerations in the Official Plan update.

8. Reports Requiring Direction

a) Draft Terms of Reference for a Lake Ecosystem Advisory Committee

Deputy Mayor Sutherland suggested that "lake residents" be changed to just "residents" in 1) Purpose. With respect to Section 8) Officers, he wondered why there was not a "recording secretary" identified.

Neil Carbone suggested that clerical support would come from the existing staff complement and noted the challenge of trying to manage staff time and resources. He also noted the importance of having proper agendas, minutes and resolutions for the committee.

Council was supportive of the change in the "Purpose" section. This will come back to Council on March 17 for final approval.

b) Strategic Plan Action Items

Council was generally supportive of the action items as presented.

Deputy Mayor Sutherland felt that the licensing of docks should have a higher priority and he suggested that a water quality/quantity study should be included in the "Major Planning Activities" section.

The modifications will come back to Council on March 17 for final approval.

c) Ad Bags (included with newspaper distribution)

Deputy Mayor Sutherland spoke to the report prepared by the Clerk.

Staff were directed to bring back a report outlining options or other mechanisms there may be to address the ad bags and newspapers being left alongside township roads. It was suggested that staff look at how other municipalities are dealing with this issue or if there is the same issue in other municipalities.

9. Reports for Information - not applicable

10. Rise & Report from Committees of Council

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a) County Council

Councillor Revill reported that the County Planning Department is very busy with developing the new zoning by-law for North Frontenac and the Official Plan for Central Frontenac. The Economic Development staff continue to support the businesses in the "ambassador" program. He noted that the County received a national award for the "Open Farms" event. Improved cell and internet service continues to be promoted at the Eastern Ontario Warden's Caucus. The County is to finalize their 2020 budget in April.

b) Arena Board

Councillor Leonard reported that the Peewee Division has made it to their 7th game, however the season is completed and the ice will be coming out in the upcoming weekend.

c) Police Services Board

Councillor Sleeth provided an update on the meeting held last week. The review of stats has indicated a significant reduction in breaking and entering of cottages. He confirmed that the recent blockades of train tracks does not affect the local police budget, this cost is picked up by the province. There is a need to review the remuneration for board members as this criteria was developed shortly after amalgamation and is not reflective of current practices and member participation.

11. Information Items

- a) Sommer Casgrain-Robertson, General Manager/Secretary Treasurer, Rideau Valley Conservation Authority, re: RVCA 2020 Work Plan and Budget - Comment Window Extended

12. Notice of Motions

- a) Mayor Vandewal circulated printed photos of a property on Sydenham Lake where the property owner has clear cut trees along the shoreline.

Deputy Mayor Sutherland served a notice of motion that staff provide a report on the alternatives to protecting lake shorelines.

13. Announcements/Statements by Councillors

- a) Councillor Sleeth requested that Council send a letter of appreciation to Ann Babcock, Harriet Corkey and Ruth Shannon who have each committed many years to volunteering in 4-H Clubs. Council was supportive of recognizing this achievement.
- b) Mayor Vandewal announced that he will be attending the Police Gala sponsored by the City of Kingston.

14. Question of Clarity (from the public on outcome of agenda items)

- a) Wilma Kenny referred to the "Notice of Motion" regarding the cutting and clearing of trees along the water on Sydenham Lake. The owner had also burned branches directly on the ice and this would be in violation of the Ministry of Natural Resources regulations. The Conservation Authority had been contacted about this but they are unable to address this matter as it does not lie within a wetland area.

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15. Closed Session

a) Council moved into "closed session" to discuss a matter related to a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;

b) Motion

d) Motion

16. Adjournment

a) The meeting was adjourned at 9:10 pm.

Natural, Vibrant and Growing - a Progressive Rural Leader.



REPORT TO COUNCIL CLERK'S DEPARTMENT



AGENDA DATE: March 17, 2020

SUBJECT: Notice of Motion – Tree Cutting on Lake Shore Lines

RECOMMENDATION:

That Council direct staff to provide a report on the most effective and expeditious way to control tree cutting on lake shore lines.

BACKGROUND:

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

At the Committee of the Whole Meeting of March 10, 2020, Deputy Mayor Sutherland served a notice of motion that staff provides a report on the most effective and expeditious way to control tree cutting on lake shore lines.

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

FINANCIAL/STAFFING IMPLICATIONS:

Not at this time.

ATTACHMENTS:

Not applicable.

Submitted/approved by:

Angela Maddocks, Clerk

Approved by:

Neil Carbone, CAO



REPORT TO COUNCIL TREASURY DEPARTMENT



AGENDA DATE: March 17, 2020

SUBJECT: Approve Transfer Payment Agreement (TPA) with the Ontario Ministry of Municipal Affairs and Housing (MMAH)

RECOMMENDATION:

That Council authorize the Mayor and Clerk to execute a Transfer Payment Agreement (TPA) with the Ontario Ministry of Municipal Affairs and Housing (MMAH) for Municipal Modernization Program Funding for the Regional Service Delivery Review project.

BACKGROUND:

In November of 2019, a new Municipal Modernization Program was announced by the Minister of Municipal Affairs and Housing. The program is to be available until 2023 to the 405 small and rural municipalities that received a Municipal Modernization payment in March 2019. The first intake of the program is focused on municipal service delivery expenditures by independent third-party reviewers. The work on the first intake needs to be completed by June 30, 2020. Future intakes of the program will provide an opportunity to implement projects aimed at service delivery efficiencies and cost savings.

With Council support from all Frontenac Municipalities, a joint application was submitted for a Regional Service Delivery Review and was approved in the amount of \$150,000.

On February 18th, Strategy Corp was awarded the contract for the Regional Service Delivery review. The goal of the review is to help modernize service delivery, reduce future costs and make the best use of limited resources including staffing.

DISCUSSION/ANALYSIS:

The Township of South Frontenac is the designated Lead on this project with the other municipalities within the Frontenacs as joint applicants. All funding will flow through the Township and the Township will be responsible for all aspects of the project including grant reporting and procurement.

Council's authorization of the attached TPA is required in order to execute the Agreement with MMAH for this funding.

FINANCIAL IMPLICATIONS:

The project was included in the 2020 budget under Service Delivery Review with an amount of \$50,000.

The total project cost is estimated at \$204,581 and due to be completed by June 15th, 2020.

\$150,000 of the project costs is funded by the Municipal Modernization program grant with the remaining being funded equally by the five Frontenac Municipalities in the amount of \$10,916 each.

Executing this transfer payment agreement allows the Township to submit grant claims to MMAH for 100% of eligible expenses up to the \$150,000 maximum funding amount.

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REPORT TO COUNCIL
TREASURY DEPARTMENT



ATTACHMENTS: Municipal Modernization Program Transfer Payment Agreement

Prepared by: Louise Fragnito, Director of Corporate Services & Treasurer

Submitted/approved by: Neil Carbone, CAO

ONTARIO TRANSFER PAYMENT AGREEMENT

The Agreement is effective as of the ____ day of _____, 20____

B E T W E E N

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

(the "Province")

- and -

The Corporation of the Township of South Frontenac

(the "Recipient")

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

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

any amending agreement entered into as provided for in section 4.1

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

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT

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

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds, it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including *the Broader Public Sector Accountability Act, 2010 (Ontario)*, *the Public Sector Salary Disclosure Act, 1996 (Ontario)*, and *the Auditor General Act (Ontario)*;
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010 (Ontario)*;
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996 (Ontario)*;
- (d) the Province is not responsible for carrying out the Project; and

- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

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

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Municipal Affairs
and Housing**

Date

Name: The Honourable Steve Clark
Title: Minister of Municipal Affairs and Housing

**The Corporation of the Township of South
Frontenac**

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

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

"Additional Provisions" means the terms and conditions set out in Schedule "B".

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

"Budget" means the budget attached to the Agreement as Schedule "D".

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

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A13.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

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

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

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

"Maximum Funds" means the maximum Funds set out in Schedule "B".

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Project" means the undertaking described in Schedule "C".

"Reports" means the reports described in Schedule "F".

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

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

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

- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

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

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

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

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

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

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient's council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (e) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

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

A4.5 Interest. If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds;

or

(b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 Rebates, Credits, and Refunds. The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

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

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

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

A6.0 CONFLICT OF INTEREST

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

A6.2 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

(a) the Recipient; or

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

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

A6.3 Disclosure to Province. The Recipient will:

(a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and

(b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

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

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

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

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

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

A9.0 INDEMNITY

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

A10.0 INSURANCE

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

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

(d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

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

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

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

A12.0 TERMINATION WHERE NO APPROPRIATION

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

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take

one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

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

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

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

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

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

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

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

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

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

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

the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province, the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

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

A15.0 FUNDS UPON EXPIRY

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

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

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

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

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

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

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

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

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing

under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

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

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

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

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

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

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

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

A19.0 SEVERABILITY OF PROVISIONS

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

A20.0 WAIVER

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

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

- (a) be valid only if the Party granting the waiver provides it in writing; and

(b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

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

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

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

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

A23.0 GOVERNING LAW

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

A24.0 FURTHER ASSURANCES

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

A25.0 JOINT AND SEVERAL LIABILITY

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

A26.0 RIGHTS AND REMEDIES CUMULATIVE

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

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 Other Agreements. If the Recipient:

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

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

A28.0 SURVIVAL

A28.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(e), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$150,000.00
Expiry Date	December 31, 2020
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$5,000.00
Insurance	\$2,000,000.00
Contact information for the purposes of Notice to the Province	<p>Name: Helen Collins</p> <p>Position: Manager, Municipal Programs and Outreach Unit</p> <p>Address: 777 Bay Street, Toronto, Ontario M7A 2J3, 16th Floor</p> <p>Fax: 416-585-7292</p> <p>Email: helen.collins@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>

Additional Provisions:

B1 Section 4.3 of Schedule "A" is amended by adding the following subsection:

(e) use the Funds only for the purpose of reimbursement for the actual amount

paid to the independent third-party reviewer in accordance with the Project;
and,

- (f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.

SCHEDULE "C" PROJECT SUMMARY

Objectives
The objective of the Project is to perform a service delivery review to reduce future costs and make the best use of resources, for the Recipient, the County of Frontenac, the Township of Central Frontenac, the Township of North Frontenac, and the Township of Frontenac Islands (“the Municipalities”).
Description
<p>The Recipient will retain an independent third-party to conduct a joint service delivery and modernization review of the municipal services of the Municipalities.</p> <p>The Project will review municipal services and best practices within the Municipalities to find efficiencies, cost effectiveness and sharing of services without compromising customer and tax payer services. As a critical component, all key stakeholders for each municipality will be consulted to provide a thorough understanding of services, risks and opportunities.</p> <p><u>Independent Third-Party Reviewer’s Report</u></p> <p>The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer’s Report.</p> <p>The Recipient will submit a draft of the Independent Third-Party Reviewer’s Report to the Province by August 31, 2020. The draft will summarize the reviewer’s preliminary findings and recommendations for cost savings and improved efficiencies.</p> <p>The Recipient will submit the Independent Third-Party Reviewer’s Report to the Province and publish the report on their publicly accessible website by September 18, 2020.</p> <p>The report will summarize the reviewer’s findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies.</p>
Background
<p>The Project is intended to identify creative and innovative solutions to regional service delivery and to provide recommendations and cost savings.</p> <p>Potential services that could be reviewed include: shared IT services, shared procurement, as well as a regional roads study. Further, the review will also consider other regional municipal neighbors for opportunities due to proximity, geography or availability of most effective services. The review will not consider exclusively shared services where all the Municipalities can participate but rather an approach where any can collaborate with another.</p>

**SCHEDULE "D"
BUDGET**

ITEM	AMOUNT
Reimbursement for payments to independent third-party reviewer	Up to \$150,000.00

SCHEDULE "E"
PAYMENT PLAN

Milestone	Scheduled Payment
<ul style="list-style-type: none"> • Execution of the Agreement 	<p>Initial payment of \$112,500.00 made to Recipient no more than thirty (30) days after the execution of the Agreement</p>
<ul style="list-style-type: none"> • Submission of Interim Progress Report to the Province • Submission of draft Independent Third-Party Reviewer's Report to the Province • Submission of Independent Third-Party Reviewer's Report to the Province • Publishing of Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website • Submission of Final Report to the Province 	<p>Final payment of up to \$37,500.00 made to Recipient no more than thirty (30) days after the Province's approval of the Final Report</p>

SCHEDULE "F" REPORTS

Name of Report	Reporting Due Date
1. Interim Progress Report	June 15 th , 2020
2. Final Report	September 18 th , 2020

Report Details

1. Interim Progress Report

The Recipient will submit an Interim Progress Report to the Province by June 15th, 2020 using the reporting template provided by the Province. The Interim Progress Report will include:

- An update to the estimated cost of the Project, and
- A statement indicating whether the Recipient has retained the independent third-party reviewer.

2. Final Report

The Recipient will submit a Final Report to the Province by September 18th, 2020 using the reporting template provided by the Province. The Final Report will include:

- A hyperlink to the Independent Third-Party Reviewer's Report on the Recipient's publicly accessible website,
- A 250-word abstract of the Project and its findings,
- The actual amount paid by the Recipient to the independent third-party reviewer in accordance with the Project with supporting documentation, such as invoices or receipts, showing actual costs incurred, and
- A statement indicating the percentage of the total amount of service delivery expenditures reviewed that are identified as potential cost savings in the Independent Third-Party Reviewer's Report, which will be the performance measure for the Project.



REPORT TO COUNCIL FIRE DEPARTMENT



AGENDA DATE: March 17, 2020

SUBJECT: SFFR Medical Rapid Response Vehicles

RECOMMENDATION:

That Council authorize the release of unbudgeted funds totalling \$15,750 + HST to be funded from the working fund reserve, for the retrofit of three (3) SFFR pickup truck units to accommodate new rapid response units to attend medical emergencies.

BACKGROUND:

Staff have been working on and finalizing a SFFR plan for the COVID-19 pandemic. SFFR currently has a multi-phase level of protection plan that will be rolled out to crews in stages as the pandemic evolves and medical calls increase.

Phase 1 is a very high level protocol describing proper hygiene practices, increased levels of PPE during FREI-positive medical responses, and some basic operational criteria.

Phase 2 will be delivered and implemented once SFFR has confirmation of cases of COVID-19 within Frontenac County including Kingston. Phase 2 also includes an increased level of first responder protection and isolation from the virus.

ANALYSIS/DISCUSSION:

In support of the Phase 2 protocol, staff has obtained three (3) quotes for pickup truck cabs and rollout trays for three (3) of our current pickup truck units. The lowest quote was \$5250 per unit and has been vetted by staff and will meet our current and future needs.

These units would become Rapid Response Units (RRU) and would attend all medical calls which would eliminate the need for Pumpers to respond. These units would respond with a maximum of three (3) firefighters and be fully equipped with all available medical PPE. This type of unit would greatly reduce the exposure to hazards associated with medical calls including those associated with the current COVID-19 pandemic situation.

Prior to the COVID-19 pandemic situation, council was made aware of the potential of SFFR staff creating and updating our current fleet replacement cycle based on the evolving needs and circumstances of the fire service. These considerations included moving to smaller vehicles for rapid response to the increasing number of medical calls SFFR is receiving, which would greatly reduce the need for the total number of large apparatus in the fleet while also reducing the wear and tear and maintenance costs associated with the larger vehicles.

Given the current COVID-19 outbreak, staff is recommending that this change be accelerated. The initial investment for these units will be incorporated into SFFR's fleet management plan and equipment replacement capital plan later in the year to be approved by council.



REPORT TO COUNCIL FIRE DEPARTMENT



It is expected that the current COVID-19 situation will increase in severity over the next couple months. The need to be prepared for an elevated response for our first responders is critical. While the timing of these vehicles is earlier than anticipated, they will fit into the overall strategy moving forward and will continue to be utilized after the risk associated with COVID-19 has diminished so that SFFR can more effectively and efficiently respond to medical calls.

Based on a 3-4 week turnaround time from the supplier for installation, staff is recommending that the Township proceed with this purchase now.

STRATEGIC PLAN ALIGNMENT:

The retrofit of the current pickup units as an alternative to larger apparatus meets the current and future needs of the fire department and aligns with the Township's **Strategic Priority #3 "Ensure the organizational capacity to deliver cost-effective services in a changing world"**.

It also aligns with our corporate mission which includes:

- **Setting exemplary service and infrastructure standards that the community can be proud of;**
- **Managing our operations and assets in a financially sustainable manner;**
- **Planning for the future, being proactive and having the capacity to adapt to change;**

FINANCIAL/STAFFING IMPLICATIONS:

One time approval of funds totalling \$15,750.00 + HST, which will be incorporated into SFFR's long range capital fleet replacement schedule.

The move to specialized medical response units will result in future savings in operations and maintenance of larger pumper and squad apparatus.

ATTACHMENTS:

None

Submitted by:

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

Approved by:

Neil Carbone
CAO



Report to Council

Development Services - Planning



Zoning By-law Amendment

Report Date:	March 9, 2020
Application No:	Z-19/11
Owner:	1974658 Ontario Limited
Agent:	Treena Garrison & William Card
Location of Property:	Lots 22-32, Plan of Subdivision 13M-56, Kona Crescent, Lyons Landing, Storrington District, Township of South Frontenac
Purpose of Application:	Rezone Lots 22-32 (inclusive) from Residential Special Provision Zone (R-10) to Residential Special Provision Zone (R-30) to establish a front yard setback of 10m.
Date of Public Meeting:	March 3, 2020

Recommendation

It is recommended that the by-law rezoning Lots 22-32, Plan of Subdivision 13M-56, Kona Crescent, Lyons Landing, Storrington District from Residential Special Provision Zone (R-10) to Residential Special Provision Zone (R-30) to permit the construction of a dwelling and septic system at a setback of 10m from the front lot line **be passed**.

Proposal

The proposal is to rezone 11 lots (Lots 22 to 32 inclusive) on the north and east side of Kona Crescent to permit these lots to be developed with a front yard setback of 10m. The current zoning on these lots is Residential Special Provision Zone (R-10) which establishes a minimum front yard setback of 20m (66 feet).

Background

The developer is requesting the front yard setback be reduced to 10m (33 feet) to allow for the construction of a dwelling and septic system closer to the street than the existing R-10 zoning permits. This change would allow a house to be built on the more level portion of these lots and avoid the need to excavate into the toe of the slope that separates the rear of Lots 22-32 (inclusive) on Kona Crescent from the lots they back onto on Kahala Court.

When the lots were rezoned to R-10 in 2004, the significant topographic constraints on these lots were not considered when the 20m front yard setback was applied to Phase 2 of Lyons Landing Plan of Subdivision. Applying the existing R-10 zone provisions to Lots 22-32 makes these lots significantly more difficult and costly to develop.

The applicant has submitted a site plan prepared by Josselyn Engineering (dated January 21, 2020) to illustrate how the placement of the building envelope including septic and private well will be accommodated relative to the toe of the slope with the reduced 10m front yard setback.

The proposed Residential Special Provision Zone (R-30) will establish a minimum front yard setback of 10m (33 feet). All other setbacks (10m side & rear yard) and frontage (55m) for Lots 22 to 32 (inclusive) will be the same as the distances that apply to lots zoned R-10 on the south of Kona Crescent.



Report to Council

Development Services - Planning



Agency Analysis and Comments

Public Services Department – The Director of Public Services reviewed the zoning by-law amendment application and has no concerns with the proposal to reduce the front yard setback to 10m.

KFL&A Public Health – Public Health has no objection to the proposed zoning by-law amendment, as shown on the new plan dated January 21, 2020 prepared by Josselyn Engineering Inc.

Cataraqui Region Conservation Authority – CRCA staff have reviewed this application and have confirmed that they have no objection to the approval of application Z-19-11 based on their consideration for natural hazards, natural heritage and water quality and quantity protection policies.

Public Comments

A public meeting was held under the *Planning Act* on March 3, 2020.

Comments and questions were received from both Council members and the public. Public comments were received from several residents of the Lyons Landing plan of subdivision.

Issues Raised at the March 3, 2020 Public Meeting:

1. The reduced front yard setback may lead to a reduced area for parking cars and recreational vehicles in the driveway. Concerns about possible parking on the road.

Response:

- The Developer indicated that most houses within the last phases of Lyon's Landing have been built with a minimum 2 car garage + double driveway. It is anticipated that even with the reduced front yard setback there would be space to accommodate the parking of 2 vehicles in the garage + parking for 4 vehicles in the driveway. The Developer anticipates that there may be some instances where a driveway could be extended alongside the garage to provide an opportunity for storage of seasonal recreational vehicles in the side yard or rear yard of the houses on Kona Crescent.
 - Kona Crescent has not yet been assumed as a Township road. Following assumption the Township will monitor Kona Crescent to determine if any parking restrictions need to be put in place.
2. Concerns about light pollution from other dwellings across the street.

Response:

- It is not anticipated that bringing a house closer to the street by 10m (33 feet) would have a significant impact on light pollution for the existing residents on the south and west side of Kona Crescent. In-keeping with a rural plan of subdivision, there are no streetlights proposed on Kona Crescent. The only source of light in this portion of the subdivision will be from the houses themselves.
3. An interest in having plantings of trees/shrubs on the lots on the north and east side of Kona Crescent to reduce visual impact of moving houses closer to the street.

Response:

- The visual impact of moving a house forward up to 10m is not anticipated to create a significant visual difference in streetscape. The Developer indicated that the builder felt that moving the dwelling forward would create the benefit of larger usable rear yard areas for Lots 22-32 allowing for activity to occur on these lots in the rear yard. This would provide a greater sense of privacy for the owners of Lots 22-32 and surrounding lots. The



Report to Council

Development Services - Planning



Developer is happy to have a conversation with existing residents who are concerned about the need for additional plantings and make appropriate arrangements. The plan of subdivision is not subject to site plan control and tree planting was not a requirement of the plan of subdivision. Home owners also have the flexibility to install tree plantings within the boundaries of their own lots.

4. Concerns about moving septic systems closer to the street

Response:

- KFL&A Public Health reviewed the proposal to reduce the front yard setback for Lots 22-32. No concerns were raised by Public Health about the septic systems moving closer to the street. It is preferable for the septic bed to be on level ground closer to the front of these lots.

5. The impact of stormwater from the hill at the rear of the lots passing over the septic bed and the septic bed being moved closer to the street.

