



REVISED AGENDA
Township of South Stormont

Wednesday, November 13, 2019, 5:00 PM
2 Mille Roches Road Long Sault ON

	Pages
1. Call Meeting to Order / Opening Remarks	
2. Confirmation of Agenda	
3. Disclosure of Pecuniary Interest	
4. Presentations	
5. Public Meeting	
6. Delegations	
a. United Way Centraide of S.D.& G. Executive Director Juliette Labossiere	4 - 24
7. Adoption of Minutes	
a. October 23, 2019	25 - 30
b. October 30, 2019	31 - 33
8. Consent Items	
a. Office of the Prime Minister Response - Consumer Packaging on Single Use Wipes	34
b. Monthly Activity Summary - CAO/HR	35 - 36
c. Monthly Activity Summary - Chief Building Official	37 - 39
d. Monthly Activity Summary - Director of Corporate Services/Clerk	40 - 41

e.	Monthly Activity Summary - Director of Finance	42 - 43
f.	Monthly Activity Summary - Fire Chief	44 - 45
g.	Monthly Activity Summary - Director of Planning/EDO	46 - 48
h.	Monthly Activity Summary - Director of Public Works	49 - 50
*i.	Monthly Activity Summary - Director of Parks and Recreation	51 - 52
9.	Consideration of Items Requiring Discussion	
10.	Key Information Reports	
a.	Chief Administrative Officer - Procurement Policy Review	53
11.	Action Requests	
a.	Building Software Purchase	54 - 58
b.	2019 OSIM Bridge Reports	59 - 61
c.	Tender No. 19-2019 Ingleside WWTP Mould Abatement	62 - 63
12.	Committee / Council Member Reports	
a.	Upper-Tier Report	
b.	Cornwall Township Historical Society	
c.	Lost Villages Historical Society	
d.	Raisin Region Conservation Authority	
e.	South Stormont Sports Hall of Fame	
f.	Volunteer Appreciation Committee	
g.	Waterfront Development Committee	
h.	South Stormont / South Dundas Doctor Recruitment Committee	
13.	By-laws	

a.	By-law No. 2019-099 Enter into a Licence Agreement with Ontario Power Generation	64 - 78
b.	By-law No. 2019-100 Assume Abigail Crescent and Accept Works in Subdivision 52M-15 (Westview Acres)	79 - 82
*c.	By-law No. 2019-101 Regulate Traffic in Long Sault	83 - 85
14.	Motions and Notices of Motions	
15.	New Business	
16.	Closed Meeting	
a.	Personal Matters / Labour Relations or Employee Negotiations Employee	
17.	Ratification By-Law	
a.	By-law No. 2019-102	86 - 87
18.	Adjournment by Resolution	



United Way

We love where we live.

But local issues like poverty, unemployment and social isolation are hurting our communities.

In our busy lives, these local issues can be easy to ignore or go unnoticed.

And you can't solve a problem if you don't know it exists.

We're working to make local issues **#UNIGNORABLE**.

You can help. Show you love for the places we call home- your local love- and together we can make these issue

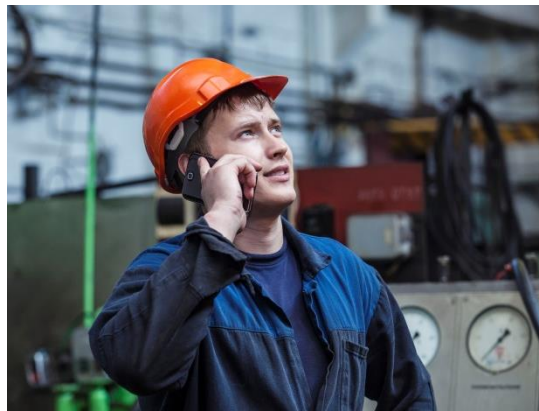
#UNIGNORABLE



**SHOW
YOUR
LOCAL
LOVE**



All that kids can be



Poverty to possibilities



Healthy people
strong communities



UNIGNORABLE

Help giving children & youth the support they need to get a great start in life, do well in school, and reach their full potential.



**United Way
Centraide**
Stormont, Dundas
& Glengarry

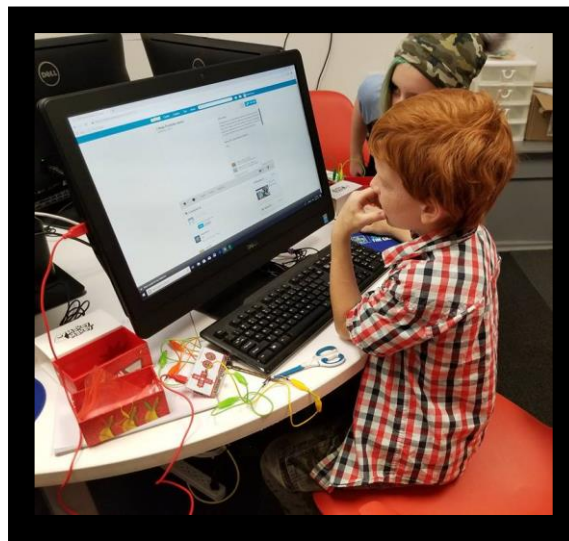
ALL THAT KIDS CAN BE

Page 7 of 87

ALL THAT KIDS CAN BE

Partnered agencies ...