Response:

- A condition of the subdivision agreement for Lyon's Landing is that a lot grading and drainage plan be prepared and reviewed by the Township engineer prior to the issuance of a building permit. The topography of the lot, the placement of the proposed dwelling, driveway and location of the proposed septic system will be required to be shown on the lot grading and drainage plans. A detailed review of lot grading and drainage plans for Lots 22-32 will be required to consider the impact of stormwater from the hill at the rear of these lots on the septic bed.

Summary

A comprehensive report reviewing this zoning by-law amendment against the policies of the Provincial Policy Statement, 2014, the County of Frontenac Official Plan and the South Frontenac Official Plan was provided to Council in advance of the March 3, 2020 public meeting. The issues raised by members of the public and by Council can be addressed as outlined above.

As this rezoning is consistent and conforms to the Provincial Policy Statement, 2014, the County of Frontenac Official Plan, the South Frontenac Official Plan and represents good planning for the subject property, it is recommended Council approve this application by **passing** the attached by-law.

Submitted by:

Claire Dodds, MCIP, RPP, Director of Development Services, Township of South Frontenac

Date of Site Visit: February 11, 2020

Attachments:

1. Zoning By-law 2020-13

Approved by:

Neil Carbone, CAO



REPORT TO COUNCIL

Development Services - Planning



Zoning By-law Amendment

Report Date: March 9, 2020

Application No: Z-20-01

Owner: Steve and Maria McGibbon

Location of Property: 4462 Wilmer Road, Lot 5, Concession 13 being part 1 on Plan 13R17400, District of Loughborough, Township of South Frontenac

Purpose of Application: Rezone from Rural (RU-42) to Rural Site Specific Zone (RU-58)

Date of Public Meeting: March 3, 2020

Recommendation

It is recommended that the by-law rezoning 4462 Wilmer Road, Lot 5, Concession 13 being Part 1 on Plan 13R17400, District of Loughborough from Rural - Temporary Zone (RU-42) to Rural - Special Provision Zone (RU-58) to permit the existing second residential unit to be permitted permanently on the subject property **be passed**.

Proposal

The property at 4462 Wilmer Road is currently zoned Rural – Special Provisions (RU-42). This zoning was put in place in 2010 to permit a second residential unit in an accessory building for a temporary period of 3 years. The owners would like to continue to keep the existing second residential unit on the property. The owners have now submitted an application requesting the zoning change on the property from the existing Rural – Temporary Zone (RU-42) to a new Rural – Special Provision zone (RU-58) to allow them to permanently keep this second residential unit on the property.

The property is a 17 acre rural residential property that includes a single detached dwelling, barn, shed and garage. The second residential dwelling is located within the existing garage on the property.

Background

The applicants, Steve and Maria McGibbon are applying to Council to permit the second residential unit on their property to be permanently permitted.

The McGibbons went through the process of obtaining a temporary rezoning to permit a second temporary residential unit in 2010. At that time, the McGibbons entered into a Development Agreement that established the terms and conditions under which they were permitted to have the temporary residential unit. In 2010, the temporary rezoning was permitted for a maximum period of three years.

In 2010, three years was the maximum timeframe that was permitted under the *Planning Act* for a temporary rezoning. Temporary rezonings are often sought when a proposal does not conform to the Official Plan or Zoning By-law because under the *Planning Act* a temporary rezoning is not subject to the same policy review as a permanent rezoning.

It recently came to the attention of the McGibbons that their temporary rezoning expired on March 10, 2013. As the temporary rezoning has expired, the second residential unit is currently in violation of the uses permitted on the property.

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



REPORT TO COUNCIL

Development Services - Planning



Second units are self-contained residential units with a private kitchen, bathroom facilities and sleeping areas within dwellings or within structures ancillary (e.g. a garage) to a dwelling. Locating a second unit in a garage on a property on a rural property where it can be adequately serviced with private water and septic is consistent with the direction established in 2016 by the *Planning Act*.

The McGibbons have undertaken significant investment in the second residential unit on the property. The residential unit is attached to the garage and is clustered with the existing single detached dwelling on the property.

The subject property is a 17 acre rural residential property that is accessed with a year-round Township maintained road. The existing single detached dwelling shares water, hydro and septic services with the second residential unit and is accessed with the same driveway as the existing single detached dwelling on the property. The residential unit is in the centre of a wooded area on the property and has been established a significant distance away from the neighbouring residential properties.

Public Meeting

A public meeting was held under the *Planning Act* on March 3, 2020. No comments were provided from Council or from any members of the public.

Summary

A comprehensive report reviewing this zoning by-law amendment against the policies of the Provincial Policy Statement, 2014, the County of Frontenac Official Plan and the South Frontenac Official Plan was provided to Council in advance of the March 3, 2020 public meeting.

As this rezoning is consistent and conforms to the Provincial Policy Statement, 2014, the County of Frontenac Official Plan, the South Frontenac Official Plan and represents good planning for the subject property, it is recommended Council approve this application by **passing** the attached by-law.

Submitted/Approved by:

Claire Dodds, MCIP, RPP, Director of Development Services, Township of South Frontenac

Date of Site Visit: February 11, 2020

Attachments:

1. Zoning By-law 2020-14

Approved by:

Neil Carbone
CAO



**REPORT TO
COUNCIL**
Clerk's Office



AGENDA DATE: March 17, 2020

SUBJECT: Extension of the Due Date for Interim Taxes

RECOMMENDATION:

That Council approve By-law 2020-15, to amend By-law 2020-04 and extend the due date for interim taxes to April 30, 2020 for the year 2020 only and that the penalty of 1.25% be waived for April 1, 2020.

BACKGROUND:

Council is aware of the global impact of the COVID-19, Corona Virus and the efforts made to protect Canadians, Ontarians and the community at large.

Staff have worked diligently to provide a strategy that protects both the residents and staff of South Frontenac in order to do our part in ensuring this virus is contained. As the Premier of Ontario has extended the March Break for all publicly funded school boards and all gatherings of large groups is discouraged, it is important for the township to extend the tax due date so that the impact of and protocols put in place will address some of the concerns about residents staying in place, with little travel and to minimize the spread of the virus.

FINANCIAL/STAFFING IMPLICATIONS:

The Senior Management Team along with the Director of Corporate services and Treasurer supports the extension to protect staff and residents of the community.

ATTACHMENTS:

Submitted by:

Angela Maddocks, Clerk

Approved by:

Neil Carbone, CAO

**TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2020-13**

Being a by-law to amend By-law 2003-75, as amended, to rezone Lots 22-32, Plan of Subdivision 13M-56, from Residential Special Provision Zone (R-10) to Residential Special Provision Zone (R-30), Kona Crescent, Lyons Landing, District of Storrington, Township of South Frontenac: 1974658 Ontario Limited

WHEREAS pursuant to the provisions of the 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 by its Council, hereby enacts as follows:

This by-law shall apply to Lots 22-32, Plan of Subdivision 13M-56, Kona Crescent, Lyons Landing, Storrington District

1. THAT Schedule "C", to Zoning By-law Number 2003-75 as amended, is hereby further amended by changing the zoning for Lots 22-32, Plan of Subdivision 13M-56, Kona Crescent, Lyons Landing, Storrington District from Residential Special Provision Zone (R-10) to Residential Special Provision Zone (R-30) for those lands shown on the attached map designated as Schedule "1".
2. THAT Zoning By-law Number 2003-75 as amended, is hereby further amended by adding a new section R-30 (Lots 22-32, Plan of Subdivision 13M-56, Kona Crescent, Lyons Landing, Storrington District), to read as follows:

R-30 (Lots 22-32, Plan of Subdivision 13M-56, Lyons Landing, District of Storrington) – 1974658 Ontario Limited

Notwithstanding any provision of this by-law to the contrary, the lands zoned Special Residential (R-30) Zone shall be used only in accordance with the following:

Zone Provisions

- a. lot frontage (minimum) 55 metres (180.4 ft.)
- b. front yard setback (minimum) 10 metres (65.6 ft.)
- c. rear yard setback (minimum) 10 metres (32.8 ft.)
- d. side yard setback (minimum) 10 metres (32.8 ft.)

Determination of Lot Frontage

- a. Despite the definition of 'Lot Frontage' in section 3.111, on the lands zoned R-30, 'Lot Frontage' shall mean the distance being measured along a line which is parallel to the front lot line measured at a point equal to the minimum required front yard setback.

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

Dated at the Township of South Frontenac this 17th day of March, 2020.

Read a first and second time this 17th day of March, 2020.

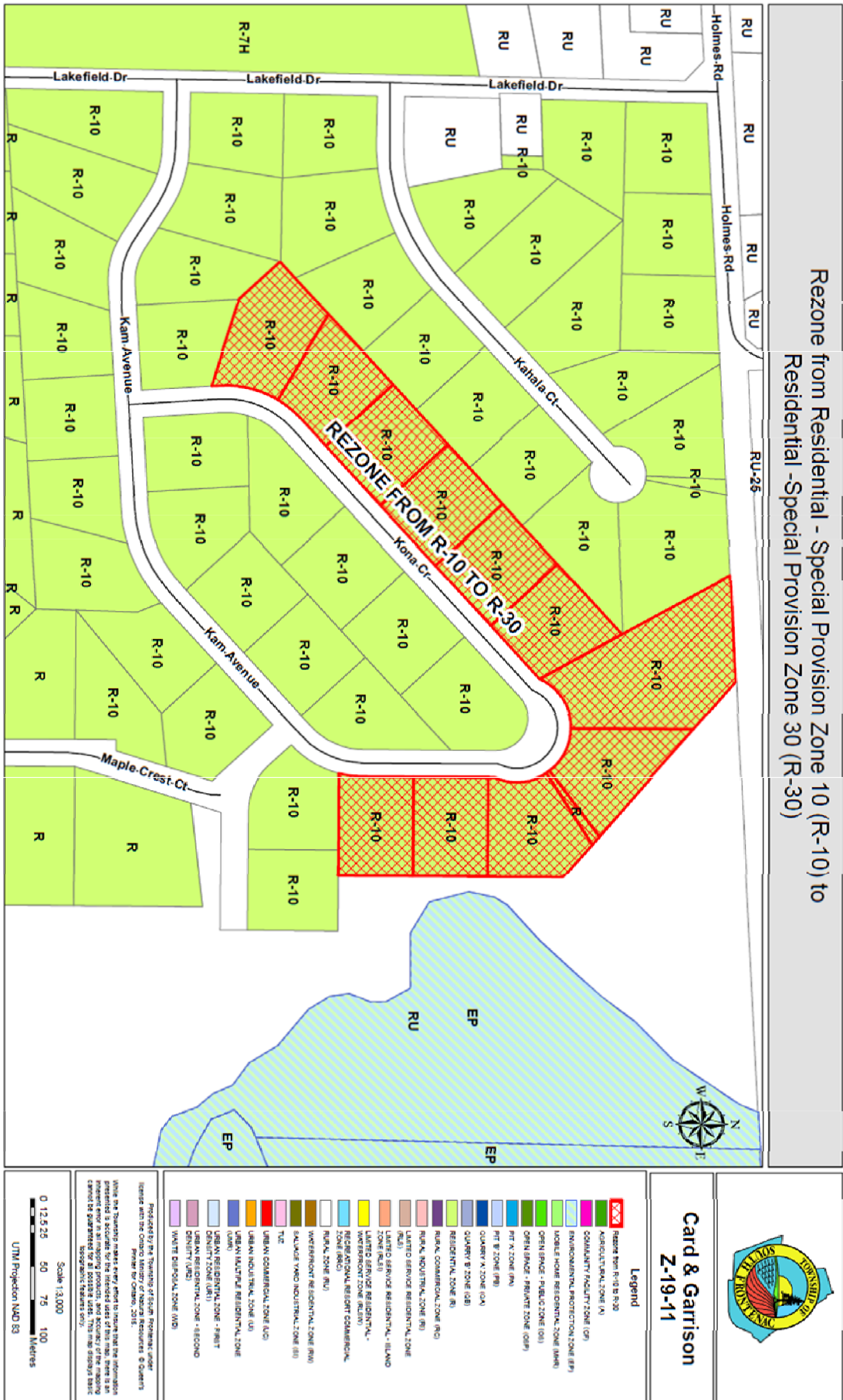
Read a third time and finally passed this 17th day of March, 2020.

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

Ron Vandewal, Mayor

Angela Maddocks, Clerk

Schedule 1



This is Schedule "1" to By-law No. 2020-13

Passed this 17th day of March, 2020

Ron Vandewal, Mayor

Angela Maddocks, Clerk

**TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2020-14**

Being a by-law to amend By-law 2003-75, as amended, to rezone land from Rural – Temporary Zone (RU-42) to Rural – Special Provision Zone (RU-58) on lands described as 4462 Wilmer Road, Lot 5, Concession 13 being part 1 on Plan 13R17400, District of Loughborough: McGibbon

WHEREAS pursuant to the provisions of the 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 by its Council, 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 Exception Zone (RU-42) to Rural Exception Zone (RU-58) for the lands shown on Schedule "1".
2. THAT Rural Exception Zone (RU-42) be hereby deleted
3. THAT Zoning By-law Number 2003-75 as amended, is hereby further amended by adding a new section RU-58 (Lot 5, Concession 13 being part 1 on Plan 13R17400, District of Loughborough), to read as follows:

RU-58 (Lot 5, Concession 13 being part 1 on Plan 13R17400, District of Loughborough – McGibbon)

Notwithstanding any provision of this by-law to the contrary, the lands zoned Special Rural Commercial (RU-58) shall be permitted a second residential unit with a maximum gross floor area of 59 square metres (640 sq.feet) in a detached accessory structure.

For the purpose of this subsection a second residential unit shall mean an accessory building which contains one or more habitable rooms designed and occupied as an independent dwelling in which living, kitchen and bathroom facilities are provided and which is located on the same lot as a single detached dwelling.

The second dwelling unit or second dwelling shall share the driveway entrance to the lot with the principal dwelling.

The second residential unit shall share a well and septic system with the principal dwelling.

The detached accessory structure containing the second residential unit shall be setback a minimum of 54m from the front lot line and a minimum of 16m from the side lot line.

4. 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 17th day of March, 2020.

Read a first and second time this 17th day of March, 2020.

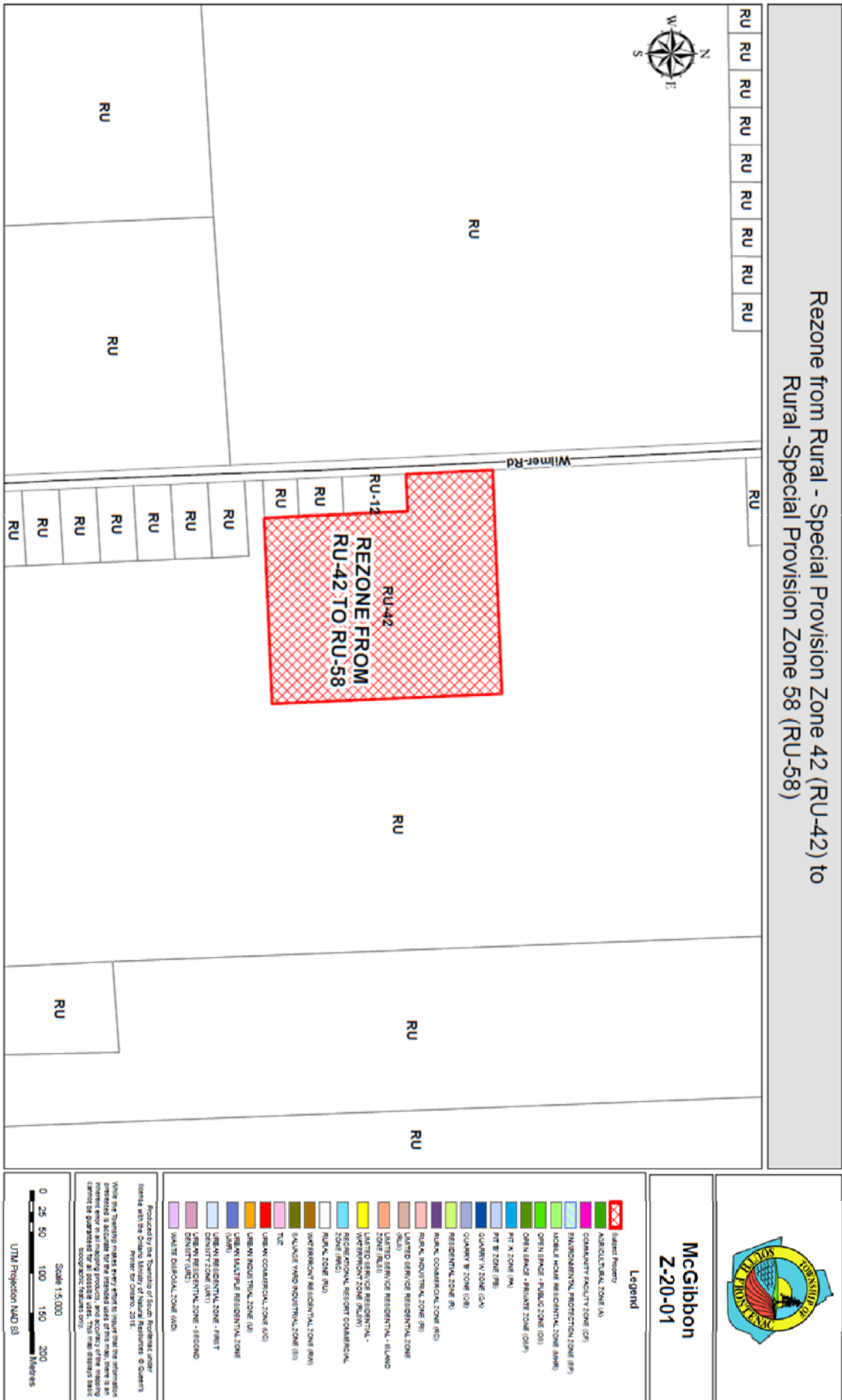
Read a third time and finally passed this 17th day of March, 2020.

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

Ron Vandewal, Mayor

Angela Maddocks, Clerk

Schedule 1



This is Schedule “1” to By-law No. 2020-14

Passed this 17th DAY OF MARCH, 2020

Ron Vandewal, Mayor

Angela Maddocks, Clerk

**TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2020-15**

**BEING A BY-LAW TO AMEND BY-LAW 2020-04, THE INTERIM TAX LEVY
BY-LAW WITH RESPECT TO THE DATE TAXES ARE PAYABLE**

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

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

AND WHEREAS due to the COVID-19 – Corona Virus global concern and the provincial closure of programming, facilities and extended school breaks, Council deems it necessary to extend the due date for the Interim Tax Levy to ensure the health and safety of all residents and staff,

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

THAT:

- 1) The said interim tax levy shall become due and payable on the 30th day of April, 2020.
- 2) This by-law shall come into force and take effect on the date of its final passing.

Dated at the Township of South Frontenac this 17th day of March 2020.

Read a first and second time this 17th day of March 2020.

Read a third time and finally passed this 17th day of March 2020.

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

Ron Vandewal, Mayor

Angela Maddocks, Clerk



REPORT TO COUNCIL

Development Services - Planning



Report Date: March 12, 2020
Agenda Date: March 17, 2020

Subject: Notice of Motion – Resolution 2019-34-04
 Status of Johnston Point Plan of Condominium

Recommendation

This report is for information only.

Background

On December 17, 2019, Council passed the following resolution:

That Council request the Director of Development Services to bring forward a report in the first quarter of 2020 that provides an update on the Johnston Point Condominium Agreement, Site Plan Control Agreement(s) process and availability of the unredacted copy of the environmental benefit permit, and that provides clarity on the Johnston Point OMB Ruling line [56] and to the implementation of Conditions 5 (a), 5 (c), 5 (d), 5 (e) that addresses environment and natural heritage, Condition 8 (c) dock and deck access, Condition 12 utilities and on-site works, Condition 13 Site Plan Control and Condition 16 CRCA and MNRF Clearance letters.

This report provides an update to Council about the status of the Johnston Point Vacant Land Plan of Condominium and Site Plan process, comments on the availability of the unredacted copy of the environmental benefit permit, provide clarity on the OMB Ruling line [56] and addresses the implementation of several conditions of draft plan approval.

This report uses the term “Developer” throughout the discussion. While the property is owned by two parties (Magenta Waterfront Development Corporation and 1324789 Ontario Inc.), the term “Developer” generally references Magenta Waterfront Development Corporation as Township and County staff have been solely working with Magenta Waterfront Development Corporation and their Planner, Tracy Zander, to fulfill conditions of draft approval since the extension of draft plan approval in June 2019.

Analysis

Environmental Benefit Permit

One of the conditions of draft plan approval for Johnston Point requires that the owners consult with the Ministry of Natural Resources and Forestry on species at risk and incorporate all recommendations of a benefit permit, if required. The condition reads as follows:

D. The owner shall confirm that MNRF have been consulted on all species at risk issues and that the Declaration and the Vacant Land Condominium Agreement shall incorporate all recommendations from the MNRF included in any Benefit Permit, if issued, related to Gray Rat Snakes and Blandings Turtles or any other species at risk identified.

The Environmental Benefit Permit for the draft approved plan of condominium was issued by the Ministry of Natural Resources and Forestry on October 28, 2018 (Permit # PT-C-001-16).



REPORT TO COUNCIL

Development Services - Planning



In order to obtain a copy of the Environmental Benefit Permit, the County of Frontenac filed a Freedom of Information Act request with the Ministry of Natural Resources/Ministry of Environment, Conservation and Parks in January 2019. The County received a copy of the Environmental Benefit Permit from the Ministry on October 29, 2019. The County Planning Director prepared a report for County Council releasing the redacted Environmental Benefit Permit on November 20, 2019. The same report and redacted permit was shared with South Frontenac Council on the same date.

The permit provided to the County is a redacted version of the complete permit. The County was informed by the Ministry that redacted sections in the permit are a combination of those redacted by the Ministry and by a third party with an interest in the permit. It is planning staff's understanding that the Ministry redacted information that could indicate the placement of species at risk or their habitat.

Since the approval of the Benefit Permit in 2018, the approval authority for permits has shifted from the Ministry of Natural Resources and Forestry to the Ministry of the Environment, Conservation and Parks. It is the responsibility of the developer to ensure that the conditions of Benefit Permit #PT-C-001-16 are met and that the conditions of draft plan approval are fulfilled. The Ministry of the Environment, Conservation and Parks is the Ministry responsible for the enforcement of the permit.

In June 2019, Court action was taken between Magenta and the Permit holder (1324789 Ontario Inc.) to obtain a copy of the Environmental Benefit Permit. In the court order, the judge also required a copy of the full Environmental Benefit Permit (1324789 Ontario Inc.) be released to County and Township planning staff and our legal counsel for the purpose of clearing draft plan conditions. The Court order stated that copies of the benefit permit were not permitted to be shared with any member of the public without further court order.

Concerns about the public release of the Environmental Benefit Permit were grounded in concern about the sensitivity of information about Species at Risk. Township and County planning staff have completed specialized training delivered by the Ministry of Natural Resources (MNR) and are authorized by MNR to receive a higher level of sensitive information about species at risk than is released to the general public.

Following the December 17, 2019 resolution of Council, Township staff communicated with the Species at Risk staff of the Ministry of Environment, Conservation and Parks (MECP) staff about the possibility of including the unredacted benefit permit in the condominium agreement. MECP did not provide their agreement to include the unredacted permit as part of the condominium agreement. Instead they directed Township staff to speak with our own lawyer to seek advice on this matter. On review with our own legal counsel, the Township was advised that the best way to make this information available to the future owners of the residential units within Johnston Point was to include clauses in the condominium agreement requiring the developer to share the full Environmental Benefit Permit with potential purchasers through a purchase and sale agreement and to require that the Permit be included in the condominium declaration. This is the preferred approach rather than publically releasing sensitive species at risk information by including it as a schedule to the condominium agreement.

Status of Plan of Condominium Agreement

South Frontenac Council approved by-law 2018-34 on June 5, 2018 to enter into a condominium agreement with Magenta Waterfront Development Corporation & 1324789 Ontario Inc. for development at Johnston Point.

This agreement was prepared by the Township, and to date has not been signed by either Magenta Waterfront Development Corporation or 1324789 Ontario Inc.



REPORT TO COUNCIL

Development Services - Planning



The agreement that Council entered into by by-law in June 2018 was prepared prior to the issuance of the Environmental Benefit Permit for Johnston Point by the Ministry of Environment, Conservation and Parks in October 28, 2018.

Upon review of the Environmental Benefit Permit, the Township Director of Development Services advised Magenta and their planner, Tracy Zander, that in order to clear the conditions of draft plan approval, the plan of condominium agreement would need to be updated to include a number of new conditions in order to effectively integrate the terms of the Benefit Permit with the development of the plan of condominium.

From the version of the agreement that Council entered into by by-law in June 2018, the condominium agreement has been updated to require an unredacted version of the Environmental Benefit Permit (#PT-C-001-16) to be provided to potential purchasers as part of the purchase and sale agreement. The agreement now includes the reference to the issued permit number (#PT-C-001-16). It also includes a clause requiring the condominium declaration include an unredacted version for the Environmental Benefit Permit. The condominium declaration is the document that establishes the rules that govern and obligate the condominium corporation and the unit owners of the condominium.

A further update has been included in the agreement that now requires the developer to prepare and undertake the preparation of a Master Site Plan prior to the preparation of separate site plans for the individual residential units within the plan of condominium. The Master Site Plan and individual site plans would be required to incorporate the Township environmental standards and the conditions of the Environmental Benefit Permit. This requirement is incorporated into the updated condominium agreement in Schedule "E", clause 34. Further discussion of this approach is included below.

While the addition of the two-stage site plan agreement is the biggest change to the agreement, there are additional changes including listing the amount of securities to be paid to the Township, specific clauses about the timing of certain road improvements, and the requirements for the developer to upgrade the intersection of Hinterland Lane and North Shore Road. As the Township is undertaking the rehabilitation of North Shore Road in 2020, it is the preference of the Director of Public Services to incorporate this roadwork as part of the larger North Shore Road project. The agreement includes a capital contribution that would be paid by the developer to the Township for undertaking this work.

The updated draft condominium agreement was shared with Magenta Waterfront Development Corporation on February 24, 2020 by the Township solicitor. At the time of writing of this report, Township staff have not received a response from the developer as to whether they are agreeable to the terms of this updated condominium agreement.

Once the developer has reviewed the agreement, staff will bring the condominium agreement back before Council for consideration. The attached condominium agreement is in draft form until it has been approved and entered into by Council and the developer.

Site Plan Control Applications

To date, no site plan control applications have been submitted for Johnston Point Plan of Condominium. It is anticipated that the Developer will not submit a site plan application until after the condominium is final approved.

The updated condominium agreement includes provisions establishing that site plan control applies to all units within the Johnston Point Plan of Condominium. The updated agreement establishes a two stage site plan process. There is a requirement for the Developer to establish a Master Site Plan that



REPORT TO COUNCIL

Development Services - Planning



deals with the implementation of the requirements of draft plan approval and the Environmental Benefit Permit across the whole plan of condominium.

At time of construction on an individual unit, the unit owner will have to go through the site plan process for their individual unit. At that time staff will confirm that the development of their unit is consistent with the overall Master Site Plan for Johnston Point.

Schedule E, Section 34 of the updated Johnston Point Condominium Agreement outlines the two-step site plan control process. This section establishes that site plan control applications shall be circulated to the Cataraqui Region Conservation Authority for review and comment prior to Municipal approval. Prior to applying for a building permit for any Unit, the Developer shall obtain site plan approval for the entire site (Master Site Plan). Among the items to be addressed in the Master Site Plan is the allocation of the maximum area of disturbance (2.32 hectares/5.7 acres) permitted by the Environmental Benefit Permit across the 15 residential lots (units) and the commonly held condominium lands (common elements) within the Condominium. The Benefit Permit (PT-C001-16) has allocated that 2.32 hectares of land across the entire Johnston Point Plan of Condominium can be disturbed for the purpose of development. The Master Site Plan shall incorporate all recommendations from the approved studies referenced in the Condominium Agreement.

Schedule E, Section 34 a) includes the full range of items expected to be included in the Master Site Plan. Schedule E, Section 34 b) outlines the information expected to be addressed in the Individual Unit Site Plans.

The Master Site Plan must be approved by Council prior to the approval of any Individual Unit Site Plans. Both the Master and Individual Unit Site Plans must be approved prior to the issuance of a building permit. While the Environmental Benefit Permit will expire in 20 years, site plan approval will be permanently registered on the title of the properties within the Johnston Point Plan of Condominium.

Township staff feel this two-stage site plan process is the best approach to ensure the requirements of the studies that supported the creation of the condominium can be integrated with the Environmental Benefit Permit as well as the Township's environmental policies. It also requires the developer, to have a key responsibility with implementing recommendations outlined in the supporting studies. This two stage site plan also provides the developer the opportunity to allocate the area of disturbance across the 15 residential units, rather than leave it to individual residential unit owners. It has been communicated to the developer on several occasions that the Township's lawyer and Director of Development Services require the developer to undertake this approach in order for staff to clear conditions of draft plan approval. As such, the condominium agreement has been updated to incorporate this approach.

OMB Ruling Line [56]

Paragraph 56 of the OMB decision reads:

Pursuant to section 51 (56.1) of the Planning Act, RSO 1990, c. P. 13, as amended, the County of Frontenac shall have the authority to clear the conditions of draft plan approval and to administer the final approval of the plan of condominium for the purposes of S. 51(58). In the event there are difficulties implementing any of the conditions of draft plan approval, or if any changes to the draft plan are required, the Board may be spoken to further.

Section 51(56.1) is authority for the Tribunal to order that final approval of the condominium may be granted by the approval authority (in this case the County). Section 51(58) is simply the section of the Act that states that where the approval authority is satisfied that the plan conforms with the draft plan



REPORT TO COUNCIL

Development Services - Planning



conditions and that the conditions, "have been or will be fulfilled" the approval authority may grant final approval. Therefore, the County remains charged with determining if the conditions have been satisfied, and where they are satisfied, with granting final approval.

The sentence within paragraph 56 of the decision that states that the Board may be spoken to is a standard provision included in most decisions of this type. Including this sentence within the decision simply means that if the conditions cannot be satisfied, or if changes to the conditions are required, the Board (now Tribunal) can be spoken to by way of a motion. If Magenta wanted to alter any of the conditions of approval it could bring a motion to the Tribunal and seek an alteration from the Tribunal. The County and the Township would have the ability to participate in and possibly oppose any request made by Magenta.

Township and County Planning staff see no need to bring a motion forward to the Tribunal to seek changes to any conditions of draft plan approval. The conditions are in the process of being satisfied through the actions of County, Township, partner Agencies and the Developer.

Fulfillment of Conditions

The notice of motion requested an update on the implementation on several conditions of draft plan approval. These conditions include: Conditions 5 (a), 5 (c), 5 (d), 5 (e), that addresses environment and natural heritage, Condition 8(c) dock and deck access, Condition 12, utilities and on-site works, Condition 13 Site Plan Control and Condition 16 CRCA and MNRF Clearance letters.

Draft Plan Condition #	Condition	Implementation	Status
5 a)	Condo agreement shall include Twp limited service policies to recognize no commitment to assume private lane. Condo agreement shall require 30 metres of the highwater mark shall be maintained as natural vegetation	Included in condo agreement	Updated condo agreement provided to developer. Waiting for response from developer.
5 c)	Conditions of CRCA November 12, 2014 letter to the County of Frontenac be included in the condo agreement	Included in condo agreement	Updated condo agreement provided to developer. Waiting for response from developer.
5 d)	Owner confirm MNRF has been consulted on species at risk and the Declaration and Vacant Land	Condominium agreement has been updated to include reference to specific benefit permit. Includes language requiring the developer to provide a copy of the benefit	The updated condominium agreement has been provided to the Developer. Waiting for response.



REPORT TO COUNCIL

Development Services - Planning



	Condominium Agreement shall incorporate all recommendations of MNRF	<p>permit to purchasers</p> <p>Developer shall prepare a Master Site plan for condo that includes the implementation of specific requirements of the Benefit Permit.</p>	Waiting to receive draft condo declaration from developer.
5 e)	Owner shall complete Whip Poor Will surveys and submit information to MNRF	Owner has completed Whip Poor Will surveys and submitted info to MNRF	Complete
8 c)	A walking bridge be installed under the supervision of the CRCA to provide access to Long Bay. Such walking bridge must be installed to the satisfaction of CRCA and the Twp prior to registration of the Description and vacant land condo agreement.	<p>The walking bridge has been constructed under the supervision of CRCA and the Twp CBO.</p> <p>A joint site visit by CRCA and the Twp occurred on March 5th, 2020 to confirm construction has been completed.</p>	Complete
12 (A-H)	<p>Series of conditions regarding implementation of on-site utilities and services.</p> <p>12A – series of signage, education and fencing requirements;</p> <p>Prior to final approval a number of be made to the intersection of North Shore Rd and</p>	<p>Updated condominium agreement addresses the implementation of condition 12 A-H.</p> <p>Unopened road allowance has been transferred to the Owner.</p> <p>The Township is scheduled to reconstruct North Shore Road in 2020. Improvements required to intersection of North Shore Road have been incorporated into the updated agreement + requirement for payment of an additional \$70,000 in securities to have Twp undertake these improvements on behalf of the developer.</p>	Updated condominium agreement provided to the Developer. Waiting for a response from the Developer.



REPORT TO COUNCIL

Development Services - Planning



		<p>Street signage has been installed at the intersection of North Shore Rd & Hinterland Lane.</p> <p>Proposed 2 stage site plan approval in the updated condominium agreement addresses the requirement for installation of signage and fencing.</p>	
13	<p>Site Plan Control</p> <p>Development of all Units shall be subject to site plan control.</p>	<p>The updated condominium agreement includes provisions establishing that site plan control applies to all units within the Johnston Point Plan of Condominium. The updated agreement establishes a 2 stage site plan process. There is a requirement for the Developer to establish a Master Site Plan that deals with the implementation of the requirements of condition 13 and addresses any development on the common elements within the condominium. It also establishes that the Developer address the requirements of the Environmental Benefit Permit in the Master Site Plan.</p> <p>At time of construction on an individual unit, the unit owner will have to go through the site plan process to ensure the development of their unit is consistent with the overall Master site plan for Johnston Point.</p>	<p>Updated condominium agreement provided to the Developer.</p> <p>Waiting for a response from the Developer.</p>
16	<p>Clearance Letters</p> <p>Clearance letters are required to be prepared by the Township, CRCA</p>	<p>No clearance letters have been issued by agencies or the Township for the Johnston Point Plan of Condominium to date.</p>	<p>Draft plan of condominium conditions must be fulfilled (primarily through the updated condominium agreement) prior to the Township and Agencies</p>



REPORT TO COUNCIL

Development Services - Planning



	<p>and KFL&A Public Health advising the County of Frontenac that the conditions of draft plan approval have been satisfied.</p>	<p>A clearance letter is not required from MNRF.</p>	<p>being able to issue a clearance letter to the County.</p>
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Submitted by:

Claire Dodds, MCIP, RPP, Director of Development Services, Township of South Frontenac

Approved by:

Neil Carbone, CAO

Attachments:

1. Draft Plan Conditions for Johnston Point Vacant Land Plan of Condominium
2. Draft Updated Plan of Condominium Agreement for Johnston Point Vacant Land Plan of Condominium shared with Magenta on February 24, 2020

CONDITIONS TO APPROVAL

The conditions of approval for the draft plan of condominium are as follows:

1. Approved Draft Plan:

That this conditional approval applies to the Draft Plan of Vacant Land Condominium, dated February 26, 2016, last revised March 31, 2016, prepared by FOTENN Consultants Inc. and certified by Ronald Clancy, Ontario Land Surveyor comprising a total of 15 Residential Units and 4 blocks subject to the following:

- I. The locations of proposed dwellings and septic locations on Unit 7 and 15 shall be evaluated by a qualified environmental consultant and an addendum to the EIS prepared to confirm the locations and any conditions necessary for construction.
- II. The boundaries of the common element open space shall ensure that a 5m buffer between any units and the wetland boundary within the common element open space is established, consistent with the drawing attached as Attachment "A".

2. Condominium Agreement:

- A. That the owners of the subject land enter into a vacant land condominium agreement with the municipality, prepared to the satisfaction of the municipality, to be registered on title of the subject land.
- B. That the Vacant Land Condominium Agreement include a clause stating that 911 civic addressing and locations of all entrances to the units, including the construction and locations of any entrance culverts, shall be shown on a plan prepared to the Townships satisfaction prior to any development of the property.

3. Financial Requirements:

- A. That the owner agree in writing to satisfy all the requirements, financial and otherwise of the municipality concerning the provision of private lanes and upgrading of roads, installation of services and drainage, in accordance with the municipality's standards and procedures.
- B. That the Owner shall reimburse the Township of South Frontenac and County of Frontenac for all legal, engineering, planning, administrative expenses and permit fees including the cost of any peer review that the Township of South Frontenac or County of Frontenac may require in relation to the condominium.

4. Access

- A. That the private roads included in this draft plan identified as 'Blocks 16 and 17 shall be constructed to Township standards for new private lanes. Final approval of the constructed road will be required by the Township Public Works Manager.
- B. That the private roads included in this draft plan identified as 'Blocks 16 and 17 shall be located a minimum of 30 metres from the nearest point of any wetland or waterbody.
- C. All driveway construction for each Unit shall require Site Plan approval. All driveways shall require engineering design by a qualified Engineer to ensure mitigative measures are applied to direct stormwater runoff and reduce erosion. Following construction, inspection and approval of the Township Public Works Manager shall be required.

- D. That traffic counts be undertaken at North Shore Road and that the entrance location at the road be constructed to a standard acceptable to the Township, particularly in regards to safe sight lines and any requirements of the municipality related to traffic counts.
- E. That the private roads identified as 'Blocks 16 and 17 to be created as 'Common Element', including the "Existing Roadway Easement Over Private Lands", be named to the satisfaction of the municipality.
- F. That a 0.3 metre reserve be identified by survey along the road allowance of North Shore Road where it abuts proposed Unit 12, which 0.3 metre reserve shall be conveyed to and held in trust by the municipality for the purpose of denying additional access onto North Shore Road.
- G. That legal access to proposed Units 1, 2, 3, 4, 5 and 14 be obtained over the abutting portion of the existing lane that is on other private lands, and that the vacant land condominium agreement contain wording to permit this access. This wording must also acknowledge that the existing residential lots' access over the lane will be maintained all the way back to the public road.

5. Environment and Natural Heritage

- A. That the vacant land condominium agreement contains wording applying to all of the proposed units setting out the municipality's limited service policies to recognize that there is no commitment or requirement by the municipality to assume responsibility for ownership or maintenance of the private lane within the plan. In addition, the vacant land condominium agreement applying to all the waterfront units shall set out the municipality's environmental protection policies requiring that the area within 30 metres of the highwater mark of a waterbody or wetland shall be maintained in a natural state for soil and vegetation. This 30 metre environmental protection area is identified as Attachment "B".
- B. That the wetland area within the boundary of proposed Unit 14 be surveyed by the Owner prior to construction of any driveway within the Unit. The driveway shall be surveyed prior to construction to ensure that the driveway is constructed a minimum of 30m from the boundary of the surveyed wetland. The driveway shall be constructed by the Owner as a condition of sale of the Unit. This condition shall be included in the condominium agreement with the Township and the agreement of purchase and sale for Unit 14.
- C. That all conditions outlined in the letter dated November 12, 2014 from the Cataraqui Region Conservation Authority to the County of Frontenac, be included in the vacant land condominium Agreement with the Township, including that all driveways be placed a minimum of 30 metres from any waterbody and that all recommendations of the stormwater management plan be implemented.
- D. The owner shall confirm that MNRF have been consulted on all species at risk issues and that the Declaration and the Vacant Land Condominium Agreement shall incorporate all recommendations from the MNRF included in any Benefit Permit, if issued, related to Gray Rat Snakes and Blandings Turtles or any other species at risk identified.
- E. That the Owner shall complete Whip Poor Will surveys to determine if they are present at the site and submit this information to the MNRF.

6. Declaration, Easements and Joint Use Agreement

That the Declaration contain, at a minimum, clauses addressing the following to the satisfaction of the municipality, which clauses shall also form part of the Vacant Land Condominium Agreement:

- i. all access roads and driveways shall be set back a minimum of 30 m from all wetlands and water bodies;
- ii. silt barriers between all construction areas and wetlands or other water bodies shall be installed and maintained throughout the construction process until all disturbed areas have been revegetated;

- iii. all building envelopes and septic beds shall be located at the top of slope, complying with the setback distances established in Attachment "C" to these Draft Plan Conditions;
- iv. subject only to condition 6 (v), (vii), all living trees greater than 4 inches diameter at breast height within 40 m of any water body shall not be removed, with the exception of trees knocked over naturally;
- v. subject only to condition 6 and (vii), all vegetation, with the exception of invasive species, shall be retained and maintained in their natural state within 30 m of all water bodies;
- vi. An Ecological Committee shall be set up as part of the Condominium Board whose mandate would be to promote environmental stewardship initiatives on Johnston Point.
- vii. Notwithstanding sub-paragraphs 6(iv) and (v) above, the owner of a Unit, with the exception of Units 7, 9, 12, 13 and 15, may construct a walkway to the water provided that the walkway is no wider than 1.5m and provided that the walkway is constructed in the locations set out in the drawing attached to these Conditions of Draft Approval as Attachment 'A'. Any deviation from these prescribed locations may only be considered if in consultation with a qualified environmental professional to the satisfaction of the Township;
- viii. The Owner shall construct the walkways to the water as a condition of sale of the Units where a walkway is permitted. This condition shall be included in the condominium agreement with the Township and the agreement of purchase and sale for all Units where a walkway is permitted;
- ix. The existing Butternut tree at Unit 8 shall be retained and no development shall be permitted within 25 m of the tree;
- x. Signage shall be installed at the PSW boundary to ensure residents do not alter, fill or negatively impact the PSW, which signage shall be worded to the satisfaction of the municipality and the CRCA;
- xi. Docks may only be constructed on units 1, 2, 3, 4, 5, 6 (Unit 6 is subject to obtaining access in accordance with these conditions), 8, 10, 11 and 14 provided that the following restrictions are complied with:
 - 1. docks may only be constructed at the general locations identified on Attachment "A" to these Conditions of Draft Plan Approval;
 - 2. The joint use docks may only be constructed in accordance with all applicable approvals issued by the Cataraqui Region Conservation Authority and/or the Ministry of Natural Resources and Forestry;
 - 3. docks must be floating or pole docks;
 - 4. no aquatic vegetation shall be removed during construction, use or maintenance of any dock;
 - 5. the surface area of any dock located in Long Bay shall not exceed 15 m² and its length shall not exceed 8 m;
 - 6. subject to 6(xii), the surface area of any dock not located in Long Bay may not exceed 20 m² and its length shall not exceed 8 m;
 - 7. the Owner shall work with any purchaser of any Unit to determine their preference and docking needs and shall construct all docks as a condition of sale of the Units where a dock is permitted. As per condition 6 xi.(2), dock location and construction shall only occur following CRCA and/or MNRF permit issuance. This condition shall be included in the condominium agreement with the Township and the agreement of purchase and sale for all Units where a dock is permitted.
- xii. Joint use docks may be constructed on Unit 10 to provide shared docking for the owners of Units 7, 9, 12, 13 and 15, subject to the following restrictions:
 - 1. The Owner's qualified environmental professional, in cooperation with the Cataraqui Region Conservation Authority, will identify a low/no impact 1.5 metre walkway to the joint use docking facility through the vegetated buffer on lot 10 generally in the location identified on Attachment "A" to the water's edge. The walkway shall be constructed a minimum of 3m from the adjacent wetland

- boundary and be delineated by a page wire fence. The Owner shall construct the joint use docks as a condition of sale of the first Unit that is permitted to use the joint use docks. This condition shall be included in the condominium agreement with the Township and the agreement of purchase and sale for all Units that are permitted to use the joint use dock;
2. The joint use docks may only be constructed in accordance with an approval provider;
 3. The joint use docks must be floating, cantilever, or pole docks;
 4. No aquatic vegetation shall be removed during construction, use or maintenance of any dock;
 5. The owners of Units 7, 9, 12, 13 and 15 will have exclusive use of the 0.31 ha small island located south of and between units 8 & 9 , and held in ownership by the Condominium Corporation;
 6. Development on this small island will comply with Clause 6(v). The old corduroy road/path to the island shall be removed in accordance with the recommendations of a qualified environmental professional. The location of the dock shall be limited to the east side of the island. Permanent exclusionary fencing and signage shall be installed limiting access to the west side of the island. Signage will explain why no access to the west side of the island is permitted. Any deviation from these prescribed locations on Attachment 'A' may only be considered if in consultation with a qualified environmental professional to the satisfaction of the Township;
 7. The owners of Units 7, 9, 12, 13 and 15 will be permitted additional shared docking on this small island. All joint use docking on the island shall conform to the requirements of this condition;
 8. The joint use docks shall be constructed so that they do not interfere with navigation and shall conform with the applicable zoning for docks.
- B.** The Common Element Open Space shall be governed by Condominium Rules to, at a minimum and without limitation, prohibit the removal of any vegetation within this area and to prohibit the creation of walkways and structures. Use of the Common Element Open Space shall be restricted to "passive recreational uses" as defined in Condition 9A.