- **Boys & Girls Club of Cornwall / SDG**
 - **Big Brothers Big Sisters of Cornwall & District**
 - **Équipe psycho –sociale**
 - **GIAG Youth Program
Winchester – Alexandria**
 - **Upper Canada Leger Centre
for Education & Training**



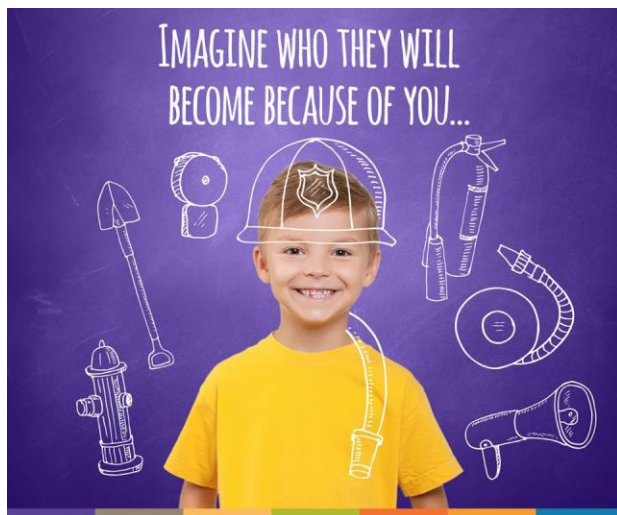


We put children and youth on a path to success by investing in their development from early childhood to young adulthood- ensuring they have the skills and opportunities to become successful adults

Improving access to early childhood learning and development programs.

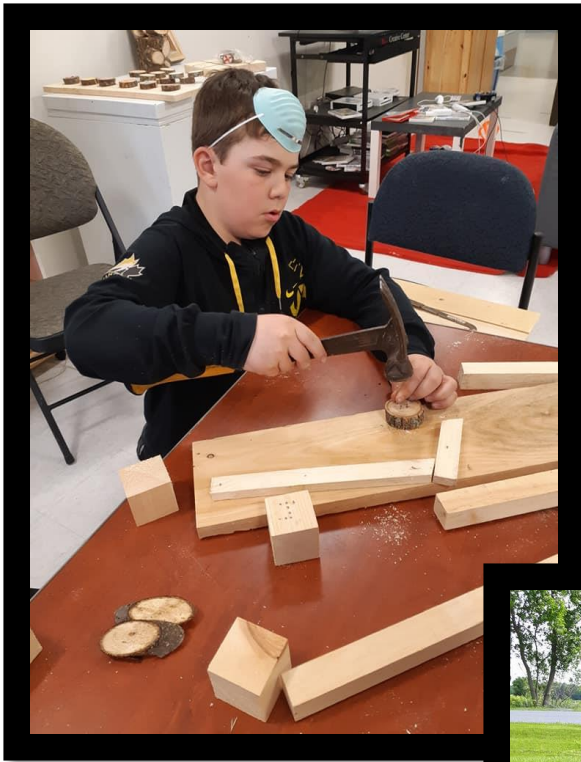


**SHOW
YOUR
LOCAL
LOVE**



 **Big Brothers
Big Sisters**
OF CORNWALL AND DISTRICT

**Upper
Canada
Leger**
CENTRE FOR
EDUCATION & TRAINING



GIAG



Équipe psycho-sociale



**Boys & Girls Club of Cornwall/SDG
Club Garçons et Filles de Cornwall/SDG**



United Way

UNIGNORABLE
UNIGNORABLE
UNIGNORABLE
UNIGNORABLE

\$10.00

a pay x 26 wks = \$260.00

Allows a child at Équipe psycho-sociale to get all the tools , food and support they need to stay off the streets and stay in school.

That child gets to build their self esteem and find the tools that will help them their whole life.

Some of theses kids get to go on class trips for the first time in their lives, or have an adult figure that actually believes in their potential

Helping to meet
the basic needs
to our
communities
most vulnerable
people, giving
every Canadian
the opportunity
to realize a
better future.



**United Way
Centraide**
Stormont, Dundas
& Glengarry

POVERTY TO POSSIBILITIES

Partnered agencies ...

- **Counselling & Support Services
of S.D.& G.**
- **Tri County Literacy Council**





**COUNSELLING AND SUPPORT SERVICES of S.D. & G.
SERVICES DE COUNSELLING ET DE SOUTIEN de S.D. & G.**

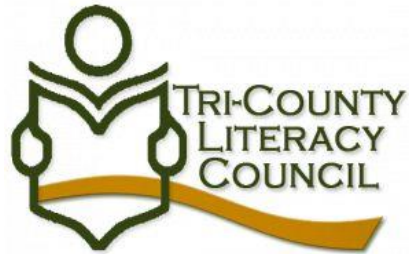
Offers bilingual counselling and support services to individuals, couples, parents and families for the purpose of alleviating problem situations and encouraging positive personal growth.



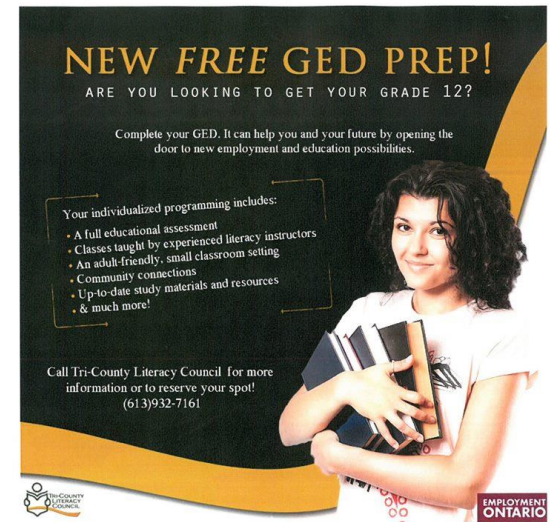
UN+IGNORABLE
UN+IGNORABLE



**SHOW
YOUR
LOCAL
LOVE**



After working diligently for 9 months at Tri-County Literacy Council, Phil successfully passed his GED!



Phil Howells If I was asked why I did this, I would have to say, I did this to prove to myself that if you put your mind to something, YOU CAN DO IT. To my fellow classmates, yes! you can do it also, don't give up, AIM FOR THE MOON

\$5.00
a pay x 26 wks = \$130.00

Allows the Tri County Literacy Council the opportunity to help
1 X PERSON @ year

Upgrade grade 12 GED, offer a new career training or simply teach individual basic learning needs to get back into the workforce.

HEALTHY PEOPLE STRONG COMMUNITIES

Partnered agencies ...

- Beyond 21
- Canada Mental Health Association
 - Canadian Hearing Society
 - Centre 105
 - March of Dimes
 - Meals on Wheels
- SD&G Developmental Services Centre
- Sexual Assault & Services for Women
Stormont, Dundas, Glengarry & Akwesasne

**Creating vibrant
neighborhoods,
where everyone
experience a
sense of
belonging and
connection to
one another .**



**United Way
Centraide**
Stormont, Dundas
& Glengarry

**HEALTHY PEOPLE STRONG
COMMUNITIES**



Sexual Assaults

Actual reported incidents in Cornwall in 2018

95 x reports of Sexual Assault

Sexual assault rate
Incidents per 100,000
population

198.93% – Cornwall & Area

Canada's average 56.53%

**Published Nov 5th 2018
MACLEAN'S Magazine*

#UNIGNORABLE





CANADIAN MENTAL
HEALTH ASSOCIATION

L'ASSOCIATION CANADIENNE
POUR LA SANTÉ MENTALE
CHAMPLAIN EAST/CHAMPLAIN EST

Talking about mental illness TAMI



UN+IGNORABLE



\$2.00

a pay x 26 wks = \$52.00



- will provide 9 warm meals to an elderly or sick person who is not able to shop or cook for themselves



\$5.00

a pay x 26 wks = \$130.00



- will provide a sign language interpreter for one hour for a deaf person



\$10.00

a pay x 26 wks = \$260.00



- will purchase a bath seat to help someone bathe independently in their own home



S.D.G. Developmental Services provides services to developmentally and/or physically challenged individuals and their families.



CENTRE DES SERVICES DE DÉVELOPPEMENT
S. D. & G.
DEVELOPMENTAL SERVICES CENTRE

**SHOW
YOUR
LOCAL
LOVE**



**WE 'RE MAKING
LOCAL ISSUES LIKE
HOMELESSNESS
#UNIGNORABLE**



**SHOW
YOUR
LOCAL
LOVE**

Donate your time
Be a Volunteer

Donate through payroll
or be an individual donor

Be A United Way HERO!

If you donate \$25.00 to
this year's campaign you
could have a chance to win
\$2000.00

Draw takes place
December 12th



United Way

OUR PILLARS

All that kids can be

- Boys & Girls Club of Cornwall/SDG
- Big Brothers Big Sisters of Cornwall & District
- Équipe psycho-sociale
- GIAG Youth Program
- Upper Canada Leger Centre for Education & Training

Poverty to possibilities

- Counselling & Support Services of S.D. & G.
- Tri-County Literacy Council

Healthy people Strong Communities

- Beyond 21
- Canadian Mental Health Association
- Canadian Hearing Society
- Centre 105
- March of Dimes
- Meals on Wheels
- SD&G Developmental Services Centre
- Sexual Assault & Services for Women SDGA

United Way/Centraide of S.D. & G.
55 Water Street West, Suite 240
P.O. Box 441
Cornwall, Ontario
K6H 5T2
613-932-2051
unitedwaysdg.com

WE LOVE WHERE WE LIVE

But local issues like poverty, unemployment and social isolation are hurting our communities.

In our busy lives, these local issues can be easy to ignore or go unnoticed.

And you can't solve a problem if you don't know it exists.

We're working to make local issues **#UNIGNORABLE.**

You can help. Show you love for the places we call home- your local love- and together we can make these issue

▶▶▶ **#UNIGNORABLE**
Show your local love



DONATE TODAY

Our Executive Director



Every donation to the United Way is combined with hundreds of other donations, investments, social partners and time from our committed volunteers. It is an investment in a network of agencies where needs are greatest and it allows us to have the biggest impact on our community.