7. On-Site Sewage Disposal and Water Systems:

- A.** That the recommendations outlined in the letter dated September 3, 2014 from KFL&A Public Health to the County of Frontenac, be addressed to the satisfaction of the municipality.

8. Dock and Deck Access

- A.** Subject to Condition 6(xi), that any dock that is placed at Unit 2 shall be located on the western shore of Unit 2 so that the dock is not located in Long Bay, but is on the open water of Loughborough Lake. Only one (1) dock shall be permitted to service Unit 2, all other existing docks shall be removed as a condition of site plan approval for the Unit.
- B.** Subject to Condition 6(xi), only one (1) dock shall be permitted to service Unit 1, all other existing docks shall be removed as a condition of site plan approval for the Unit.
- C.** That, in recognition that access to the open water of Long Bay from proposed Unit 6 is by way of an island within a wetland, a walking bridge be installed under the supervision of the Cataraqui Region Conservation Authority to provide this access to Long Bay. Such walking bridge must be installed to the satisfaction of the CRCA and the Township prior to registration of the Description and vacant land condominium Agreement.

9. Parkland Dedication:

- A. That Block 18, Common Element Parkland, be renamed a Common Element Open Space. The Common Element Open Space shall be governed by Condominium Rules to, at a minimum and without limitation, prohibit the removal of any vegetation within this area and to prohibit the creation of walkways and structures. Use of the Common Element Open Space shall be restricted to passive recreational uses and all motorized vehicles shall be prohibited. For the purposes of this section, “passive recreational uses” shall not include trails, hunting, motor boating, or use of any motorized vehicle. An overlook/viewing area shall be permitted in this Block; such overlook to be located adjacent to the private road and be subject to Site Plan Approval.
- B. That the owner convey up to five percent of the land included in the plan to the municipality for public park purposes. Alternatively, the municipality may require cash-in-lieu for all or a portion of the conveyance.

10. Stormwater

- A. That the recommendations contained in the ‘Stormwater Management Brief for the Johnston Point Condominium Development’, undated, by Asterisk Engineering Corporation and associated drawings related to site drainage design, construction and maintenance, including construction of ditches and culverts, be included in the Vacant Land Condominium Agreement and that they be complied with to the satisfaction of the municipality.
- B. That all requirements and recommendations specified in the ‘Hydrogeological Assessment at Johnston’s Point’ report, dated June 2014 from WESA, and all associated drawings be included in the Vacant Land Condominium Agreement and that they be complied with to the satisfaction of the municipality.

Human Remains:

The condominium agreement shall contain a clause providing that any Owner(s) be advised, and also that a notice be placed in the purchase and sale agreement alerting any prospective purchasers that in the event that human remains are discovered during construction or site development of a lot, that the property owner shall immediately contact the OPP, the Ministry of Tourism, Culture and Sport and the Registrar or Deputy Registrar of the Cemeteries Unit of the Ministry of Consumer Services (or the applicable agencies at the time of final approval).

11. Archaeological Resources:

- A. That all recommendations of the Archaeological Assessment (Stage 1-4) Report by Abacus Archaeological Services be implemented to the satisfaction of the Township.
- B. That the applicant provide clearance letters for the Stage 1-4 Archaeological Assessments from the Ministry of Tourism, Culture, and Sport.
- C. That if during the process of development any archaeological resources or human remains of Aboriginal interest are encountered, the Algonquins of Ontario Consultation Office will be contacted immediately at:

Algonquins of Ontario Consultation Office
 31 Riverside Drive, Suite 101
 Pembroke, Ontario K8A 8R6
 Telephone: (613) 735-3759
 Fax: (613) 735-6307
 email: algonquins@nrtco.net

12. Utilities and On-Site Works

- A. The following mitigation measures shall be implemented:

- i. The private road shall be posted with a 30 km/h speed limit placed to the satisfaction of the municipality;
 - ii. a turtle crossing and education sign developed to the satisfaction of the municipality shall be installed on the private road near the southern end of lot 13;
 - iii. the private road shall be maintained as a gravel surface only; for clarity, no future hard surface paving shall be permitted without additional environmental impact analysis;
 - iv. a land owner education program and environmental sensitivity information package shall be developed and provided to every owner of a Unit and the clause shall be included in all agreements of purchase and sale for any unit enclosing the education information package; and
 - v. a permanent exclusion fence shall be constructed on both sides of the private road along the frontage of lots 6 and 8, to the satisfaction of the municipality.
- B.** That, prior to final approval, the portion of the unopened road allowance identified on the Plan through Units 12 and 13 and Block 17, be closed and the ownership transferred to the owner of the subject lands.
- C.** That, prior to final approval, a garbage collection facility be installed at the entrance to the development near North Shore Road to the satisfaction of the Township.
- D.** That, prior to final approval, any required Canada Post box be installed on the right-of-way for the lane near the entrance to the development at North Shore Road.
- E.** That, prior to final approval, street lighting shall be installed to the Township's satisfaction at the location for the Canada Post boxes and garbage collection area near North Shore Road.
- F.** That, prior to final approval, street signage shall be installed according to Township standards and to the satisfaction of the municipality.
- G.** Speed limit signs shall be erected at the water at the entrance to Long Bay advising that all watercraft shall adhere to a maximum 10 km/h speed limit
- H.** That, prior to final approval, the municipality be satisfied that all servicing issues are resolved such as private lane construction and any required upgrades to North Shore Road.

13. Site Plan Control

That the development of all Units shall be subject to site plan control approval. Site Plan Control applications shall be circulated to Cataraqui Region Conservation Authority for review and comment prior to Township approval. Prior to applying for any building permit the owner of any Unit shall obtain site plan control approval and enter into a site plan control agreement with the Township, which agreement shall include, but not be limited to, the following:

- i. An approved site plan showing the location of all structures, including the septic disposal system and well, consistent with the recommendations of the EIS;
- ii. A location for the alternate septic disposal system location, which location shall not be developed;
- iii. The location of any walkway to the water, where such walkway is permitted;
- iv. The location of any dock, where a dock is permitted;
- v. The location of any driveway; and
- vi. Notwithstanding condition 6 (iv), all living trees on each Unit greater than 4 inches diameter at breast height shall be maintained unless approved for removal as part of Site Plan review.

14. Revisions to Draft Plan:

- A. That Prior to Final Condominium Approval, the Owner shall submit a revised Block Plan, if required, to reflect any significant alterations caused from this Draft Plan Approval.
- B. That where final engineering design(s) result in minor variations to the Plan (e.g., in the configuration of lots, etc.), these may be reflected in the Final Plan subject to the satisfaction of the Township of South Frontenac and the County of Frontenac.

15. General conditions:

- A. That when requesting final Approval from the County of Frontenac, the Owner shall accompany such request with the required number of originals and copies of the Final Plan, together with a surveyor's certificate stating that the lots/blocks thereon conform to the frontage and area requirements of the Zoning By-Law.
- B. That prior to final approval, the County of Frontenac is to be advised by the municipality that this proposed subdivision conforms to the Zoning By-law in effect of the Township of South Frontenac including that the zoning is satisfactory to the Cataraqui Region Conservation Authority.
- C. That the Owner submit a draft Vacant Land Condominium Declaration for approval by the Township and County to ensure all conditions of approval will be satisfied

16. Clearance Letters:

- A. That prior to final approval, the County of Frontenac is to be advised by the municipality that this proposed development conforms to the Zoning By-law in effect of the Township of South Frontenac including that the zoning is satisfactory to the Cataraqui Region Conservation Authority.
- B. That Prior to Final Condominium Approval, the County is to be advised in writing by the Township of South Frontenac the method by which conditions 1 to 14 have been satisfied.
- C. That Prior to Final Condominium Approval, the County is to be advised in writing by KFL&A Public Health the method by which condition 6A has been satisfied.
- D. That Prior to Final Condominium Approval, the County is to be advised in writing by the Cataraqui Region Conservation Authority the method by which conditions 7 and 8 have been satisfied.

17. Lapsing Provisions:

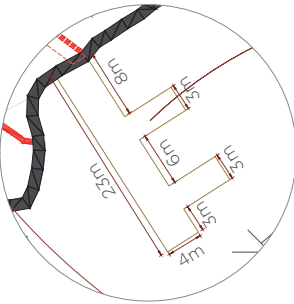
- A. That pursuant to Section 51(32) of the Planning Act, this Draft Plan Approval shall lapse at the expiration of three (3) years from the date of issuance of Draft Plan Approval if final approval has not been given, unless an extension is requested by the Owner and, subject to review, granted by the approval authority.
- B. That pursuant to Section 51(33) of the Planning Act, the Owner may submit a request to the approval authority for an extension of the Draft Plan Approval. The extension period shall be for a maximum of three (3) years and must be submitted prior to the lapsing of Draft Plan Approval. Further extensions may be considered at the discretion of the Township and the County.

Attachment "A"
Conceptual Site Plan
Unit, Path and Dock Locations

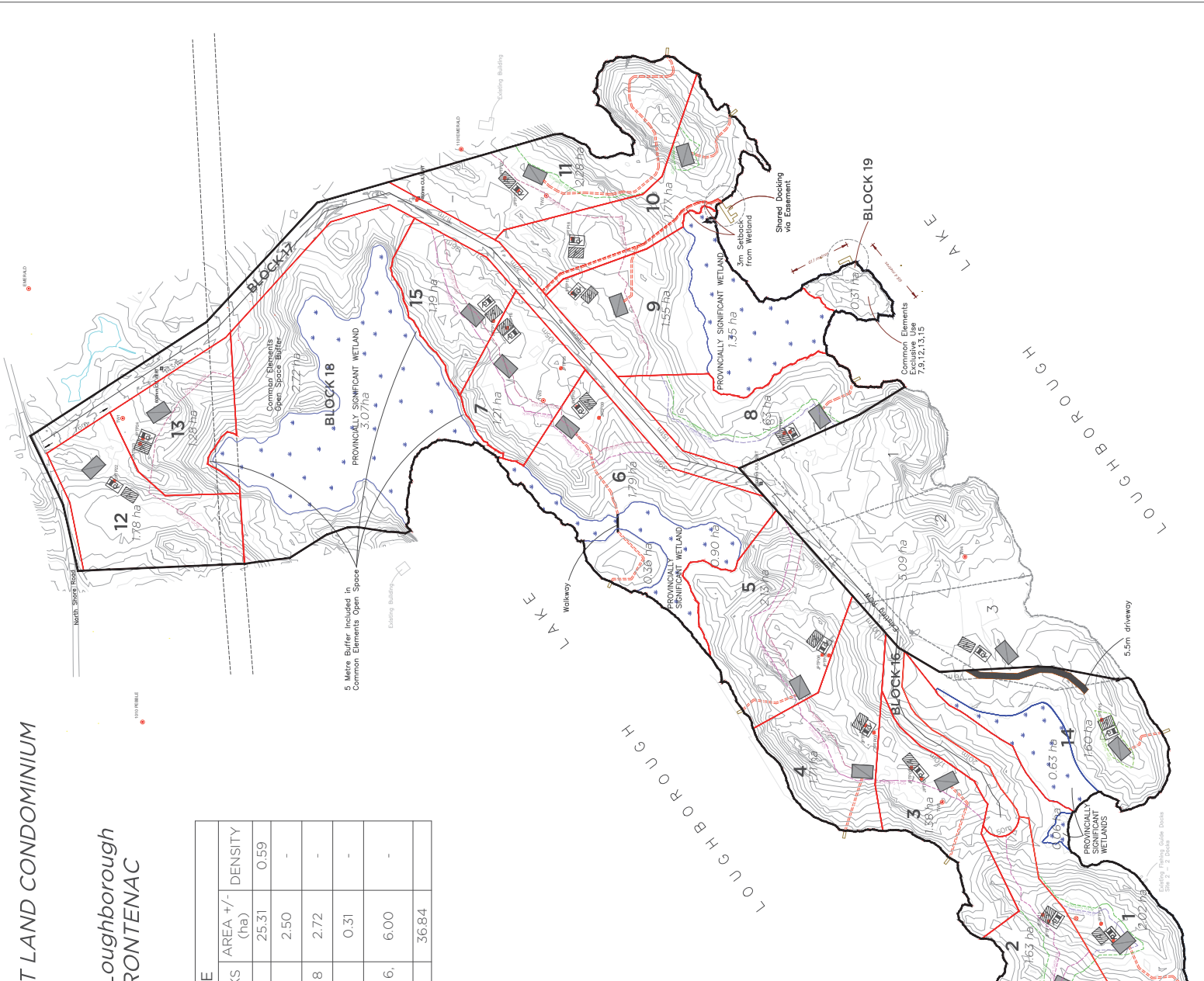
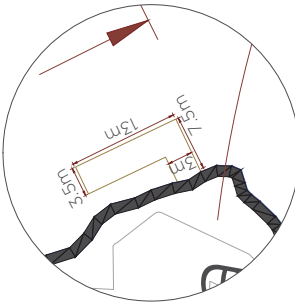
DRAFT PLAN OF VACANT LAND CONDOMINIUM
 Part of LOTS 23 and 24
 CONCESSIONS 6 and 7
 Geographic Township of Loughborough
 TOWNSHIP OF SOUTH FRONTENAC
 County of Frontenac

LAND USE TABLE			
LAND USE	UNITS/BLOCKS	AREA +/- (ha)	DENSITY
RESIDENTIAL	Units 1-15	25.31	0.59
ROADS/STREETS	Blocks 16-17	2.50	-
OPEN SPACE/PARKLAND	Part of Block 18	2.72	-
EXCLUSIVE USE	Block 19	0.31	-
PROVINCIAALLY SIGNIFICANT WETLAND	Part of Units/Blocks 1, 6, 9, 14 and 18	6.00	-
TOTAL SITE AREA		36.84	

COMMUNAL DOCK AT UNIT 9/10 BOUNDARY



DOCKING AT SHARED ISLAND (BLOCK 19)



ADDITIONAL INFORMATION REQUIRED UNDER SECTION 51.17 (A-L) OF THE PLANNING ACT:

- a) Shown on Draft Plan
- b) Shown on Draft Plan
- c) All adjacent lands owned, or in which the applicants have an interest are shown on the Key Plan
- d) Residential: Single Dwelling Units
- e) Residential: Rural / Single Dwelling Units
- f) Shown on Draft Plan
- g) Shown on Existing Conditions and Proposed Condominium Plan
- h) Private Wells
- i) Loam - shallow phase, loam, rock outcrop, shallow monteele sandy loam, muck and peat
- j) Shown on Draft Plan
- k) Garbage collection, Telephone, Cable, Electricity
- l) Restrictive Covenants, Utility Easements

OWNER'S CERTIFICATE
 I, _____ HERBY AUTHORIZE TO PREPARE AND SUBMIT THIS PLAN TO THE COUNTY OF FRONTENAC FOR REVIEW AND APPROVAL.
 SIGNED: _____ DATE: _____

SURVEYOR'S CERTIFICATE
 I CERTIFY THAT: PROPERTY PERIMETER IS BASED ON THE FOLLOWING UNDERLYING SURVEY: 13R-13844
 DATE: JUNE 12, 2014
 O.L.S

No.	REVISION	DATE	BY
3	5m buffer, land use table	Mar 31 2016	YLD
2	Paths	Mar 23 2016	YLD
1	Docks	Mar 21 2016	YLD

CLIENT
MAGENTA WATERFRONT DEVELOPMENT LIMITED
PROJECT
JOHNSTON POINT PLAN OF CONDOMINIUM
DRAWING
CONCEPTUAL SITE PLAN

FOTENN PLANNING + DESIGN
 108-6 Cataragui Street Kingston ON K7K 1Z7
 Tel: 613 542 5454 Fax: 613 730 1136
 www.fotenn.com

DRAWN BY YL
REVIEWED BY MK
DATE 2016.02.29
SCALE 1:1400

Attachment "B"
30 Metre Environmental Protection Area

688

JOHNSTON POINT CONDOMINIUM

COUNTY OF
Frontenac



Legend

- Johnston Point Wetland
- Johnston Point Lots
- 30 Metre Buffer from Water/Wetland
- Parcel Fabric

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Attachment "C"
Site Plan Matrix

Johnston Point Site Plan Matrix												
Unit No.	waterfrontage long bay	waterfrontage main lake	individual dock permitted	maximum dock size	shared dock w/ easement on unit 10	shared 0.31 ha island	3 meter path to water	1.5 m bridge to island	building setback from wetland/lake	septic setback from wetland/lake	Site Plan Control	details in APS
1	no	yes	yes	20m2	no	no	yes	no	40	45	yes	yes
2	yes	yes	yes	20m2	no	no	yes	no	40	50	yes	yes
3	yes	no	yes	15m2	no	no	yes	no	50	50	yes	yes
4	yes	no	yes	15m2	no	no	yes	no	50	60	yes	yes
5	yes	no	yes	15m2	no	no	yes	no	50	60	yes	yes
6	yes	no	yes	15m2	no	no	yes	yes	50	60	yes	yes
7	no	no	no	n/a	yes	yes	no	no	50	60	yes	yes
8	no	yes	yes	20m2	no	no	yes	no	40	45	yes	yes
9	no	no	no	n/a	yes	yes	no	no	60	60	yes	yes
10	no	yes	yes	20m2	no	no	yes	no	40	60	yes	yes
11	no	yes	yes	20m2	no	no	yes	no	40	60	yes	yes
12	no	no	no	n/a	yes	yes	no	no	60	60	yes	yes
13	no	no	no	n/a	yes	yes	no	no	60	60	yes	yes
14	no	yes	yes	20m2	no	no	yes	no	35	35	yes	yes
15	no	no	no	n/a	yes	yes	no	no	50	60	yes	yes

CONDOMINIUM AGREEMENT
Johnston Point

THIS AGREEMENT made in triplicate this ___ day of _____, 2020.

BETWEEN:

MAGENTA WATERFRONT DEVELOPMENT CORPORATION
And 1324789 ONTARIO INC.

hereinafter collectively referred to as the "OWNER"

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC

hereinafter referred to as the "Municipality"

OF THE SECOND PART

WHEREAS the Owner appealed to the Ontario Municipal Board resulting from a lack of decision within the requisite 180 day period regarding approval of a Draft Plan of Condominium for lands more particularly described on Schedule "A" attached hereto (the "Owner's Lands");

AND WHEREAS the Owner, the Municipality, and the County of Frontenac reached a settlement with respect to the Draft Plan of Condominium;

AND WHEREAS the Ontario Municipal Board approved the Draft Plan of Condominium for the Owner's Lands and imposed draft plan conditions, pursuant to the *Planning Act*, as amended;

AND WHEREAS the Plan of Condominium creates 15 Residential Units, a common access road, and a common waterfront passive recreational area, with the common elements (as such term is defined below) governed by the *Condominium Act*, 1998 (the "Act") the Declaration and the By-laws of the Condominium Corporation, with each Unit owner being an owner of the common elements as tenants in common in the proportions specified in the Declaration;

AND WHEREAS it is a condition to draft plan approval that the Owner enter into a Condominium Agreement with the Municipality and register this Agreement on title to the Owner's Lands in accordance with section 51(26) of the *Planning Act*;

AND WHEREAS the Owner shall register a Declaration and Description under the Act in order to create a Vacant Land Condominium Corporation upon the Lands described in Schedule "A" attached hereto, and upon creation of the Vacant Land Condominium Corporation (the "Condominium Corporation"), the Condominium Corporation shall assume all of the obligations of the Owner pursuant to this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the approval of the Plan of Condominium and other good and valuable consideration, the Owner hereby agrees with the Municipality as follows:

1. All capitalized terms shall have the meaning prescribed in the *Condominium Act* S.O. 1998, c. 19.
2. The Owner shall, at its sole risk and expense and to the satisfaction of the Municipality, construct, use, operate and maintain those facilities and works set out in the Draft Plan of

Condominium in accordance with the terms of this Agreement. The Draft Plan of Condominium listed in Schedule "C" are hereby incorporated by reference into this Agreement. Without limiting the generality of the foregoing, the Owner agrees that it shall build all private lanes to the Municipal standard for private lanes. The originals of the Draft Plan of Condominium are on file in the offices of the Municipality and shall govern in the event of any dispute.

3. As a condition of this agreement and without which this agreement shall have no effect, the Owner shall:
 - a. execute and deliver this Agreement to the Municipality;
 - b. obtain a consent to registration of this Agreement in a form satisfactory to the Municipality from the holder of any mortgage or other encumbrance of the Owner's Lands that will be outstanding on the date of registration of the Plan;
 - c. pay in full all outstanding taxes, drainage and unamortized local improvement charges on the Owner's Lands;
 - d. pay in full all outstanding invoices issued by the Municipality with respect to the Plan;
 - e. deliver to the Municipality an original copy and an 8½" X 14" reduced copy of the final Plan forwarded to the County for registration;
 - f. deliver:
 - i. to the County of Frontenac, eight (8) mylars and four (4) paper prints of the completed Plan;
 - ii. to the Township of South Frontenac, four (4) copies of all reference plans and four (4) copies of all conveyance documents for all easements and lands being conveyed to the Municipality, if any;
 - iii. to the Township of South Frontenac, a surveyor's Certificate to confirm that the units on the Plan conform to the permitted minimum area requirements for each unit and the maximum density requirements in the Zoning By-law of the Municipality; and
 - iv. to the Township of South Frontenac and the County of Frontenac, a digital file in AutoCAD format of all required drawings;
 - g. provide certification from the Owner's Professional Engineer that the facilities and services have been installed and are sufficient to ensure the independent operation of the Condominium Corporation. Alternatively, if any facilities or services have not been installed such that the Condominium Corporation can operate independently, then the Owner will be required to engage the services of a qualified quantity surveyor or professional engineer to provide a calculated amount of the required security for one hundred percent (100%) of the required works. The security shall be provided in a form satisfactory to the Municipality in its sole discretion and shall be in compliance with the Act.