Juliette Labossiere

Our 2019 Campaign Chair

By Loving, you care. By caring, you give. By giving, you create hope. The United Way of SD&G provides a path of creating hope within our community.

As Campaign Chair of the 2019 Campaign, my goal is to increase knowledge of the funded agencies and influence one another to come together in the most

impactful way. Only together, can we continue to give hope to those in need. Only together, can we make the most impact within our community.

The United way gives us the ability to reach more people in more ways.

Let's continue to make people aware and ask for their assistance in making SD&G a better place for all. *David Booyink*



A CHANCE TO WIN \$2000



If you donate \$25.00 or more you will have the chance to win \$2000.00. If you increase your donation from last year you will receive a second ballot, for a second chance to win

All ballots have to be dropped off at the United Way office before Dec 9th - DRAW will take place Dec 12th 2019

**SHOW
YOUR
LOCAL
LOVE**



United Way

Nos piliers

La réussite des jeunes

- Club Garçon et Filles de Cornwall SDG
- Grands Frères Grandes Soeurs de Cornwall
- Équipe psycho-sociale
- Programme pour Jeunes
- Upper Canada Leger Centre for Education & Training

Amélioration de conditions de vie

- Service de Counselling et de soutien de SD&G
- Tri County Literacy Council

Santé de gens et des collectivités

- Beyond 21
- Champlain East/ L'Association canadienne pour la santé mentale- Champlain Est
- Société canadienne de l'ouïe
- Centre 105
- La marche des dix sous de Canada
- La Popote roulante Cornwall
- Centre de service de développement de SD&G
- Service d'aide aux survivantes d'agressions sexuelles pour femmes SDG&A

United Way/Centraide of S.D.& G.
 55, rue Water Ouest
 Case Postale 441,
 Cornwall, Ontario
 K6H 5T2
 613-932-2051
 unitedwaysdg.com

VOTRE SOUTIEN EST SI IMPORTANT

La force d'une communauté réside dans celle de ses parties réunies. Toutefois, il existe trop d'endroits au Canada où les gens peinent à obtenir les services essentiels et le soutien dont ils ont besoin pour réussir. Ces difficultés sont souvent exacerbées chez les individus les plus vulnérables — comme les personnes âgées, celles qui vivent avec une incapacité ou encore les nouveaux arrivants — ce qui peut entraîner des problèmes comme l'exclusion sociale et la maladie mentale.

Votre soutien permet à Centraide de contribuer à renforcer les quartiers partout au Canada.

▶▶▶ #JAMAISINDIFFÉRENTS



DONNEZ MAINTENANT

Notre directrice générale

Chaque don à Centraide représente un levier puisqu'il s'ajoute à des centaines d'autres dons, aux investissements d'autres partenaires sociaux et à l'engagement de bénévoles. Il est investi auprès d'un réseau d'organismes, là où les besoins sont les plus importants, et de manière à avoir le plus grand impact dans notre communauté.

Juliette Labossière



Président de la campagne financière 2019

En offrant l'amour, on se donne. En se donnant, on donne. En donnant on crée de l'espoir. Centraide SD&G crée un chemin d'espoir pour notre communauté.

À titre de président de la campagne financière 2019, mon objectif est d'accroître la connaissance de nos organismes financés, et d'influencer un ralliement pour créer un impact encore plus significatif. Nous n'arriverons à relever ce défi que si nous travaillons ensemble à l'intérieur de notre communauté.

Centraide nous offre la capacité de rejoindre plus de gens à travers plus de façons.

Continuons de sensibiliser les gens et demandons leur soutien pour faire de SD&G un endroit meilleur pour tous.

David Booyink



COUREZ LA CHANCE DE GAGNER 2000\$



Si vous faites un don de 25\$ ou plus, courez la chance de gagner 2000\$. Si vous augmentez votre contribution comparativement à l'an dernière, recevez une deuxième chance de gagner.

Les billets pour le tirage doivent se faire déposer au bureau de Centraide avant le 9 décembre. Le tirage aura lieu le 12 décembre 2019.

AGISSONS ICI, AVEC CŒUR

**TOWNSHIP OF SOUTH STORMONT
REGULAR MEETING MINUTES**

THE THIRTY-FIFTH MEETING
October 23, 2019

Council Present	Mayor Bryan McGillis Deputy Mayor David Smith Councillor Andrew Guindon Councillor Jennifer MacIsaac
Regrets	Councillor Cindy Woods
Staff Present	Debi LucasSwitzer, Chief Administrative Officer Kevin Amelotte, Director of Parks and Recreation Gilles Crepeau, Fire Chief Ross Gellately, Director of Public Works Loriann Harbers, Director of Corporate Services/Clerk Cindy Piche, Director of Finance/Treasurer Peter Young, Director of Planning/EDO Ashley Sloan, Clerk's Assistant Shelby Martel, Administrative Assistant

1. Call Meeting to Order / Opening Remarks

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

2. Confirmation of Agenda

Members were advised of the addition of the following items:

- SDG request to province for feasibility study rural community school
- Ontario Provincial Police delegation
- Township short term disability provisions