4. The following Schedules are attached to and form part of this Agreement:

Schedule "A" -	Description of Lands
Schedule "B" -	Security
Schedule "C" -	Draft Plan of Condominium
Schedule "D" -	Grants of Easement and Other Public Lands

Schedule "E" - Municipal Conditions

5. The Owner shall comply with any amendments, additions or deletions to the Plan of Condominium that the Municipality may reasonably require after the date of this Agreement in order to better ensure the proper and orderly development of the Owner's Lands.
6. Without limiting the generality of the Owner's obligations set out in clause 1 of this Agreement, the Owner covenants and agrees that it shall comply with those municipal conditions set out in Schedule "E" to this Agreement.
7. The Owner shall deliver to the Municipality those deeds or grants of easement or rights-of-way set out on Schedule "D".
8. If required by the Municipality, the Owner shall employ an engineer licensed and in good standing with the Association of Professional Engineers of Ontario to supervise all engineering functions including but not limited to:
 - a. the preparation of calculations, contours, designs, plans and specifications;
 - b. the preparation and furnishing of all required drawings;
 - c. the preparation of the necessary contracts;
 - d. the obtaining of all required federal, provincial and municipal approvals;
 - e. the provision of the field layout, contract administration and construction supervision;
 - f. the maintenance of all records of construction and upon completion to advise the Municipality of all construction changes and to prepare all final and "as constructed" plans and drawings as may be required by the Municipality; and
 - g. acting as the Owner's representative in all matters pertaining to the construction.
9. The Owner shall furnish all plans, specifications, designs, calculations, contours, or other information pertaining to the Owner's Lands as the Municipality may require. No contract shall be awarded and no work shall commence or be continued without the prior written approval of the design and inspection of the work by the Municipality.
10. All required inspections shall be performed by the Municipality whose determination of whether any work has been constructed to its satisfaction shall be final.
11. The Owner shall not transfer title to any Unit within the Plan until after this agreement, all deeds, grants of easement and 0.3 metre reserves in favour of the Municipality and related reference plans of survey have been registered, as required.
12. All civic addresses and 911 numbers for use within the Plan shall be allocated by the Municipality. The Owner shall advise each purchaser of a Unit of its correct number.
13. The Owner shall submit proposed lane names to the Municipality for approval. The naming and installation of civic addresses and lane signs shall be in accordance with the Municipal Standards for 911 and Emergency Preparedness, at the Owner's expense. Street signs shall be installed prior to registration of this Agreement. The location of all entrances to all Units, including the location of culverts and 911 civic address signage shall be shown on a plan approved by the Municipality prior to issuing a building permit for development within the Lands.
14. The Owner covenants and agrees that nothing in this Agreement releases the Owner from the obligation to comply with the provisions of all other by-laws of the Municipality that may now or in future be in effect.

15. All construction within the Owner's Lands shall be carried out in accordance with any noise by-law of the Municipality which may be in effect from time to time.
16. Time shall be of the essence of this Agreement and of any extension of time that may be agreed upon by the parties.
17. The Owner hereby grants to the Municipality, its servants and contractors, a licence to enter the Owner's Lands during normal operating hours for the purpose of inspecting the real property within the Plan of Condominium and to perform any work arising from or the result of any default by the Owner under this Agreement.
18. It is the intent of this Agreement that the Municipality shall not incur any expense for the development of the Owner's Lands and every obligation of the Owner under this Agreement shall be deemed to include the words "at the expense of the Owner", unless specifically stated otherwise.
19. In the event the Owner is in default in the performance of any obligation under this Agreement and such default continues more than fifteen (15) days after the Municipality delivers written notice to the Owner requiring the Owner to remedy the default, the Municipality may, without further notice to the Owner, do such thing at the Municipality's expense as it may reasonably deem necessary to remedy the default, and the Municipality may recover the expense incurred in doing such thing by action or the same may be recovered in like manner as municipal taxes in accordance with the provisions of Section 446 of the *Municipal Act*, 2001, S.O., 2001, C. 25, as amended.
20. The Owner agrees to reimburse the Township of South Frontenac and County of Frontenac for all legal, engineering, planning, administrative expenses and permit fees including the cost of any peer review that the Township of South Frontenac or County of Frontenac may require in relation to the condominium.
21. All invoices, costs and expenses received or incurred by the Municipality and payable by the Owner shall be paid within thirty (30) days of the Municipality's invoice or demand for payment to the Owner, failing which the Owner shall be in default under this Agreement and shall continue in default until payment plus all accrued interest is made in full.
22. Interest shall be paid by the Owner on all overdue amounts at the same rate per annum and calculated in the same manner as the Municipality charges on overdue municipal taxes and any payments received shall be applied first on account of accumulated interest and then on the outstanding amount.
23. The Municipality shall undertake the registration, at the Owner's expense, of this Agreement against the title to the Owner's Lands and, in accordance with s. 51(26) of the *Planning Act*, all of the terms and conditions of this Agreement may be enforced against the Owner and any and all subsequent owners of the Owner's Lands.
24. The Owner shall ensure that the requirements of this Agreement are brought to the attention of its contractors, employees and workers prior to the start of any construction.
25. All covenants in this Agreement shall be construed as being joint and several and that, when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter gender, as the case may be, were expressed.
26. Pursuant to s. 51(32) of the *Planning Act*, the Draft Plan of Condominium Approval shall lapse on **June 28, 2020** if the final approval has not been given, notwithstanding the entering into of this Agreement, unless an extension is requested by the Owner and, subject to review, granted by the approval authority. Pursuant to s. 51(33) of the *Planning Act*, the owner may submit a request to the approval authority for an extension of the Draft Plan of Condominium Approval. The extension period shall be for a maximum period of three (3) years and must be submitted prior to the lapsing of Draft Plan Condominium Approval. Further extensions

may be considered at the discretion of the Municipality and the County of Frontenac.

27. Any dispute between the parties with respect to this Agreement shall, at the request of a party, be submitted to arbitration pursuant to the Arbitrations Act 1991 and the decision of the arbitrator or, if more than one, the decision of a majority shall be final and binding on the parties.
28. Each party shall pay its own costs of the arbitration and shall share equally the costs of the arbitrator(s).
29. Any notice required to be given by the parties to this Agreement shall be given by registered mail at the last known address for service of the parties, or at such other addresses as the parties may specify from time to time, (provided that in the event of a postal disruption, notice shall only be given by hand) and shall be deemed to have been delivered on the third day after the date of deposit in the post office.
30. The Owner agrees that if any section, clause or provision of this Agreement is for any reason declared by a Court of competent jurisdiction to be invalid the same shall not affect the validity of the Agreement as a whole or any part thereof, other than the section, clause, or provision so declared to be invalid and it is hereby declared to be the intention that all the remaining sections, clauses or provisions of this Agreement shall remain in full force and effect, notwithstanding that one or more provisions thereof shall be declared to be invalid.
31. The parties shall, upon reasonable request of the other, execute any further documents as may be required for the more perfect and absolute performance of the terms and conditions.
32. In addition, the Owner and each and every subsequent owner of the Lands or a part thereof acknowledges notice of and agrees to be bound by all of the provisions of this agreement and, in particular, those provisions set out in Schedule "E".
33. This Agreement shall ensure to and be binding upon the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have by the hands and seals executed this agreement as of the first date set out above.

SIGNED, SEALED AND DELIVERED:

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

Ronald Vandewal - Mayor

Neil Carbone – CAO

**MAGENTA WATERFORNT DEVELOPMENT
CORPORATION**

Name:
Office:
I/We have authority to bind the corporation

1324789 ONTARIO INC.

Name:
Office:
I/We have authority to bind the corporation

SCHEDULE "A"**LEGAL DESCRIPTION**

Part of Lots 23 & 24, Concessions 6 & 7, Geographic Township of Loughborough, Township of South Frontenac, County of Frontenac, more particularly described as Units 1-15 and Blocks 16-19 inclusive, all as shown on a draft Plan of Condominium dated February 26, 2016, last revised March 31, 2016, prepared by FOTENN Consultants Inc. and certified by Ronald Clancy, Ontario Land Surveyor.



SCHEDULE "B"**SECURITY**

The Owner shall deposit with the Municipality prior to registration of this Agreement the amount of twenty four thousand two hundred eight dollars and fifty cents (\$24,238.50) in cash or certified cheque or acceptable letter of credit, to construct all required facilities and services, to the satisfaction of the Municipality.

Without limiting the generality of the foregoing, the Owner agrees to provide to the Municipality a certified cheque in the amount of seventy thousand dollars (\$70,000.00) for purposes of its contribution towards road improvements at the intersection of North Shore Road and Hinterland Lane. The Owner further acknowledges and agrees that this amount shall not form part of the Security, but shall be utilized by the Municipality for the road works contemplated by the Draft Plan of Condominium conditions at its sole discretion.

Upon completion to the satisfaction of the Municipality of the works and facilities to be constructed in accordance with this agreement, if any, and upon receipt of the certificate of the consulting engineer required by clause 2(g) of this Agreement, the security or any balance thereof remaining shall be returned to the Owner.

SCHEDULE "C"
PLAN OF CONDOMINIUM DRAWINGS

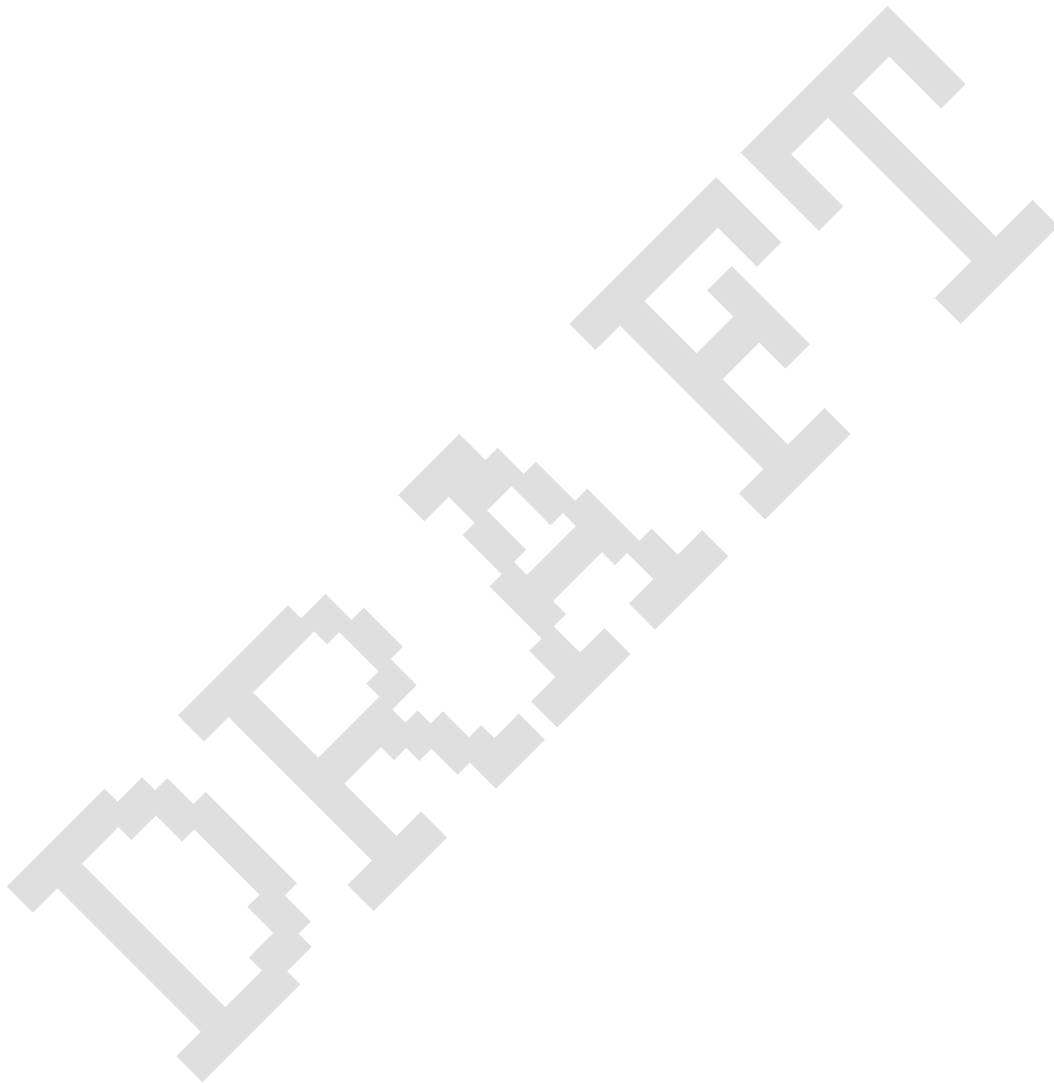
1. Draft Plan of Vacant Land Condominium, dated February 26, 2016, last revised March 31, 2016, prepared by FOTENN Consultants Inc. and certified by Ronald Clancy, Ontario Land Surveyor comprising a total of 15 Residential Units and 4 common element blocks.

THE ORIGINAL PLANS ARE NOW ON FILE IN THE MUNICIPAL OFFICES AND SHALL BE REFERRED TO IN THE EVENT OF ANY DISPUTE.



SCHEDULE "D"**GRANTS OF EASEMENT AND OTHER PUBLIC LANDS**

The Owner shall convey to the Municipality in fee simple, free of any encumbrances, those lands described as _____ on Plan _____ for purposes of a 0.3m reserve. Such 0.3 metre reserve shall be held in trust by the municipality for the purpose of denying additional access to North Shore Road.



SCHEDULE "E"

MUNICIPAL CONDITIONS

The Owner further covenants and agrees as follows:

1. In this Schedule "Plan" shall mean the Plan of Condominium, as finally approved.
2. The drainage of surface water within the Plan is the sole responsibility of the Owner and all subsequent purchasers of Units, who shall provide and maintain adequate drainage of surface water in accordance with the Draft Plan of Condominium.
3. The Owner shall include in each agreement for the purchase and sale of any Unit, notice that the Purchaser will be bound by the following provisions which shall, without limiting the generality of the foregoing, also form part of this Agreement, binding on the Owner:
 - (a) That every owner of a Unit shall be responsible for ensuring that all wastes are disposed of in compliance with the Municipality's waste management by-laws and all other applicable laws.
 - (b) The purchasers acknowledge receiving the following and hereby agree to comply with the recommendations contained therein:
 - (i) Environmental Impact Statement, dated March 1, 2014 prepared by Ecological Services;
 - (ii) Environmental Impact Statement, dated June 12, 2014 prepared by Ecological Services;
 - (iii) 'Hydrogeological Assessment at Johnston Point', dated June 2014 prepared by WESA;
 - (iv) 'Stormwater Management Brief for the Johnston Point Condominium', undated, prepared by Asterisk Engineering Corporation and associated drawings
 - (v) Letter from the Cataraqui Region Conservation Authority to the County of Frontenac dated November 12, 2014;
 - (vi) Archaeological Assessment (Stage 1-4) Report by Abacus Archaeological Services;
 - (c) Purchasers are advised that the owner of each Unit is responsible for the maintenance and repair of all services contained within the individual Unit, which are owned by the individual Unit owner.
 - (d) Purchasers acknowledge receiving Permit PT-C-001-16 issued on October 28, 2018 and hereby agree to the conditions of this Permit.
 - (e) Subject to any specific direction contained in Permit PT-C-001-16, Purchasers acknowledge and agree that all vegetation, with the exception of invasive species, shall be retained and maintained in their natural state within 30 metres of the shoreline. Within this 30 metre buffer area, no structures shall be built and the area shall remain in its natural state with respect to soil and vegetation, with the exception of a permitted pathway to the water. Any site disturbance shall be subject to specific direction within Permit PT-C-001-16.
 - (f) Subject to any specific direction contained in Permit PT-C-001-16, Purchasers acknowledge and agree that no development (including without limitation wells, structures, buildings or sewage disposal systems) or site alteration shall be permitted within 50 m of the shoreline of Loughborough Lake and within 120 metres of the edge of the Provincially

Significant Wetlands without first obtaining written permission from the Conservation Authority.

(g) Purchasers acknowledge and agree that within the Provincially Significant Wetlands there shall be no construction of any structures, including without limitation, docks, marine facilities and pathways and the shoreline shall not be altered in any way, subject only to removal of invasive species. Within Long Bay docks may be approved in accordance with this Agreement.

(h) All purchasers acknowledge and agree that all wells and septic systems shall be operated and maintained in accordance with all applicable laws, or decommissioned in accordance with all applicable laws.

(i) All purchasers acknowledge and agree that all development on the Lands within 120 metres of the Provincially Significant Wetlands and within 50 metres of the shoreline of Loughborough Lake is subject to the "Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulation" (Ontario Regulation 148/06). The regulation requires that the purchaser obtain the written approval of the Conservation Authority prior to any altering, straightening, changing, diverting or interfering in any way with the channel of such watercourses.

(j) All purchasers acknowledge and agree that should deeply buried archaeological remains be found on the property during its development, that the Ministry of Tourism and Culture shall be notified immediately. The purchasers further agree that any discovery of an aboriginal or archaeological artefact or resource is subject to controls under the Ontario Heritage Act and those archaeological resources shall not be removed without the approval of the Ministry of Tourism and Culture. In the event that any human remains are discovered, the purchasers agree to immediately contact the Ontario Provincial Police, the Ministry of Tourism and Culture, the Registrar or Deputy Registrar of the Cemeteries Regulation Unit of the Ministry of Consumer and Commercial Relations ((416) 326-8404) and the Municipality.

(k) All purchasers agree that if during the process of development any archaeological resources or human remains of aboriginal origins are encountered, the Algonquins of Ontario Consultation Office will be contacted immediately at:

Algonquins of Ontario Consultation Office
31 Riverside Drive, Suite 101
Pembroke, Ontario K8A 8R6
Tel. 613-735-3759
fax 613-735-6307
e-mail: algonquins@nrtco.net

4. The Owner shall provide to every purchaser of any Unit a copy of the master site plan and a site servicing plan showing the location of the building envelope, including the house, well, primary and alternate sewage locations for the Unit.
5. The identified primary and alternate sewage system locations shall be reserved and maintained solely for that purpose. No construction of wells, homes, driveways, pools, garages or any other structure is to take place in the primary or alternate sewage system location.
6. The primary and alternate sewage disposal locations were selected due to the suitability of those areas to provide an ideal area to treat sewage. No deviation will be permitted in the sewage disposal system locations unless, if it becomes necessary to deviate from the approved location, an engineering report and system design as well as a terrain analysis is provided to the satisfaction of the approval authority. The alternative location must also include an impact assessment on adjoining properties.
7. Proposal for sewage disposal systems which produce a higher quality of effluent will be

considered and encouraged by the approval authority in situations where protection of human health or the quality of surface water or groundwater is an issue.

8. The Owner acknowledges and agrees that the Municipality will not be assuming or maintaining the roads within the Plan and will have no obligation to undertake any works to improve, widen or upgrade the aforesaid roads at public expense at any time. The operation and maintenance of all roads and driveways within the Plan are the sole cost and responsibility of the Owner.
9. The Owner acknowledges and agrees that the Municipality shall not be responsible for providing fire, ambulance and other emergency services to any unit if the operator of the emergency vehicle, having made reasonable efforts in the circumstances, determines that the condition of the roads or driveways as constructed or maintained at the time, prevents the vehicle from being operated properly or safely in order to access or exit any given unit.
10. The Owner acknowledges and agrees that the Municipality shall not provide curbside waste disposal services to any unit within the Plan. Waste pickup will be available at the Township Road.
11. The Owner acknowledges and agrees that any development or redevelopment is subject to land use planning controls and Ontario Building Code permits and approvals, intended to, among other things, conserve shorelines, wetlands and woodland areas in their natural state.
12. The Owner acknowledges and agrees that every owner of a Unit shall be responsible for operation and maintenance of their water system in accordance with all applicable laws.
13. It is the responsibility of the Owner and each subsequent owner of a Unit within the Plan of Condominium to make whatever arrangements with Hydro One and such other utility provider as are necessary for the installation of hydro-electric, telephone and other utility services for the Unit.
14. The Owner shall confirm that sufficient wire-line communication/ telecommunication service to the proposed development exists. In the event that such infrastructure is not available, the Owner is hereby advised that the Owner may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Owner is required to demonstrate to the Municipality that sufficient alternative communication/ telecommunication facilities are available within the proposed development, such facilities must be sufficient to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (i.e. 911 Emergency Services).
15. The Owner shall endeavour to maintain all existing grades along the edge of the boundary of the Plan.
16. The Owner hereby agrees to indemnify and save harmless the Municipality against all actions, causes of action, suits, claims, demands and costs whatsoever arising by reason of any matter under this Agreement, including without limitation any actions, causes of action, suits, claims, demands or costs directly or indirectly related to the construction, use, operation or maintenance of the roads within the Plan, including the inability to operate an emergency vehicle properly or safely in order to access or exit any given unit due in whole or in part to the condition of the roads or driveways within the Plan at the time.
17. The Owner shall agree in writing to satisfy all requirements, financial and otherwise of the Municipality concerning the provision of private lanes and upgrading of roads, installation of services and drainage, in accordance with the Municipality's standards and procedures.
18. The locations of proposed dwellings and septic locations on Units 7 and 15 shall be evaluated by a qualified environmental consultant and an addendum to the Environmental Impact Statement and terrain analysis reports shall be prepared to confirm the locations and any conditions necessary for construction.