3. Disclosure of Pecuniary Interest

4. Presentations

Chief Crepeau expressed thanks to South Stormont firefighters for their ongoing dedication to the municipality and the fire services. South Stormont Firefighter Recognition Awards were presented to the following:

- Derek Jodoin - 15 years
- Pierre Quesnel - 15 years
- Randy Tyo - 15 years
- Leighton Woods - 15 years
- Dale Stewart - 20 years
- Chris Laplante - 20 years
- Jeff Waldroff - 20 years

5. Public Meeting

6. Delegations

a. Ontario Provincial Police

Staff Sergeant Khan was in attendance to update Council on the work of the Ontario Provincial Police in the Township. Council was also provided with a summary of traffic statistics as a result of complaints from the Bruce Street area. Based on the statistics provided, there does not appear to be a speed problem.

b. 2019 OSIM Bridge Inspection Summary & Network Reports

Harold Kleywegt, P. Eng. Keystone Bridge Management Corp. was in attendance to provide an overview of the Bridge Inspection Summary & Network Reports recently completed.

7. Adoption of Minutes

Resolution No. 282/2019

Moved by: Councillor MacIsaac

Seconded by: Councillor Guindon

That the minutes of the October 9 (5 PM and 7 PM) and October 16, 2019 meetings be adopted as circulated.

CARRIED

8. Consent Items

Resolution No. 283/2019

Moved by: Councillor Guindon

Seconded by: Councillor MacIsaac

That all items under the Consent Items section of the Agenda be approved as recommended.

CARRIED

9. Consideration of Items Requiring Discussion

10. Key Information Reports

a. Administration and Corporate Services - Request for Proposal for Legal Services

b. Finance - Water and Sewer E-Billing

11. Action Requests

a. Support City of Kitchener - Consumer Packaging

Resolution No. 284/2019

Moved by: Councillor Guindon

Seconded by: Councillor MacIsaac

That Council of the Township of South Stormont supports the City of Kitchener's resolution lobbying the Federal Government to review the regulations related to consumer packaging on single-use wipes.

CARRIED

b. Xplornet Agreement Amendment

Resolution No. 285/2019

Moved by: Deputy Mayor Smith

Seconded by: Councillor Guindon

That Council approve the installation of five wireless network towers on the St. Andrews West water tower at a remuneration rate of \$400 per year, plus \$100 per month for electricity usage, and further, that staff be directed to prepare the necessary by-law and amending agreement.

CARRIED

- c. Adopt a Multi-Year Accessibility Plan for the Township of South Stormont

Resolution No. 286/2019

Moved by: Councillor MacIsaac

Seconded by: Councillor Guindon

That Council adopt the Multi-Year Accessibility Plan for the Township of South Stormont, subject to any modifications requested by the SDG Accessibility Committee, further that the Standard for Accessible Customer Service Policy, dated October 23, 2019, be adopted.

CARRIED

- d. Official Plan Amendment 3: Long Sault Boundary Study

Director Young provided an overview the report presented.

Discussion points included:

- legal non-conforming uses in the future;
- residential designation and future zoning impacts;
- property tax implications as a result of official plan and zoning;
- clarification that individual property owners are eligible to apply for zoning or official plan changes;

Council requested that additional discussion take place at a future meeting specific to subdivision and site plan guidelines for items such as sidewalks and trees.

Resolution No. 287/2019

Moved by: Councillor MacIsaac

Seconded by: Councillor Guindon

That Council supports proposed Official Plan Amendment 3 (Long Sault Boundary Study) and forwards all reports and public comments to the United Counties of Stormont, Dundas and Glengarry for consideration

CARRIED

- e. Award RFP No. 2019-016 Website Re-Development

Resolution No. 288/2019

Moved by: Deputy Mayor Smith

Seconded by: Councillor Guindon

That Council award RFP No. 2019-016 Website Re-Development to eSolutions for \$61,050 plus applicable taxes and annual hosting and licensing fees for \$8,000, pending confirmation of hosting acceptable requirements. Further, that the Director of

Corporate Services/Clerk be authorized to execute the required documents.

CARRIED

f. Short Term Disability Plan for Employees

Resolution No. 289/2019

Moved by: Councillor Guindon

Seconded by: Deputy Mayor Smith

That Council approve and authorize staff to modify the waiting period from six (6) months to three (3) months for the short-term disability plan and authorize staff to amend Section 1.5 of the Human Resource Policy, Bylaw No. 2017-105, to reflect this change.

CARRIED

12. Committee / Council Member Reports

- a. Upper-Tier Report
- b. Cornwall Township Historical Society
- c. Lost Villages Historical Society
- d. Raisin Region Conservation Authority
- e. South Stormont Sports Hall of Fame
- f. Volunteer Appreciation Committee
- g. Waterfront Development Committee
- h. South Stormont / South Dundas Doctor Recruitment Committee

13. By-laws

- a. By-law No. 2019-090 Appoint Members to the Emergency Management Program Committee

Resolution No. 290/2019

Moved by: Councillor MacIsaac

Seconded by: Deputy Mayor Smith

That By-law No. 2019-090 being a by-law to appoint members to the Emergency Management Program Committee be read and passed in open Council, signed and sealed this 23rd day of October 2019.

CARRIED

- b. By-law No. 2019-091 Amend By-law No. 2011-100 (Ingram)

Resolution No. 291/2019

Moved by: Deputy Mayor Smith

Seconded by: Councillor MacIsaac

That By-law No. 2019-091, being a by-law to amend By-law No. 2011-100, be read and passed in open Council, signed and sealed this 23rd day of October, 2019.

CARRIED

- c. By-law No. 2019-093 Accept Works for Plan of Subdivision 52M-46 (Manning Road)

Resolution No. 292/2019
Moved by: Councillor Guindon
Seconded by: Deputy Mayor Smith

That By-law No. 2019-093, being a by-law to accept the works associated with Plan of Subdivision 52M-46, be read and passed in open Council, signed and sealed this 23rd day of October, 2019

CARRIED

- d. By-law No. 2019-094 Site Plan Control Agreement - Madmae Capital

Resolution No. 293/2019
Moved by: Deputy Mayor Smith
Seconded by: Councillor Guindon

That By-law No. 2019-094 being a by-law to delegate authority to the Director of Planning/EDO to execute a site plan control agreement and approve the final plans and drawings for Madmae Capital Mini-Storage at 17345 Myers Road, be read and passed in open Council, signed and sealed this 23rd day of October, 2019.

CARRIED

- e. By-Law No. 2019-095 Housekeeping Zoning By-Law Update V

Resolution No. 294/2019
Moved by: Councillor Guindon
Seconded by: Councillor MacIsaac

That By-law No. 2019-095, being a by-law to amend Zoning By-law No. 2011-100, be read and passed in open Council, signed and sealed this 23rd day of October, 2019

CARRIED

- f. By-law No. 2019-096 Adopt a South Stormont Fire and Rescue Code of Conduct and Ethical Standards

Resolution No. 294a/2019
Moved by: Councillor MacIsaac
Seconded by: Deputy Mayor Smith

That By-law No. 2019-096, being a by-law to adopt a Code of Conduct and Ethical Standards for members of South Stormont Fire and Rescue, be read and passed in open Council, signed and sealed, this 23rd day of October, 2019.

CARRIED

- g. By-law No. 2019-097 Limit the Number of Cats per Dwelling Unit in Urban Settlement Areas

Resolution No. 295/2019
Moved by: Councillor MacIsaac
Seconded by: Councillor Guindon

That By-law No. 2019-097, being a by-law to limit the number of cats per dwelling unit in an urban settlement area in the Township of South Stormont, be read and passed in open Council, signed and sealed this 23rd day of October 2019.

CARRIED

14. Motions and Notices of Motions

- a. Support: Feasibility Study for Rural Community Schools

Resolution No. 296/2019

Moved by: Councillor MacIsaac

Seconded by: Councillor Guindon

That Council of the Township of South Stormont supports the United Counties of SD & G in their request that the province fund a rural community schools feasibility study with a view to the implementation of tools and policies to support the education of children in their own communities.

CARRIED

15. New Business

16. Closed Meeting

17. Ratification By-Law

Resolution No. 297/2019

Moved by: Councillor Guindon

Seconded by: Councillor MacIsaac

That By-law No. 2019-098 to adopt, confirm and ratify matters dealt with by resolution, be read and passed in open Council, signed and sealed this 23rd day of October, 2019.

CARRIED

18. Adjournment by Resolution

Resolution No. 298/2019

Moved by: Councillor MacIsaac

Seconded by: Deputy Mayor Smith

That Council adjourn this meeting at 6:45 PM and return to the call of the chair.

CARRIED

Mayor

Clerk

**TOWNSHIP OF SOUTH STORMONT
COMMITTEE OF THE WHOLE MINUTES**

October 30, 2019

Council Present Mayor Bryan McGillis
 Deputy Mayor David Smith
 Councillor Andrew Guindon
 Councillor Jennifer MacIsaac
 Councillor Cindy Woods

Staff Present Debi LucasSwitzer, Chief Administrative Officer
 Kevin Amelotte, Director of Parks and Recreation
 Ross Gellately, Director of Public Works
 Loriann Harbers, Director of Corporate Services/Clerk
 Cindy Piche, Director of Finance/Treasurer
 Peter Young, Director of Planning/EDO
 Sherry-Lynn Harbers, Recreation Coordinator

1. Call to Order

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

2. Confirmation of Agenda

Members were advised of the deferral of Item 8 b) and the addition of an update concerning the Township's recycling collection costs.

3. Disclosure of Pecuniary Interest

4. Adoption of Minutes

5. Delegations

6. Staff Reports

a. Asset Management and Budgeting Lifecycle Costs

Director Piche provided an overview of asset management requirements and budgeting lifecycle costs in advance of water and wastewater budget consideration.

Members were advised that Watson and Associates will provide a further water rate study presentation at a November Committee of the Whole meeting.

b. Lost Villages Historical Society – Lease Renewal

Director Amelotte shared photos of the Lost Villages buildings and an overview of the report presented.

Discussion included the proposed arrangement whereby the Township will assume the responsibility for building maintenance and property site work. The Lost Villages Historical Society will be responsible for development and execution of programming. Supervision of seasonal staff will be a shared responsibility.

Consideration includes fundraising and marketing planning for the future.