19. The boundaries of the common element open space shall ensure that a 5m buffer between any Units and the wetland boundary within the common element open space is established, to the satisfaction of the Municipality.
20. Private roads included in the Plan identified as Blocks 16 and 17 shall be constructed to the Municipality's standards for new private lanes and final approval of the constructed roads shall be obtained by the Owner from the Municipality's Public Works Manager. Private roads must be completed prior to registration of the condominium agreement.
21. Private roads included in the Plan identified as Blocks 16 and 17 shall be located a minimum of 30 metres from the nearest point of any wetland or waterbody.
22. All driveway construction for each Unit shall require Site Plan Approval. All driveways shall be located a minimum of 30m from any waterbody and shall be designed by a qualified Engineer to ensure mitigative measures are applied to direct stormwater runoff and reduce erosion. The Driveway shall be constructed to the satisfaction of the Municipality.
23. The Owner agrees to provide to the Municipality a certified cheque in the amount of seventy thousand dollars (\$70,000.00) to satisfy its obligations to undertake improvements to North Shore Road.
24. Private roads identified as Blocks 16 and 17 to be created as "Common Elements", including the "Existing Roadway Easement over Private Lands", shall be named to the satisfaction of the Municipality.
25. The Owner agrees to survey the wetland boundary of Unit 14 prior to construction of any driveway within the Unit. The driveway shall be located a minimum of 30 metres from the boundary of the surveyed wetland and said location shall be confirmed by an Ontario Land Surveyor. The driveway shall be constructed by the Owner as a condition of sale of the Unit. This condition shall be included in the agreement of purchase and sale for Unit 14.
26. The Owner acknowledges the letter dated September 3, 2014 from KFL&A Public Health to the County of Frontenac and agrees that the recommendations contained therein shall be implemented.
27. Subject to Condition 38(xi) the Owner agrees that any dock that is placed at Unit 2 shall be located on the western shore of Unit 2 so that the dock is not located along Long Bay, but is on the open water of Loughborough Lake. Only one (1) dock shall be permitted to service Unit 2, and all other existing docks shall be removed as a condition of Site Plan Approval for Unit 2.
28. Subject to Condition 38(xi), the Owner agrees that only one (1) dock shall be permitted to service Unit 1, and all other existing docks shall be removed as a condition of Site Plan approval for Unit 1.
29. In recognition that access to the open water of Long Bay from proposed Unit 6 is by way of an island within a wetland, the Owner agrees that a walking bridge will be installed under the supervision of the Cataraqui Region Conservation Authority and the Municipality to provide this access to Long Bay. Such walking bridge must be installed to the satisfaction of the Cataraqui Region Conservation Authority and the Municipality prior to registration of the Description and this Agreement.

30. The Owner agrees that Block 18, Common Element Open Space, shall be governed by the Declaration and the Condominium Rules to, at a minimum and without limitation, prohibit the removal of any vegetation within this area and to prohibit the creation of walkways and structures. Use of the Common Element Open Space shall be restricted to passive recreational uses and all motorized vehicles shall be prohibited. For the purposes of this section, "passive recreational uses" shall not include trails, hunting, motor boating, or use of any motorized vehicle. An overlook/viewing area shall be permitted in this Block; such overlook to be located adjacent to the private road and to be subject to Site Plan Approval.
31. The Owner shall convey up to five percent of the land included in the Plan to the Municipality for public park purposes. Alternatively, the Municipality may require cash-in-lieu for all or a portion of the conveyance. The conveyance of land or the payment of cash in lieu shall be completed to the satisfaction of the Municipality prior to registration of this Agreement.
32. The Owner agrees to implement the following mitigation measures with respect to utilities and on-site works:
- i. The private road shall be posted with a 30 km/h speed limit sign placed to the satisfaction of the Municipality;
 - ii. A turtle crossing and education sign developed to the satisfaction of the Municipality shall be installed on the private road near the southern end of Unit 13;
 - iii. The private road shall be maintained as a gravel surface only; for clarity, no future hard surface paving shall be permitted without additional environmental impact analysis;
 - iv. A land owner education program and environmental sensitivity information package shall be developed and provided to every owner of a Unit and the clause shall be included in all agreements of purchase and sale for any unit enclosing the education information package; and
 - v. A permanent exclusion fence shall be constructed on both sides of the private road along the frontage of Units 6 and 8, to the satisfaction of the Municipality, and subject to any necessary approvals from the Cataraqui region Conservation Authority.
33. Speed limit signs shall be erected at the water at the entrance to Long Bay advising that all watercraft shall adhere to a maximum 10 km/h speed limit
34. The Owner acknowledges that the development of all Units shall be subject to Site Plan Control Approval.
- (a) Site Plan Control applications shall be circulated to the Cataraqui Region Conservation Authority for review and comment prior to Municipality approval. Prior to applying for any building permit for any Unit, the Owner shall obtain site plan approval for the entire site (Master Site Plan). The Master Site Plan for the entire site shall identify generally the following features and shall assign the total area of disturbance for each Unit and the Common Elements consistent with the area of disturbance permitted by Permit PT-C-001-16. The master site plan shall incorporate all recommendations from the approved studies incorporated by reference into this Condominium Agreement. Without limiting the generality of the foregoing, the master site plan shall include the following:

- (i) An approved Site Plan showing the approximate location of all structures, including the septic disposal system and well, consistent with the recommendations of the Environmental Impact Statement, including without limitation the footprint of proposed structures and the relationship of that footprint to the maximum disturbed area contained in the Benefit Permit PT-C-001-16 and confirmation that each building envelope for each Unit shall not exceed 6400 sq ft (595 sq m);
 - ii) An approximate location for the alternate septic disposal system;
 - iii) The approximate location and width of any walkway to the water, where such walkway is permitted;
 - iv) The approximate location of any dock, where a dock is permitted;
 - v) The location of any driveway and conformation it is located a minimum of 30m from any wetland;
 - vi) the location of the Butternut tree on Unit 8 and the required 25m setback from the tree;
 - vii) The location of the private road and conformation it is located a minimum of 30m from any wetland;
 - viii) Compliance with Conditions 12A (i, ii, iii and v) in the Draft Plan Conditions to illustrate the signage and fencing provisions, including any signage required by the Environmental Benefit Permit PT-C-001-16;
 - ix) the location of all common element blocks and common facilities including location of Canada Post mail box & garbage/recycling containers, and street lights;
 - x) Comment Element Open Space blocks identifying that only passive recreational uses shall be permitted and prohibiting removal of vegetation. This should include any overlook/viewing area located adjacent to the private road; and
 - xi) Provisions to ensure that all living trees on each unit greater than 4 inches in diameter at breast height shall be maintained unless approved for removal as part of a site plan control application for a specific unit.
- (b) The owner of any Unit shall obtain Site Plan Control Approval and enter into a Site Plan Control agreement with the Municipality for their specific Unit in advance of obtaining any building permit, which agreement shall include, but not be limited to, the following.
- i) An approved Site Plan showing the location of all structures, including the septic disposal system and well, consistent with the recommendations of the Environmental Impact Statement and the approved Master Site Plan;
 - ii) A location for the alternate septic disposal system location, which location shall not be developed;
 - iii) The location of any walkway to the water, where such walkway is permitted
 - iv) The location and size of any dock, where a dock is permitted;
 - v) The location and material of any driveway;

- vi) Confirmation that all living trees on each Unit greater than 4 inches in diameter at breast height shall be maintained unless approved for removal as part of the Unit specific site plan review; and
 - vii) Confirmation that the total area of disturbance for all structures, driveways and pathways conforms with Permit PT-C-001-16, including all development existing and proposed within Unit specific site plan.
35. The Owner shall comply with Permit PT-C-001-16 issued to 1324789 Ontario Inc. under Clause 17(2)(c) of the *Endangered Species Act, 2007* and dated October 28, 2018. Permit PT-C-001-16 is hereby incorporated by reference into this Agreement and the version of the permit on file with the Ministry of Environment Conservation and Parks shall govern in the event of any dispute.
36. The Owner agrees that access to Units 1, 2, 3, 4, 5 and 14 shall be obtained over the abutting portion of the existing lane that is located on adjacent private lands. This access shall be formalized by easement and contained within a joint use and maintenance agreement between the Owner and the owners of the adjacent lots acknowledging that the existing residential lots' access over the lane will be maintained back to North Shore Road. The joint use and maintenance agreement for access shall be registered on title between the Condominium Corporation and the owners of the adjacent properties. The joint use and maintenance agreement shall be to the satisfaction of the Municipality and shall be established prior to the registration of the Plan.
37. The Owner acknowledges and agrees that until such time as the North Shore Road is reconstructed by the Municipality, the Owner shall not be obligated to construct garbage receptacles or a Community Mail Box. Notwithstanding the foregoing, where the first occupancy certificate is issued by the Municipality for any of the Units in the Plan, the Owner shall construct an interim garbage receptacle and Community Mail Box within thirty (30) days of issuance of the occupancy certificate, all to the satisfaction of the Municipality. The location of the garbage receptacle and Community Mail Box shall generally be at the intersection of the North Shore Road and Hinterland Lane, to be confirmed with the Municipality prior to construction. The Owner further agrees to construct a permanent garbage receptacle and Community Mail Box within 30 days of receiving notice from the Municipality that the reconstruction of the North Shore Road is complete. All construction shall be at a location and to a standard satisfactory to the Municipality in its sole discretion and shall include street lighting to the satisfaction of the Municipality.
38. The Owner shall include in the Declaration the following provisions which shall, without limiting the generality of the foregoing, also form part of this Agreement, binding on the Owner:
- i. all access roads and driveways shall be set back a minimum of 30 m from all wetlands and water bodies;
 - ii. silt barriers between all construction areas and wetlands or other water bodies shall be installed and maintained throughout the construction process until all disturbed areas have been revegetated;
 - iii. all building envelopes and septic beds shall be located at the top of slope, complying with the setback distances established in Attachment C to the Conditions of Draft Approval;
 - iv. subject only to condition 38 (v), (vii), all living trees greater than 4 inches diameter at breast height within 40 m of any water body shall not be removed, with the exception of trees knocked over naturally;

v. subject only to condition 38 (vii), all vegetation, with the exception of invasive species, shall be retained and maintained in their natural state within 30 m of all water bodies;

vi. An Ecological Committee shall be set up as part of the Condominium Board whose mandate shall be to promote environmental stewardship initiatives on Johnston Point;

vii. Notwithstanding sub-paragraphs 38 (iv) and (v) above, the owner of a Unit, with the exception of Units 7, 9, 12, 13 and 15, may construct a walkway to the water provided that the walkway is no wider than 1.5m and provided that the walkway is constructed in the locations set out in the drawing attached to the Conditions of Draft Approval as Attachment A. Any deviation from these prescribed locations may only be considered if in consultation with a qualified environmental professional to the satisfaction of the Municipality;

viii. The Owner shall construct the walkways to the water as a condition of sale of the Units where a walkway is permitted. This condition shall be included in the agreement of purchase and sale for all Units where a walkway is permitted;

ix. The existing Butternut tree at Unit 8 shall be retained and no development shall be permitted within 25 m of the tree;

x. Signage shall be installed at the PSW boundary to ensure residents do not alter, fill or negatively impact the PSW, which signage shall be worded to the satisfaction of the Municipality and the CRCA;

xi. Docks may only be constructed on units 1, 2, 3, 4, 5, 6 (Unit 6 is subject to obtaining access in accordance with these conditions), 8, 10, 11 and 14 provided that the following restrictions are complied with:

1. docks may only be constructed at the general locations identified on Attachment A to the Conditions of Draft Approval;

2. The joint use docks may only be constructed in accordance with all applicable approvals issued by the Cataraqui Region Conservation Authority and/or the Ministry of Natural Resources and Forestry;

3. docks must be floating or pole docks;

4. no aquatic vegetation shall be removed during construction, use or maintenance of any dock;

5. the surface area of any dock located in Long Bay shall not exceed 15 m² and its length shall not exceed 8 m;

6. subject to 38 (xii), the surface area of any dock not located in Long Bay may not exceed 20 m² and its length shall not exceed 8 m;

7. the Owner shall work with any purchaser of any Unit to determine their preference and docking needs and shall facilitate the installation and permitting of all docks as a condition of sale of the Units where a dock is permitted. As per condition 38 (xi) 2, dock location and construction shall only occur following CRCA and/or MNR permit issuance. This condition shall be included in the agreement of purchase and sale for all Units where a dock is permitted.

xii. Joint use docks may be constructed on Unit 10 to provide shared docking for the owners of Units 7, 9, 12, 13 and 15, subject to the following restrictions:

1. The Owner's qualified environmental professional, in cooperation with the Cataraqui Region Conservation Authority, will identify a low/no impact 1.5 metre walkway to the joint use docking facility through the vegetated buffer on lot 10 generally in the location identified on Attachment A to the Conditions of Draft Approval to the water's edge. The walkway shall be constructed a minimum of 3m from the adjacent wetland boundary and be delineated by a page wire fence. The Owner shall construct the joint use docks as a condition of sale of the first Unit that is permitted to use the joint use docks. This condition shall be included in the agreement of purchase and sale for all Units that are permitted to use the joint use dock;

2. The owners of Units 7, 9, 12, 13 and 15 shall have the benefit of a legal right of way over that part of Unit 10 where the walkway is constructed in accordance with this condition;

2. The joint use docks may only be constructed in accordance with conditions of approval issued by the applicable approval provider;

3. The joint use docks must be floating, cantilever, or pole docks;

4. No aquatic vegetation shall be removed during construction, use or maintenance of any dock;

5. The owners of Units 7, 9, 12, 13 and 15 will have exclusive use of the 0.31 ha common element small island located south of and between units 8 & 9;

6. Development on this common element small island will comply with Condition 38(v). The old corduroy road/path to the island shall be removed in accordance with the recommendations of a qualified environmental professional. The location of the dock shall be limited to the east side of the island. Permanent exclusionary fencing and signage shall be installed limiting access to the west side of the island. Signage will explain why no access to the west side of the island is permitted. Any deviation from these prescribed locations on Attachment A to the Conditions of Draft Approval may only be considered if in consultation with a qualified environmental professional to the satisfaction of the Township;

7. The owners of Units 7, 9, 12, 13 and 15 will be permitted additional shared docking on this common element small island. All joint use docking on the island shall conform to the requirements of this condition (xii);

8. The joint use docks shall be constructed so that they do not interfere with navigation and shall conform with the applicable zoning for docks.

xii. The Owner shall comply with Permit PT-C-001-16 issued to 1324789 Ontario Inc. under Clause 17(2)(c) of the Endangered Species Act, 2007 and dated October 28, 2018.



INFORMATION REPORT TO COUNCIL FIRE DEPARTMENT



AGENDA DATE: March 17, 2020
SUBJECT: Tender No. FD-2020-01

RECOMMENDATION:

For information only.

BACKGROUND:

South Frontenac Fire and Rescue staff budgeted for a new 2020 4x4 Mid-Sized SUV in the approved 2020 budget. This purchase is to accommodate the need for an additional vehicle with the hiring of the Assistant Fire Chief position.

A tender was advertised on the internet, and in the local paper. This tender closed on February 5th, 2020 and one bid was received.

The results are as follows:

<u>Supplier</u>	<u>Total (excluding HST)</u>
Town and Country Chrysler (Jeep Cherokee)	\$42,439.00

The submission of the bidder has been evaluated and was found to be accurate and complete. Town and Country is a reputable supplier of vehicles and has provided a vehicle meeting the specifications and requirements of the Tender. Their submission is for One (1) 2020 Model Jeep Cherokee Trailhawk 4x4 in White.

For these reasons and because their tendered price was within budget, South Frontenac Fire and Rescue staff has awarded the tender, through delegated authority to Town and Country Chrysler, for \$42,439 plus HST.

STRATEGIC PLAN ALIGNMENT:

This vehicle will have a 2.0L engine which is significantly smaller and more fuel efficient than typical 6 cylinder engine options available on off-road capable mid-sized SUVs. This was specified in part because reducing vehicle carbon emissions aligns with the Township's **Strategic Priority #2 "Promote and support growth that meets the community's needs while maintaining the integrity of our natural environment"**, and with our corporate mission which includes:

- **Recognizing the Township's role in the stewardship of our environment; seeking and taking advantage of practical opportunities to improve and sustain it.**

And our value of *Environmental Sustainability*.

"Natural, Vibrant and Growing – a Progressive Rural Leader"



INFORMATION REPORT TO
COUNCIL
FIRE DEPARTMENT



FINANCIAL/STAFFING IMPLICATIONS:

An amount of \$48,000.00 was approved in the 2020 Capital Budget for this purchase. The remaining funds will be used to outfit the vehicle with the necessary emergency lights, sirens, radios, and fire department decals.

The total cost will be within approved budget.

Submitted by:

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

Approved by:

Neil Carbone, CAO



INFORMATION REPORT TO COUNCIL FIRE DEPARTMENT



AGENDA DATE: March 17, 2020

SUBJECT: Emergency Management and Civil Protection Act Compliance

RECOMMENDATION:

This report is for information only.

BACKGROUND:

The Township of South Frontenac is legislatively required to submit its annual compliance with the Emergency Management and Civil Protection Act (EMCPA) related to our emergency planning operations and functions. This submission is required to be completed by the designated Community Emergency Management Coordinator (CEMC).

The submission requirements include the following:

- Comprehensive review and update (if required) of the Township of South Frontenac Emergency Plan
- Review and update (if required) the community Hazard Identification Risk Assessment (HIRA)
- Review and update (if required) the community Critical Infrastructure (CI)
- Provide public education and information related to emergency preparedness
- Provide annual training to the Municipal Emergency Control Group (MECG)
- Complete an annual exercise of the emergency plan through a table top exercise, simulated exercise, or full scale exercise.

Emergency Management Ontario has reviewed our submission for 2019 and the identified components that were achieved throughout the year and have granted the Township with 2019 compliance with the requirements of the EMCPA.

STRATEGIC PLAN ALIGNMENT:

The 2019 compliance with the EMCPA, aligns with our **Strategic Priority #3 "Ensure the organizational capacity to deliver cost-effective services in a changing world"**. This compliance ensure that we are exercising our operational and planning capacity to respond and mitigate the effects of an emergency within the Township of South Frontenac.

FINANCIAL/STAFFING IMPLICATIONS:

None

ATTACHMENTS:

Letter of 2019 EMCPA Compliance

Submitted by:

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

Approved by:

Neil Carbone
CAO

"Natural, Vibrant and Growing – a Progressive Rural Leader"

Ministry of the Solicitor General

Office of the Fire Marshal and
Emergency Management

25 Morton Shulman Avenue
Toronto ON M3M 0B1
Tel: 647-329-1100
Fax: 647-329-1143

Ministère du Solliciteur général

Bureau du commissaire des incendies
et de la gestion des situations
d'urgence

25 Morton Shulman Avenue
Toronto ON M3M 0B1
Tél. : 647-329-1100
Télééc. : 647-329-1143



February 15, 2020

Your Worship Ron Vandewal
Township of South Frontenac
P.O. Box 100, 4432 George St.
Sydenham, ON K0H2T0

Dear Mayor:

As the Chief of Emergency Management for Ontario, it is incumbent on me to monitor, coordinate and assist municipalities with their respective municipal emergency management programs in accordance with the Emergency Management and Civil Protection Act (EMCPA). To confirm municipalities are in compliance with the EMCPA, every municipality in Ontario submits a compliance package to Emergency Management Ontario on a yearly basis.

The Office of the Fire Marshal and Emergency Management (OFMEM) has reviewed the documentation submitted by your Community Emergency Management Coordinator (CEMC) and has determined that your municipality was compliant with the EMCPA in 2019.

The safety of your citizens is important, and one way to ensure that safety is to ensure that your municipality is prepared in case of an emergency. You are to be congratulated on your municipality's efforts in achieving compliance in 2019. I look forward to continuing to work with you to ensure your continued compliance in 2020.

If you have any questions or concerns about this letter, please contact your Emergency Management Field Officer; their contact information is below.

Name: TeresaAlonzi

Email: teresa.alonzi2@ontario.ca

Phone: 613-329-0807

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Browne", with a stylized flourish at the end.

Douglas Browne
Chief of Emergency Management

cc: Darcy Knott - CEMC
Teresa Alonzi - Field Officer - Loyalist Sector



REPORT TO COUNCIL TREASURY DEPARTMENT



AGENDA DATE: March 17th, 2020

SUBJECT: 2019 Development Charges Reporting

RECOMMENDATION:

This report is for information only.

BACKGROUND:

Bill 73 (Smart Growth for our Communities Act, 2015) amendments to the Development Charges Act (DCA), 1997 came into force on January 1, 2016. The Ministry of Municipal Affairs and Housing (MMAH) states that the legislation aims to “help municipalities recover more costs for growth-related infrastructure and enhance transparency and accountability”. The changes incorporate several requirements including additional reporting to Council in relation to the year-end development charges reserve.

Attached is 2019 Development Charges reporting which meets these legislated reporting requirements.

ANALYSIS/DISCUSSION:

The 2019 development charges reserves had an opening balance of \$2,412,700.09. Revenues from residential development charges were \$524,994.60 and commercial/industrial revenues were –\$14,989.52 (due to refunds/cancellation of permits). The percentage allocation of these revenues is based on by-law 2014-54 up to August 31st and by-law 2019-48 for September 1st to December 31st. Interest of \$113,971.39 was allocated to the reserve and \$335,535.01 was spent on Capital projects bringing the year-end balance to 2,701,141.55.