An agreement will be prepared and brought back to Council for consideration at a future date.

c. Raisin Region Heritage Centre

Director Amelotte provided an overview of the prepared report, summarizing activities and input concerning the Heritage Centre.

A meeting is scheduled with the School Board for November 6, 2019. School Board comments will be integral to future decisions.

Council is interested in investigating a partnership for an archival location in addition to potentially issuing a Request for Proposal to sell.

d. Investing in Canada Infrastructure Program

Director Kevin Amelotte and Recreation Coordinator Sherry-Lynn Harbers provided an overview of potential projects for the Investigating in Canada Infrastructure Fund.

e. Council Meeting Process

Council agreed to continue with the revised process for regular meetings.

7. New Business

Director Gellately provided information to Council concerning recycling program costs and an anticipated increase, effective January 1, 2020.

8. Closed Meeting

a. Litigation or Potential Litigation

Resolution No. COTW-21-2019

Moved by: Cindy Woods

Seconded by: Councillor Guindon

That Council, as provided in Section 239 (2) of the *Municipal Act*, 2001 move into a closed meeting at 7:58 PM to address a matter pertaining to litigation or potential litigation and advice that is subject to solicitor-client privilege;

Specifically: Building Permit (Heather Crescent)

CARRIED

Resolution No. COTW-22-2019

Moved by: Councillor MacIsaac

Seconded by: Councillor Guindon

That Council move out of this closed meeting at 8:11 PM.

CARRIED

b. Personal Matters / Labour Relations or Negotiations - deferred

9. Adjournment by Resolution

Resolution No. COTW-22-2019

Moved by: Cindy Woods

Seconded by: Deputy Mayor Smith

That Council adjourn this meeting at 8:12 PM and return to the call of the chair.

CARRIED

Mayor

Clerk

Ashley Sloan

From: Prime Minister/Premier Ministre <PM@pm.gc.ca>
Sent: November 1, 2019 10:53 AM
To: Ashley Sloan <ashley@southstormont.ca>
Cc: Navdeep Bains, P.C.,M.P. <ised.minister-ministre.isde@canada.ca>
Subject: Office of the Prime Minister / Cabinet du Premier ministre

Dear Ms. Sloan:

On behalf of Prime Minister Justin Trudeau, I would like to acknowledge receipt of your correspondence enclosing Resolution No. 284/2019.

Please be assured that your comments, offered on behalf of the Council of the Township of South Stormont, have been carefully reviewed. The matter you raise falls within the portfolio of the Honourable Navdeep Bains, Minister of Innovation, Science and Economic Development. I have therefore taken the liberty of forwarding your email to Minister Bains for his information and consideration.

Thank you for taking the time to write.

Yours sincerely,

C. Chaar
Executive Correspondence Officer
Agent de correspondance de la haute direction

>>> From : Ashley Sloan ashley@southstormont.ca Received : 30 Oct 2019 01:50:11 PM >>>
>>> Subject : Support for City of Kitchener - Consumer Packaging on Single-use Wipes >>>>

Good day,

Please be advised that Council of the Township of South Stormont passed the following resolution on October 23, 2019:

Resolution No. 284/2019
Moved By: Councillor Guindon
Seconded by: Councillor Maclsaac

That Council of the Township of South Stormont supports the City of Kitchener's resolution lobbying the Federal Government to review the regulations related to consumer packaging on single-use wipes.
CARRIED

Kind regards,

Ashley Sloan
Clerk's Assistant

Township of South Stormont
2 Mille Roches Rd., P.O. Box 84
Long Sault, ON K0C 1P0
Email: ashley@southstormont.ca <mailto:ashley@southstormont.ca>

Township of South Stormont
MONTHLY ACTIVITY SUMMARY
Chief Administrative Officer



To: Council
From: Debi LucasSwitzer
Date of Meeting: November 13, 2019
Reporting Month: October 2019
Subject: Monthly Activity Summary – CAO HR

Ill and worked from home for most of 1st week of October.

Work Completed:

- Oct 2, 16, 30 – Committee of the Whole Meetings
- Oct 9, 23 – Council Meetings
- Oct 8, 9, 22, 23 – Individual meetings with Directors
- Oct 10, 31 – Meetings with Directors Group
- Oct 17, 24, 30 – Meetings with staff regarding draft Employee Code of Conduct
- Oct 7 – By-law meeting regarding by-law concerns from resident
- Oct 9 – Meeting with Lost Villages Society regarding agreement
- Oct 10 – Training Brockville with Directors
- Oct 16 – Interview Community Planner position
- Oct 16 – Meeting with residents regarding by-law concerns
- Oct 18 – Meeting regarding cat by-law
- Oct 21 – Conference call regarding Doctor Recruitment
- Oct 21 – Meeting regarding website RFP submissions
- Oct 22 – Meetings with Parks & Rec, Planning/EcDev/Bldg budget prep
- Oct 23 – Meeting with Watson & Assoc., Water/Wastewater Rate Study
- Oct 24 – Meeting with K. Benes regarding possible Medical Clinic renovations
- Oct 24 – Meeting with rep from Lost Villages regarding student positions
- Oct 24 – Conference call regarding insurance settlement recommendation
- Oct 25 – Cunningham Swan training session
- Oct 25 – Meeting with Directors regarding budget preparations
- Oct 28 – Doctor Recruitment Committee meeting
- Oct 29 – Meeting regarding pet licensing