The Capital projects where Development charges were allocated were:

Green Bay Road	\$ 87,871
Round Lake Road	\$ 93,855
Carrying Place Road	\$ 118,274
Development Charges Study	\$ 30,346
Growth Study	\$ 4,421
Official Plan	\$ 768

ATTACHMENTS:

2019 Development Charges reporting

Prepared by:

Louise Fragnito
Director of Corporate Services & Treasurer

Submitted/approved by:

Neil Carbone, CAO

Development Charge Reserve Fund - 2019
 allocated per provisions of former & current by-laws

	<i>BALANCE AT BEGINNING OF YEAR</i>	<i>By-Law Developer Contributions %</i>	<i>New By-Law Developer Contributions %</i>	<i>Commercial & Industrial Developer Contributions %</i>	<i>Subtotal</i>	<i>Interest</i>	<i>Transfers to Revenue & Capital Fund</i>	<i>BALANCE AT END OF YEAR</i>			
		346,717.60	178,277.00	-14,989.52		113,971.39	-335,535.01				
General Government	39,402.44	2.160%	7,489.11	0.00	2.28%	-341.76	46,549.79	1,815.22	-35,535.01	12,830.00	
Fire Services	5,399.63	8.100%	28,084.13	10.892%	19,417.93	8.810%	-1,320.58	51,581.11	2,011.41	53,592.52	
Recreation	216,286.74	1.400%	4,854.05	10.562%	18,829.62	0.00	239,970.41	9,357.69		249,328.10	
Engineering Services - Studies				0.895%	1,595.58		1,595.58	62.22		1,657.80	
Community Based Studies				2.334%	4,160.99		4,160.99	162.26		4,323.25	
Landfill	6,547.82						6,547.82	255.33		6,803.15	
Public Works-Roads, Bridges and Equipment	1,934,664.45	82.020%	284,377.75	73.068%	130,263.43	83.550%	-12,523.74	2,336,781.89	91,123.21	-300,000.00	2,127,905.10
Library	64,332.13	0.780%	2,704.40	0.757%	1,349.56		0.00	68,386.09	2,666.73		71,052.82
Police	146,066.88	5.540%	19,208.16	1.492%	2,659.89	5.360%	-803.44	167,131.49	6,517.32		173,648.81
Sub-total	2,412,700.09	100.000%	346,717.60	100.000%	178,277.00	100.000%	-14,989.52	2,922,705.17	113,971.39	-335,535.01	2,701,141.55

Breakdown of asset(s) funded from Development Charges

	2019 Project Cost	Development Charges	Federal Gas Tax	Taxation
Green Bay Road	175,742	87,871	0	87,871
Round Lake Road	544,233	93,855	405,000	45,378
Carrying Place	282,589	118,274	0	164,315
Development Charges Study	30,346	30,346	0	0
Growth Study	4,421	4,421	0	0
Official Plan	768	768	0	0



Payment Listing
For the period of March 4, 2020 to March 17, 2020

Accounts Payable Payment Listing: \$ 1,798,352.74
For the period of March 4, 2020 to March 17, 2020

Payroll Payment Listing:

Pay Period #20-05 Pay date March 11 2020 \$ 99,268.23
For the period of February 23, 2020 to March 7, 2020

Volunteer Firefighters Pay date March 13, 2019 \$ 101,733.50
For the period of December 1 2019 to February 29, 2020

Total Payments \$ 1,999,354.47

RECOMMENDATION:

- 1. It is recommended that Council receive for information the listing of the Accounts Payable and Payroll for the period ending March 17, 2020 in the amount of \$ 1,999,354.47

Submitted by:
Mark Foster - Accounting Clerk

Approved by:
Tracey Pritchard - Acting Deputy Treasurer

Township of South Frontenac
CHEQUE DISTRIBUTION REPORT

Ranges: From: To: Distribution Types Included:
Cheque Date: 2020-03-04 2020-03-17 PURCH, MISC

10 GG

0000 Gen

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000013033	2020-03-17	271630	DIAMOND SOFTWARE INC	GP Annual Fees	\$31,416.60
Total EFT000000013033					\$31,416.60
EFT000000013049	2020-03-17	44827 44765	INDEPENDENT TELEPHONE SERVICES	Backed up Phone System Holiday Table	\$305.28 \$86.50
Total EFT000000013049					\$391.78
Total Gen					\$31,808.38

0020 TaxC

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000013027	2020-03-17	58344	COUNTY OF FRONTENAC	Q1 Levy	\$1,497,128.25
Total EFT000000013027					\$1,497,128.25
Total TaxC					\$1,497,128.25

1000

Cheque	Date	Inv #	Vendor	Description	Amount
070825	2020-03-04	2019 YE RECON.	SABRA GIBBENS MPC	2019 YE Recon.	\$983.31
Total 070825					\$983.31
070836	2020-03-17	1000219475	TROY LIFE & FIRE SAFETY LTD.	3X Extinguisher Wall Brackets	\$20.35
Total 070836					\$20.35
070837	2020-03-17	1242	VERONA CARPET SALES	753.48X Sq Feet Carpet Tile	\$2,683.59
Total 070837					\$2,683.59
EFT000000013027	2020-03-17	58285 58284	COUNTY OF FRONTENAC	Projector Lamp Firewall Appliances	\$191.70 \$227.13
Total EFT000000013027					\$418.83
EFT000000013029	2020-03-17	2684347 80163TJ	CULLIGAN	20/03 Water Cooler Rental Water	\$10.12 \$52.56
Total EFT000000013029					\$62.68
EFT000000013032	2020-03-17	1088	DAHM PAINTING & DECORATING LTD	Priming+ Painting	\$1,305.07
Total EFT000000013032					\$1,305.07
EFT000000013036	2020-03-17	0279-104219	EARL ROSEBUSH FUELS	392.0L @1.099	\$459.81
Total EFT000000013036					\$459.81
EFT000000013049	2020-03-17	44822	INDEPENDENT TELEPHONE SERVICES	Network Cable Install	\$985.14
Total EFT000000013049					\$985.14
EFT000000013071	2020-03-17	20/02-OFFICE 20/02-OFFICE	R&D NELSON GENERAL MAINTENANCE	20/01+20/02 General Maint. 20/01+20/02 General Maint.	\$2,121.70 \$384.35
Total EFT000000013071					\$2,506.05
EFT000000013077	2020-03-17	SI000504 SI000557	SELECT DOOR AND FRAME	2X Level Lockset Passages Service Call + Exit Device	\$123.68 \$1,055.95
Total EFT000000013077					\$1,179.63
EFT000000013086	2020-03-17	101516 101664 101628	TROUSDALE'S HOME HARDWARE	Salt Screws, Door Caps + Spackle Screws, Door Caps + Spackle	\$17.28 \$21.34 \$11.89
Total EFT000000013086					\$50.51
EFT000000013087	2020-03-17	19-014-5	UBCON CONSTRUCTION LTD	Basement Renos	\$5,842.49
Total EFT000000013087					\$5,842.49
EFT000000013088	2020-03-17	18866 18865	UNITY SOD FARM LTD.	Snow Plowing Snow Plowing	\$1,212.98 \$1,758.41
Total EFT000000013088					\$2,971.39
Total					\$19,468.85

1250 Clk

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000013031	2020-03-17	BUSKIIN7204	D2 WIRELESS - TELUS AUTHORIZED DEALER	Galaxy A50 E.C.	\$61.05
Total EFT000000013031					\$61.05
EFT000000013085	2020-03-17	7572 7319	TROUSDALE'S FOODLAND	Coffee+ Milk+Cream+Sweetner RSDR Meeting Food	\$46.03 \$15.00
Total EFT000000013085					\$61.03
Total Clk					\$122.08

Township of South Frontenac CHEQUE DISTRIBUTION REPORT

1275 Fin

Cheque	Date	Inv #	Vendor	Description	Amount
070834	2020-03-17		SHRED-IT INTERNATIONAL ULC		
		8100977445		20/02 Shredding Services	\$75.20
Total 070834					\$75.20
070840	2020-03-17		BAYSIDE WOODS CO-OP CAMP		
		2019 NSF FEE		NSF Fee	\$45.00
Total 070840					\$45.00
EFT000000013015	2020-03-17		BAYRIDGE PRINTER PROS		
		24200		Serv. Call- Maint. Kit T.P.	\$463.01
		24200		Toner T.P.	\$650.25
Total EFT000000013015					\$1,113.26
EFT000000013085	2020-03-17		TROUSDALE'S FOODLAND		
		2077		RSDR Interview Food	\$53.27
Total EFT000000013085					\$53.27
Total Fin					\$1,286.73

1280 HR

Cheque	Date	Inv #	Vendor	Description	Amount
070831	2020-03-17		HIBERNUM FARMS INC.		
		1		HR Consulting Services	\$202.61
Total 070831					\$202.61
Total HR					\$202.61

Total GG

\$1,550,016.90

20 PP&P

2100 Fire

Cheque	Date	Inv #	Vendor	Description	Amount
070831	2020-03-17		HIBERNUM FARMS INC.		
		1		HR Consulting Services	\$207.48
Total 070831					\$207.48
070839	2020-03-17		WESTENDORP DEMOLITION		
		2020-1805		Demo- Fire Hall	\$13,259.33
Total 070839					\$13,259.33
EFT000000013009	2020-03-17		BOULTON SEPTIC/LARMON'S		
		31713		Snow Plowing	\$610.56
		31714		Snow Plowing	\$503.71
		31715		Snow Plowing	\$279.84
Total EFT000000013009					\$1,394.11
EFT000000013010	2020-03-17		ABELL PEST CONTROL INC.		
		A2623572		20/02 Pest Control	\$41.18
		A2641353		20/02 Pest Control	\$50.80
Total EFT000000013010					\$91.98
EFT000000013013	2020-03-17		ARMSTRONG MONITORING		
		INV65667		Calibrate Exhaust Sensor	\$310.37
Total EFT000000013013					\$310.37
EFT000000013017	2020-03-17		BELL MOBILITY (RADIO DIVISION)		
		1-254472		20/03 Site Rental	\$328.00
Total EFT000000013017					\$328.00
EFT000000013027	2020-03-17		COUNTY OF FRONTENAC		
		58284		Firewall Appliances	\$227.14
Total EFT000000013027					\$227.14
EFT000000013036	2020-03-17		EARL ROSEBUSH FUELS		
		4896-104944		194.80L @.776	\$164.47
		4896-104475		266.50L @.832	\$240.23
		4896-103071		365.20L @.847	\$334.72
		4896-100707		349.90L @.887	\$334.94
		0646-105017		580.10L @.792	\$499.22
		0646-102976		401.30L @.858	\$372.31
		0647-104930		712.40L @.792	\$613.08
		0647-102969		1025.60L @.858	\$951.51
		1060-105007		550.90L @1.049	\$618.17
		2706-104905		169.80L @.792	\$146.13
		2706-104183		342.50L @.825	\$306.24
		2706-101677		388.00L @.894	\$374.17
		1057-104889		524.70L @.787	\$448.88
		1057-104174		739.70L @.825	\$661.41
		1057-101668		363.20L @.869	\$341.02
		1057-101033		415.10L @.887	\$397.35
		3935-104943		37.20L @.787	\$31.83
		3935-103072		400.00L @.838	\$362.97
		1057-100677		326.40L@.902	\$317.42
		1057-98404		424.90L @.893	\$409.33
		3935-99625		314L @.901	\$305.06
		3935-97120		453L @.882	\$431.33
		1057-97079		464.70L @.882	\$442.47
		2706-97091		417.70L @.874	\$394.32
		2706-98422		198.60L @.886	\$189.90
		2706-99602		207.00L @.897	\$200.25
		0647-99620		674.00L @.897	\$652.05
		0646-98528		281.50L @.886	\$269.18
		0646-100745		485.20L @.902	\$471.86
		4896-98460		343.60L @.893	\$331.02
Total EFT000000013036					\$11,612.84
EFT000000013048	2020-03-17		IMPACT PROPERTY SOLUTIONS		
		20066		Facia Board + Cap Circuits	\$621.34

Township of South Frontenac CHEQUE DISTRIBUTION REPORT

	20069		15X Fixtures	\$1,729.20
Total EFT000000013048				\$2,350.54
EFT000000013058	2020-03-17		LEONARD FUELS	
		1060-61691C	Service Furnace	\$266.87
Total EFT000000013058				\$266.87
EFT000000013059	2020-03-17		LEONARD, ELIZABETH	
		20/02/18-09	Cleaning	\$60.00
Total EFT000000013059				\$60.00
EFT000000013062	2020-03-17		LONDRY ALARMS	
		202210	New Wire + New Transformer	\$306.30
Total EFT000000013062				\$306.30
EFT000000013071	2020-03-17		R&D NELSON GENERAL MAINTENANCE	
		20/02-PRFH	20/01+20/02 General Maint.	\$219.80
		20/02-PRFH	20/01+20/02 General Maint.	\$173.39
Total EFT000000013071				\$393.19
EFT000000013072	2020-03-17		RICOH CANADA INC.	
		SCO92700726	20/01 Copier Usage + Rental	\$134.77
		SCO92739358	20/02 Copier Usage + Rental	\$134.62
Total EFT000000013072				\$269.39
EFT000000013088	2020-03-17		UNITY SOD FARM LTD.	
		18868	Snow Plowing	\$740.81
Total EFT000000013088				\$740.81
Total Fire				\$31,818.35

2110 Cvc#

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000013078	2020-03-17		SIGNS PLUS		
		3182		Civic	\$9.16
Total EFT000000013078					\$9.16
Total Cvc#					\$9.16

2605 Build

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000013083	2020-03-17		TOWN AND COUNTRY AUTO SUPPLY		
		6083-586265		2X Beam Blades	\$35.92
Total EFT000000013083					\$35.92
Total Build					\$35.92

Total PP&P

\$31,863.43

30 Trans

3000 PW OH

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000013012	2020-03-17		ALLIANCE WIRELESS COMMUNICATIONS		
		C14258-030120		20/03 Answering Service	\$381.13
Total EFT000000013012					\$381.13
EFT000000013031	2020-03-17		D2 WIRELESS - TELUS AUTHORIZED DEALER		
		BUSKIIN7166		Blackberry Key2 M.S.	\$264.58
Total EFT000000013031					\$264.58
EFT000000013049	2020-03-17		INDEPENDENT TELEPHONE SERVICES		
		44773		PW Phone Recording	\$86.50
Total EFT000000013049					\$86.50
EFT000000013072	2020-03-17		RICOH CANADA INC.		
		SCO92700726		20/01 Copier Usage + Rental	\$101.93
		SCO92739358		20/02 Copier Usage + Rental	\$116.39
Total EFT000000013072					\$218.32
Total PW OH					\$950.53

3005 RdAdmOH

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000013017	2020-03-17		BELL MOBILITY (RADIO DIVISION)		
		1-254472		20/03 Site Rental	\$295.38
Total EFT000000013017					\$295.38
EFT000000013049	2020-03-17		INDEPENDENT TELEPHONE SERVICES		
		44801		Mailbox 4329	\$86.50
Total EFT000000013049					\$86.50
Total RdAdmOH					\$381.88

3010

Cheque	Date	Inv #	Vendor	Description	Amount
070829	2020-03-17		AMBASHI ENGINEERING & MANAGEMENT INC.		
		2020.101		Topo. Survey	\$6,996.00
Total 070829					\$6,996.00
070830	2020-03-17		GROENEVELD LUBRICATION SOLUTIONS		
		020/40132993		Cable Press Solenoid	\$206.60
Total 070830					\$206.60
EFT000000013011	2020-03-17		AIR LIQUIDE CANADA INC.		
		71174939		Oxygen	\$33.05
Total EFT000000013011					\$33.05
EFT000000013012	2020-03-17		ALLIANCE WIRELESS COMMUNICATIONS		
		AL4894-030120		Equip + Install Video Addition	\$943.92
Total EFT000000013012					\$943.92
EFT000000013013	2020-03-17		ARMSTRONG MONITORING		

Township of South Frontenac CHEQUE DISTRIBUTION REPORT

	INV65669	Calibrate Exhaust Sensor	\$534.24
	INV65668	Calibrate Exhaust Sensor	\$366.34
Total EFT000000013013			\$900.58
EFT000000013018	2020-03-17		
	40378	BLACK DOG TIRE & LUBRICANTS Tire Change	\$36.52
Total EFT000000013018			\$36.52
EFT000000013022	2020-03-17		
	4044449055	CINTAS Uniform	\$10.16
	4044449055	Cleaning Supplies	\$70.21
	4044449057	Uniform	\$40.00
	4044449057	Cleaning Supplies	\$198.38
Total EFT000000013022			\$318.75
EFT000000013024	2020-03-17		
	KIN/102206	CITY ELECTRIC SUPPLY 4' LED Wrap	\$96.67
Total EFT000000013024			\$96.67
EFT000000013028	2020-03-17		
	W 1976	CROSSIRON TRUCK & EQUIPMENT Oil Leak	\$609.48
Total EFT000000013028			\$609.48
EFT000000013035	2020-03-17		
	15691	D.M. WILLS ASSOCIATES LIMITED Consulting Services	\$1,228.87
Total EFT000000013035			\$1,228.87
EFT000000013036	2020-03-17		
	3160-103070	EARL ROSEBUSH FUELS 389.70L @.838	\$353.62
	1058-101667	999.50L @.888	\$957.80
	1058-104175	827.00L @.832	\$745.36
	4185-103106	527.50L @1.099	\$618.76
	4185-97179	484.70L @1.099	\$568.53
	1058-98403	816.60L @.891	\$785.02
	1058-99589	544.50L @.897	\$526.78
	3160-98457	346.80L @.893	\$334.09
Total EFT000000013036			\$4,889.96
EFT000000013037	2020-03-17		
	3349	ECO TREE CARE Remove 2X Sugar Maples	\$1,526.40
Total EFT000000013037			\$1,526.40
EFT000000013038	2020-03-17		
	83060	EQUIPEMENTS LOURDS PAPINEAU INC 2XConvoyer Spreader+2X Bearing	\$210.05
	83061	3XConvoyer Spreaders	\$159.36
Total EFT000000013038			\$369.41
EFT000000013040	2020-03-17		
	43175	FISH, DOROTHY Cleaning	\$410.00
Total EFT000000013040			\$410.00
EFT000000013042	2020-03-17		
	59637	GIN-COR INDUSTRIES INC Tailgate Air Valve	\$202.87
	59794	Shaft + Sprocket + Bearing	\$576.96
	59771	2X Chain Pins & Cotter	\$1.82
	59771	2X Chain Pins & Cotter	\$1.82
	59771	2X Chain Pins & Cotter	\$1.82
	59771	19X Chain Pins & Cotter	\$17.22
	59709	Trouble Shoot Lift Axle	\$1,623.07
	60034	Chain + Rebuild Kit	\$1,976.13
Total EFT000000013042			\$4,401.71
EFT000000013043	2020-03-17		
	P787241	GRAND & TOY LIMITED Office Supplies	\$72.24
Total EFT000000013043			\$72.24
EFT000000013045	2020-03-17		
	INV-1684	HARTINGTON EQUIPMENT LIMITED 20/02 Loader Rental	\$4,579.20
Total EFT000000013045			\$4,579.20
EFT000000013047	2020-03-17		
	3000289338	HYDRO ONE Relocate- Scanlan Rd	\$5,692.86
Total EFT000000013047			\$5,692.86
EFT000000013050	2020-03-17		
	91830	J.L. RICHARDS & ASSOCIATES LIMITED Professional Services	\$877.01
Total EFT000000013050			\$877.01
EFT000000013053	2020-03-17		
	9307405341	KENT AUTOMOTIVE Couplers+Tips+ Bolts	\$261.59
	9307405340	Nuts+Screws+Bolts+ Fittings	\$568.26
	9307434515	Spring Link	\$45.59
	9307434516	Plow Bolts+ Parts Cleaner	\$154.58
	9307431120	Assorted Parts	\$305.51
	9307431121	Plow Bolts + Parts Cleaner	\$154.58
Total EFT000000013053			\$1,490.11
EFT000000013055	2020-03-17		
	703913	KINGSTON DODGE CHRYSLER LTD Nozzle	\$60.99
Total EFT000000013055			\$60.99
EFT000000013059	2020-03-17		
	20/02/29-10	LEONARD, ELIZABETH Cleaning	\$375.00
Total EFT000000013059			\$375.00
EFT000000013061	2020-03-17		
	2101980147	MESSER CANADA INC. Oxygen	\$71.64
	2102026564	Cylinder Utilization Fee	\$8.14
	2101996871	Gases	\$25.01
	2102002724	Gases	\$251.91
	2101996862	Gases	\$521.62
	2102030248	Cylinder Utilization Fees	\$41.72
Total EFT000000013061			\$920.04
EFT000000013065	2020-03-17		
	8003797	BRANDT Chipper Repair	\$777.50
Total EFT000000013065			\$777.50
EFT000000013067	2020-03-17		
	145539	PAT'S RADIATOR SERVICE LTD. Rubber Deflector	\$530.17

Township of South Frontenac CHEQUE DISTRIBUTION REPORT

Total EFT000000013067					\$530.17
EFT000000013068	2020-03-17		PETRIE FORD		
		283902	Oil		\$26.99
		283902	Oil		\$26.99
		284115	Red Coolant		\$87.31
		284115	Red Coolant		\$29.10
		284115	Red Coolant		\$232.84
		284428	Mirror		\$17.81
		284423	Fuel Cap + Wiper + Jet kit		\$58.83
		284487	Blue Lite		\$112.50
		284487	Glass & Oil Cleaner		\$116.01
		284727	Lens		\$13.25
Total EFT000000013068					\$721.63
EFT000000013069	2020-03-17		PREMIER TRUCK GROUP		
		864142466	Tank-Surge		\$209.97
		864142687	Repair Kit		\$645.34
		864142467	Muffler + Flex Hose		\$1,175.74
Total EFT000000013069					\$2,031.05
EFT000000013070	2020-03-17		PUROLATOR INC.		
		443990427	Shipping from Equip. Lourds		\$126.25
Total EFT000000013070					\$126.25
EFT000000013071	2020-03-17		R&D NELSON GENERAL MAINTENANCE		
		20/02-G,B,P	20/01+20/02 General Maint.		\$109.90
		20/02-G,B,P	20/01+20/02 General Maint.		\$128.22
		20/02-G,B,P	20/01+20/02 General Maint.		\$32.65
		20/02-G,B,P	20/01+20/02 General Maint.		\$32.65
Total EFT000000013071					\$303.42
EFT000000013074	2020-03-17		ROSESON DISTRIBUTORS INC.		
		1058-12638	4X Lubes		\$84.13
		1058-12639	4X Lubes		\$84.13
Total EFT000000013074					\$168.26
EFT000000013075	2020-03-17		RUSSEL METALS INC		
		32228209	Hot Rolled Round Bar		\$88.53
Total EFT000000013075					\$88.53
EFT000000013080	2020-03-17		SURGENOR TRUCK CENTRE		
		183823KP	2X Steering Sp-ord		\$2,113.86
		182681KP	Assorted Parts		\$1,080.54
		182243KP	Bracket + Wiper Blades		\$406.21
		184211KP	Lube Spin		\$13.80
Total EFT000000013080					\$3,614.41
EFT000000013081	2020-03-17		RUSH TRUCK CENTRES		
		358903KI	Tank Rad		\$694.57
		359062KI	EGR Valve Kit		\$2,476.27
		359099KI	Tank Rad		\$694.57
		359055KI	Gear ASM		\$2,965.02
Total EFT000000013081					\$6,830.43
EFT000000013082	2020-03-17		TOROMONT INDUSTRIES LTD.		
		PS040671505	Radio		\$320.44
Total EFT000000013082					\$320.44
EFT000000013083	2020-03-17		TOWN AND COUNTRY AUTO SUPPLY		
		6083-585445	Bulb		\$10.51
		6083-585446	6X Beam Blades		\$113.92
		6083-584564	Brake Pad Set + 2X Rotors		\$254.97
		6083-584064	Rad Tester+ Torque Wrench		\$806.89
		6083-585614	Plow Oil		\$63.50
		6083-586455	Filter		\$6.17
		6083-586455	Filters		\$18.47
		6083-586455	Oil		\$51.60
		6083-586455	Oil		\$103.23
		6083-586243	Hub Assembly		\$335.38
		6083-584350	Filter		\$6.17
		6083-584350	Filter		\$6.17
		6083-584350	Oil		\$49.91
		6083-584350	Oil		\$37.43
		6083-584350	Oil		\$178.50
Total EFT000000013083					\$2,042.82
EFT000000013086	2020-03-17		TROUSDALE'S HOME HARDWARE		
		101484	Cleaning Supplies+ Screws		\$139.43
Total EFT000000013086					\$139.43
EFT000000013089	2020-03-17		UNIVERSAL SUPPLY GROUP		
		511-324297	Starter + Core Deposit		\$358.77
		173-263003	4X Mud Flaps		\$70.74
		173-263002	Air Spring		\$159.95
		173-262802	2X DEF Drums		\$384.65
		173-262685	Silicone Elbow		\$122.08
		173-263134	Silicone Elbow		\$98.68
		173-262410	Alcohol Evaporator		\$62.04
		173-260939	Aluminum Elbow		\$97.67
		173-261485	Strobe		\$195.37
		173-262036	Heated LED Light		\$496.57
		173-262034	Strobe		\$157.67
		173-261995	2X Performed ALZ SEA		\$30.60
		173-261995	7X Performed ALZ SEA		\$105.27
Total EFT000000013089					\$2,340.06
Total					\$57,069.77

3210 Brushing

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000013037	2020-03-17	3350	ECO TREE CARE	5X Tree Removal	\$1,780.80

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Total EFT000000013037 **\$1,780.80**
Total Brushing **\$1,780.80**

3310 Hardtop Patching

Cheque	Date	Inv #	Vendor	Description	Amount
070835	2020-03-17		SNIDER, PERCY		
		20/01/31-21		Patching	\$525.47
Total 070835					\$525.47
EFT000000013066	2020-03-17		O. BETTSCHEN		
		44351		Cold Patch	\$1,753.94
		44263		Cold Patch	\$2,957.41

Total EFT000000013066 **\$4,711.35**
Total Hardtop Patching **\$5,236.82**

3320 should maint

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000013093	2020-03-17		WHITE'S WEARPARTS LTD		
		131402		7X Grader Blades	\$997.02

Total EFT000000013093 **\$997.02**
Total should maint **\$997.02**

3325 Pavmnt Preserv

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000013070	2020-03-17		PURULATOR INC.		
		444050572		Shipping to Road Last Asphalt	\$32.50

Total EFT000000013070 **\$32.50**
Total Pavmnt Preserv **\$32.50**

3405 Washout

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000013066	2020-03-17		O. BETTSCHEN		
		44352		Washed Tile Bed Stone	\$324.43

Total EFT000000013066 **\$324.43**
Total Washout **\$324.43**

3505 Snw Plwng

Cheque	Date	Inv #	Vendor	Description	Amount
070835	2020-03-17		SNIDER, PERCY		
		20/02/13-27		Snow Plowing	\$184.19
		20/02/07-26-2		Snow Plowing	\$184.19
		20/02/06-25		Snow Plowing	\$184.19
		20/02/02-23		Snow Plowing	\$184.19
		20/02/13-14		Snow Plowing	\$244.22
		20/02/13-13		Snow Plowing	\$195.38
		20/02/13-12		Snow Plowing	\$146.53
		20/02/13-11		Snow Plowing	\$318.51
		20/02/10-10		Snow Plowing	\$195.38
		20/02/10-09		Snow Plowing	\$146.53
		20/02/10-07		Snow Plowing	\$318.51
		20/02/08-06		Snow Plowing	\$195.38
		20/02/08-05		Snow Plowing	\$146.53
		20/02/08-04		Snow Plowing	\$318.51
		20/02/07-03		Snow Plowing	\$390.76
		20/02/07-02		Snow Plowing	\$293.07
		20/02/07-01		Snow Plowing	\$637.02
		20/02/06-47		Snow Plowing	\$195.38
		20/02/06-46		Snow Plowing	\$146.53
		20/02/06-45		Snow Plowing	\$318.51
		20/02/02-44		Snow Plowing	\$195.38
		20/02/02-43		Snow Plowing	\$146.53
		20/02/02-42		Snow Plowing	\$318.51
		20/02/18-38		Snow Plowing	\$184.19
		20/02/18-39		Snow Plowing	\$488.45
		20/02/19-50		Snow Plowing	\$195.38
		20/02/19-49		Snow Plowing	\$146.53
		20/02/19-48		Snow Plowing	\$318.51
		20/02/18-47		Snow Plowing	\$390.76
		20/02/18-46		Snow Plowing	\$293.07
		20/02/16-44		Snow Plowing	\$195.38
		20/02/16-43		Snow Plowing	\$146.53
		20/02/16-42		Snow Plowing	\$318.51
		20/02/08-10		Snow Plowing	\$184.19

Total 070835 **\$8,465.43**

EFT000000013009	2020-03-17		BOULTON SEPTIC/LARMON'S		
		31709		Snow Plowing	\$3,358.08
		31708		Snow Plowing	\$3,358.08
		31707		Snow Plowing	\$3,561.60
		31711		Snow Plowing	\$1,668.86

Total EFT000000013009 **\$11,946.62**

EFT000000013056	2020-03-17		K MULROONEY TRUCKING LIMITED		
		2019-27416		Snow Plowing	\$9,077.91
		2019-27418		Snow Plowing	\$3,196.69
		2019-27419		Snow Plowing	\$6,314.67
		2019-27433		Snow Plowing	\$3,117.37
		2019-27436		Snow Plowing	\$2,461.78
		2019-27420		Snow Plowing	\$3,800.43

Township of South Frontenac CHEQUE DISTRIBUTION REPORT

	2019-27434	Snow Plowing		\$1,980.66
	2019-27417	Snow Plowing		\$6,865.37
Total EFT000000013056				\$36,814.88
EFT000000013063	2020-03-17		MCNICHOLS CONSTRUCTION LTD	
		20/02/29-ROUTE 11	Snow Plowing	\$6,309.12
		20/02/29-ROUTE 12	Snow Plowing	\$2,849.28
Total EFT000000013063				\$9,158.40
Total Snw Plwng				\$66,385.33

3506 Snow Clearing Sidewalks

Cheque	Date	Inv #	Vendor	Description	Amount
070835	2020-03-17		SNIDER, PERCY		
		20/02/18-09		Snow Plowing	\$203.52
		20/02/18-09		Snow Plowing	\$69.20
		20/02/18-08		Snow Plowing	\$101.76
		20/02/18-08		Snow Plowing	\$93.62
		20/02/18-07		Snow Plowing	\$193.34
		20/02/18-07		Snow Plowing	\$101.76
		20/02/16-06		Snow Plowing	\$193.34
		20/02/16-06		Snow Plowing	\$101.76
		20/02/16-05		Snow Plowing	\$203.52
		20/02/16-05		Snow Plowing	\$69.20
		20/02/16-04		Snow Plowing	\$101.76
		20/02/16-04		Snow Plowing	\$93.62
		20/02/13-36		Snow Plowing	\$203.52
		20/02/13-36		Snow Plowing	\$69.20
Total 070835					\$1,799.12
EFT000000013009	2020-03-17		BOULTON SEPTIC/LARMON'S		
		31710		Snow Plowing	\$1,780.80
		31710		Snow Plowing	\$1,780.80
Total EFT000000013009					\$3,561.60
Total Snow Clearing Sidewalks					\$5,360.72

3515 Stock Snd&Slt

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000013045	2020-03-17		HARTINGTON EQUIPMENT LIMITED		
		INV-1730		20/03 Loader Rental	\$4,579.20
Total EFT000000013045					\$4,579.20
EFT000000013052	2020-03-17		K+S WINDSOR SALT LTD		
		5300488081		Winter Salt	\$3,453.17
Total EFT000000013052					\$3,453.17
Total Stock Snd&Slt					\$8,032.37

3525 Snw Remvl

Cheque	Date	Inv #	Vendor	Description	Amount
070835	2020-03-17		SNIDER, PERCY		
		20/02/11-22		Flagging	\$151.11
Total 070835					\$151.11
Total Snw Remvl					\$151.11

3535 Surface Fldng

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000013026	2020-03-17		COMPTON PROPANE SOLUTIONS		
		6453		100lb Cylinder	\$264.77
Total EFT000000013026					\$264.77
Total Surface Fldng					\$264.77

3601 Barricds & Sfty Matls

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000013086	2020-03-17		TROUSDALE'S HOME HARDWARE		
		101493		Lumber for Sign Stands	\$89.34
Total EFT000000013086					\$89.34
Total Barricds & Sfty Matls					\$89.34

3615 Street signs

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000013039	2020-03-17		ESKEROD SIGNS		
		28780		12X Hamlet Signs	\$7,769.38
Total EFT000000013039					\$7,769.38
EFT000000013078	2020-03-17		SIGNS PLUS		
		3182		6X Street Signs	\$215.43
Total EFT000000013078					\$215.43
Total Street signs					\$7,984.81

3650 Street Lights

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000013076	2020-03-17		R.W. ELECTRIC		
		37875		Supply + Install Light Fixture	\$4,670.78
Total EFT000000013076					\$4,670.78
Total Street Lights					\$4,670.78

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3800 Crssng Guards

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000013025	2020-03-17	91571	COMMISSIONAIRES SECURITY SOLUTIONS	Crossing Guards	\$944.60
Total EFT000000013025					\$944.60
Total Crssng Guards					\$944.60
Total Trans					\$160,657.58

40 Env

4110 Water Treat

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000013016	2020-03-17	N6027631-20/02	BELL CANADA-WATER TOWER PHONE LINE	20/02-Telephone	\$89.61
Total EFT000000013016					\$89.61
Total Water Treat					\$89.61

5005 SW & Fac OH

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000013060	2020-03-17	61205 61207	LIGHTING...FX INC.	8X Sensors Lighting Parts	\$626.03 \$3,362.35
Total EFT000000013060					\$3,988.38
Total SW & Fac OH					\$3,988.38

5105 Garb coll

Cheque	Date	Inv #	Vendor	Description	Amount
070835	2020-03-17	20/02/04-28	SNIDER, PERCY	Garbage Clean Up	\$101.76
Total 070835					\$101.76
Total Garb coll					\$101.76

5110 Gab disp

Cheque	Date	Inv #	Vendor	Description	Amount
070835	2020-03-17	20/02/12-31 20/02/14-33 20/02/13-20 20/02/20-41 20/02/18-37	SNIDER, PERCY	Portland Dump/Dozer Portland Dump/Excavator Portland Dump/Waste Truck Rental Portland Dump/Waste	\$447.74 \$244.22 \$890.40 \$152.64 \$356.16
Total 070835					\$2,091.16
070838	2020-03-17	30005-0639-8 30005-0639-8	WASTE MANAGEMENT OF CANADA CORP	ICI Waste ICI Waste	\$3,251.54 \$2,313.83
Total 070838					\$5,565.37
EFT000000013010	2020-03-17	A2700963 1061155 1061155 1061155	ABELL PEST CONTROL INC.	20/03 Pest Control 20/01 Pest Control 20/01 Pest Control 20/01 Pest Control	\$111.21 \$58.81 \$58.81 \$58.81
Total EFT000000013010					\$287.64
EFT000000013051	2020-03-17	16477 16477	JODY CAMPBELL'S SEPTIC SERVICE	20/03 Portable Toilet Rental 20/03 Portable Toilet Rental	\$117.02 \$117.02
Total EFT000000013051					\$234.04
EFT000000013092	2020-03-17	812374	WHALEY, GEORGE	20/02 Landfill Maintenance	\$3,917.76
Total EFT000000013092					\$3,917.76
Total Gab disp					\$12,095.97

5305 HHW

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000013019	2020-03-17	2020040	BRENDAR ENVIRONMENTAL INC.	20/02 HHW Services	\$987.07
Total EFT000000013019					\$987.07
Total HHW					\$987.07

Total Env

\$17,262.79

70 Cem

7000 Health

Cheque	Date	Inv #	Vendor	Description	Amount
070828	2020-03-04	191231BAO 191231BAO 191231BAO	BEREAVEMENT AUTHORITY OF ONTARIO	2019 Annual Fee 2019 Annual Fee 2019 Annual Fee	\$233.00 \$305.00 \$245.00
Total 070828					\$783.00
Total Health					\$783.00

Total Cem

\$783.00

Township of South Frontenac CHEQUE DISTRIBUTION REPORT

80 Rec

8000 Rec

Cheque	Date	Inv #	Vendor	Description	Amount
070839	2020-03-17		WESTENDORP DEMOLITION		
		2020-1804		Demo- Storage Shed	\$1,221.12
Total 070839					\$1,221.12
EFT000000013009	2020-03-17		BOULTON SEPTIC/LARMON'S		
		31715		Snow Plowing	\$279.84
Total EFT000000013009					\$279.84
EFT000000013014	2020-03-17		BATES, LINDA		
		20/03/02-SF REC		20/03/02-SF REC	\$33.12
		20/03/02-SF REC		20/03/02-SF REC	\$15.36
Total EFT000000013014					\$48.48
EFT000000013020	2020-03-17		BRYSON, ANDY		
		20/03/02-SF REC		20/03/02-SF REC	\$33.12
		20/03/02-SF REC		20/03/02-SF REC	\$18.33
Total EFT000000013020					\$51.45
EFT000000013021	2020-03-17		CAMPBELL, ANNIE		
		20/03/02-SF REC		20/03/02-SF REC	\$33.12
		20/03/02-SF REC		20/03/02-SF REC	\$19.81
Total EFT000000013021					\$52.93
EFT000000013032	2020-03-17		DAHM PAINTING & DECORATING LTD		
		1090		Painting	\$12,775.97
Total EFT000000013032					\$12,775.97
EFT000000013034	2020-03-17		DILLABOUGH, LEE		
		20/03/02-SF REC		20/03/02-SF REC	\$33.12
		20/03/02-SF REC		20/03/02-SF REC	\$36.65
Total EFT000000013034					\$69.77
EFT000000013036	2020-03-17		EARL ROSEBUSH FUELS		
		0838-104176		424.10L @.352.86	\$382.24
		0838-101669		379.90L @.888	\$364.05
		1361-104983		387.60L @.792	\$333.56
		1361-101718		396.10L @.900	\$384.41
		1361-110609		411.10L @.7515	\$336.85
		1361-98496		456.00L @.886	\$436.04
		0838-99588		379.10L @.897	\$366.75
Total EFT000000013036					\$2,603.90
EFT000000013044	2020-03-17		HAMMER, KARL G.		
		20/03/02-SF REC		20/03/02-SF REC	\$33.12
		20/03/02-SF REC		20/03/02-SF REC	\$14.36
Total EFT000000013044					\$47.48
EFT000000013046	2020-03-17		HOLLAND, TRACY		
		20/03/02-SF REC		20/03/02-SF REC	\$33.12
		20/03/02-SF REC		20/03/02-SF REC	\$4.46
Total EFT000000013046					\$37.58
EFT000000013048	2020-03-17		IMPACT PROPERTY SOLUTIONS		
		20067		Install Vanity Lights	\$142.46
Total EFT000000013048					\$142.46
EFT000000013057	2020-03-17		KOT, JOHN		
		20/03/02-SF REC		20/03/02-SF REC	\$33.12
		20/03/02-SF REC		20/03/02-SF REC	\$15.84
Total EFT000000013057					\$48.96
EFT000000013060	2020-03-17		LIGHTING...FX INC.		
		61201		LED Fixture	\$197.08
Total EFT000000013060					\$197.08
EFT000000013062	2020-03-17		LONDRY ALARMS		
		201943		20/03 Monitoring & Rental	\$28.49
		201943		20/03 Monitoring & Rental	\$28.49
Total EFT000000013062					\$56.98
EFT000000013071	2020-03-17		R&D NELSON GENERAL MAINTENANCE		
		20/02-LIB		20/01+20/02 General Maint.	\$1,490.18
		20/02-LIB		20/01+20/02 General Maint.	\$217.80
		20/02-G,B,P		20/01+20/02 General Maint.	\$311.39
		20/02-G,B,P		20/01+20/02 General Maint.	\$32.66
Total EFT000000013071					\$2,052.03
EFT000000013077	2020-03-17		SELECT DOOR AND FRAME		
		SI000557		Service Call+ Door Parts	\$1,008.79
Total EFT000000013077					\$1,008.79
EFT000000013079	2020-03-17		SMITH, ROBERTA		
		20/03/02-SF REC		20/03/02-SF REC	\$33.12
		20/03/02-SF REC		20/03/02-SF REC	\$20.80
Total EFT000000013079					\$53.92
EFT000000013084	2020-03-17		TRAULSEN, HEIDI		
		20/03/02-SF REC		20/03/02-SF REC	\$33.12
		20/03/02-SF REC		20/03/02-SF REC	\$1.10
Total EFT000000013084					\$34.22
EFT000000013086	2020-03-17		TROUSDALE'S HOME HARDWARE		
		101516		Salt	\$8.64
		101516		Salt	\$8.64
		101516		Salt	\$17.28
Total EFT000000013086					\$34.56
EFT000000013088	2020-03-17		UNITY SOD FARM LTD.		
		18867		Snow Plowing	\$819.17
Total EFT000000013088					\$819.17
EFT000000013090	2020-03-17		WASH, PAUL		
		20/03/02-SF REC		20/03/02-SF REC	\$33.12
		20/03/02-SF REC		20/03/02-SF REC	\$8.42
Total EFT000000013090					\$41.54

Township of South Frontenac CHEQUE DISTRIBUTION REPORT

Total Rec **\$21,678.23**

8036 Family Day

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000013054	2020-03-17		KILGOUR, JILL		
		2020-FAMILY DAY		Family Day Supplies	\$125.01
Total EFT000000013054					\$125.01
EFT000000013064	2020-03-17		FRONTENAC COMMUNITY ARENA		
		1555		2020 Family Day	\$3,951.62
Total EFT000000013064					\$3,951.62
EFT000000013090	2020-03-17		WASH, PAUL		
		291		Family Day Photography	\$300.00
Total EFT000000013090					\$300.00
Total Family Day					\$4,376.63

8405 Ver&Dis Hist

Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000013041	2020-03-17		THE FRONTENAC NEWS		
		72016		Ad- Visitor Guide	\$203.52
Total EFT000000013041					\$203.52
Total Ver&Dis Hist					\$203.52

Total Rec **\$26,258.38**

90 Plan

9000 Plan

Cheque	Date	Inv #	Vendor	Description	Amount
070832	2020-03-17		IBI GROUP		
		10055402		20/01 Planning Services	\$5,009.03
Total 070832					\$5,009.03
070833	2020-03-17		ONTARIO PROFESSIONAL PLANNERS INSTITUTE		
		56144-3009		Multiple Job Postings	\$966.72
Total 070833					\$966.72
EFT000000013091	2020-03-17		WATSON & ASSOCIATES ECONOMISTS LTD		
		26081		Growth Analysis	\$2,590.30
Total EFT000000013091					\$2,590.30
Total Plan					\$8,566.05
Total Plan					\$8,566.05

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Cheque	Date	Inv #	Vendor	Description	Amount
EFT000000013073	2020-03-17		ROSEN ENERGY GROUP		
		642154		F351.1L MKD @.7617	\$272.15
		642153		F 855.8L CLR @.8947	\$779.16
		642152		F 2087.7L GAS @.8912	\$1,893.30
Total EFT000000013073					\$2,944.61
Total					\$2,944.61
Total					\$2,944.61
Total					\$1,798,352.74

**TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2020-16**

BEING A BY-LAW TO TEMPORARILY DELEGATE AUTHORITY TO THE CHIEF ADMINISTRATIVE OFFICER, DIRECTOR OF CORPORATE SERVICES AND TREASURER, THE MAYOR AND THE CLERK

WHEREAS Section 23.1 of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended (the Act) provides that without limiting sections 9, 10 and 11 of the Act, those sections authorize a municipality to delegate its powers and duties under this or any other Act to a person or body subject to the restrictions set out in this Part;

AND WHEREAS The Council of the Township of South Frontenac adopted By-law 2007-81 on the 20th day of November 2007, being a by-law to adopt a delegation of authority policy as per Section 270(1) of the Act;

AND WHEREAS Section 5(i) of By-law 2007-81 states that all delegations of Council powers, duties or functions shall be by by-law;

AND WHEREAS the global outbreak of the COVID-19 virus threat has impacted the ability to conduct regular Council and Committee of the Whole meetings due to self isolating and concern about the spread of the virus;

AND WHEREAS the Council of the Township of South Frontenac may be restricted from meeting regularly as provided for in the Procedural By-law 2017-76 due to regulations put in place by the provincial government with respect to the gathering of people in public places;

AND WHEREAS South Frontenac Council does not wish the operations of the municipality to be limited by these restrictions;

NOW THEREFORE the Council of the Corporation of the Township of South Frontenac deems it expedient to enact as follows:

1. That the Chief Administrative Officer, Director of Corporate Services and Treasurer be delegated the following authority from Council:
 - To expend or incur liability, in the best interests of the Municipality, which may exceed the threshold of \$50,000 for budgeted items to a maximum of 20% and to notify the Mayor and Council prior to these decisions being jointly approved by the CAO and Director
 - The Chief Administrative Officer and the Clerk to execute contracts in the best interests of the municipality
 - The Mayor and the Clerk with respect to the cancelling and calling to order of Council meetings and Committee of the Whole as they deem necessary.
2. That this by-law shall come into force on March 18, 2020 and remain in effect until such time as Council is reconvened.

Read a first and second time this 17 day of March 2020.

Read a third time, signed and sealed this 17 day of March 2020.

**CORPORATION OF THE TOWNSHIP
OF SOUTH FRONTENAC**

Ron Vandewal, Mayor

Angela Maddocks, Clerk

**TOWNSHIP OF SOUTH FRONTENAC
BY-LAW 2020-17**

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

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

1. The actions of the Council of the Corporation of the Township of South Frontenac at its Council Meeting of March 17, 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 17 day of March, 2020.

Read a first and second time this 17 day of March, 2020.

Read a third time and finally passed this 17 day of March, 2020.

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

Ron Vandewal, Mayor

Angela Maddocks, Clerk