Work in Progress:

- 2020 Budget preparations
- RFP issued for Job Evaluation, Compensation, Pay Equity, Policy Review and Performance Management Program, closes Nov 14.
- Purchasing Policy review and process changes as per recommendation from Auditor, 2018 Management Letter
- Employee Code of Conduct reviews with staff & amending document
- Requesting quotes for review & recommendations for current Human Resources Policy
- Service Delivery Review RFP, awaiting information on proposed grant
- Doctor Recruitment Community Visioning
- Ingleside Medical Clinic possible renovations, awaiting information requested from doctor group
- Employee Breakfast
- Trillium Landfill Water Rights, awaiting information from landowner's lawyer
- Waterfront Development & Parks and Recreation Master Plan
- Lost Villages new agreement
- 2020 Workplan

Other Updates:

Service Delivery Review:

In September Council authorized the CAO to issue an RFP for a Service Delivery Review. The CAO was to return in October with the results of the RFP. Due to illness and other work matters that arose the RFP was not issued. It is in the works and will be sent out in the coming weeks.

The Province recently announced a grant program for municipalities related to Service Delivery Reviews and Modernization initiatives. It is anticipated that the grant program will support recommendations from Service Delivery Reviews.

Respectfully submitted,

Debi LucasSwitzer
CAO

Township of South Stormont
 MONTHLY ACTIVITY SUMMARY
 Building Department



To: Council
From: Hilton Cryderman, CBCO
Date of Meeting: November 13, 2019
Reporting Month: October 2019
Subject: Monthly Activity Summary – Chief Building Official

Building permit statistics report for October 2019 with a comparison to October 2018:

Permits	Permits Issued 2019		Same Period 2018		Difference	
	Oct	YTD	Oct	YTD	Oct	YTD
Residential						
Total Units	3	48	7	59	-4	-11
Single	3	41	6	51	-3	-10
Semi	0	3	0	1	0	2
Rowhouse	0	0	0	0	0	0
Apartment	0	0	0	0	0	0
Additions/Renos	6	58	6	47	0	11
Accessory Bldgs.	1	41	7	28	-6	13
Commercial	0	0	0	0	0	0
Add/Reno/Access	0	2	1	5	-1	-3
Industrial	1	1	0	1	1	0
Add/Reno/Access	0	2	0	0	0	2
Institutional	0	0	0	0	0	0
Add/Reno/Access	0	3	0	4	0	-1
Demolition	1	8	0	8	1	0
Pools	0	6	2	16	-2	-10
Other (Farm/Tent/Solar)	0	7	0	16	0	-9
TOTAL	12	172	22	177	-10	-5
Total Construction Value						
Month	\$1,183,175.00		\$2,012,355.00		\$(829,180.00)	
YTD	\$17,329,963.00		\$19,957,350.00		\$(2,627,387.00)	

YTD – Year to date

Work Completed:

- September 27 to October 2/19 – Building Technician/Inspector attended the OBOA Annual Meeting & Training Session (AMTS) in Blue Mountain.
- October 3/19 - Building staff participated in a Ministry Webinar - Transforming and Modernizing the Delivery of Ontario's Building Code Services
- Hickory Street rear yard drain reconstruction – The majority of the work has been completed and I have been advised by one of the affected property owners that “after the recent torrential rains, I’m happy to say that there is no standing water at the end of my property. The repair appears to be a success.”
- October 8/19 – Onsite lot grading survey – George Patrick Drive.
- October 17/19 - Building staff participated in a Ministry Webinar – Accessibility in the Built Environment.
- October 17/19 – Attended Building Department software demonstration.
- The department issued 12 building permits.
- The department released 5 lot grading deposits.
- The department carried out 133 building inspections.
- The department closed 16 building permits (see below).

Closed Permits for October 2019

Permit Number	Issue Date	Address	Work Description	Closed Date
2019-166	2019-09-09	14 WINDERMERE DR	MUNICIPAL WATER CONNECTION	2019-10-09
2019-145	2019-08-16	17337 DOW ST	REMOVAL OF FIRE HOSE CABINET/WALL REPAIR	2019-10-18
2019-144	2019-08-16	6 MOSS DR	STORAGE SHED	2019-10-01
2019-090	2019-06-07	17177 HEADLINE RD	DETACHED GARAGE	2019-10-10
2019-082	2019-05-30	14613 ANDERSON RD	DETACHED GARAGE	2019-10-09
2019-049	2019-05-15	17 MAPLE ST	ATTACHED GARAGE	2019-10-25
2019-028	2019-03-28	18 GEORGE PATRICK DR	SINGLE DETACHED DWELLING W/ATTACHED GARAGE	2019-10-24
2018-212	2019-04-16	14593 COUNTY RD 18	SINGLE DETACHED DWELLING W/ATTACHED GARAGE	2019-10-07
2018-196	2018-11-21	17 MAPLE ST	ADDITION OF SUNROOM	2019-10-25
2018-170	2018-10-19	17150 VALADE RD	GARAGE TO BE RENOVATED INTO LIVING SPACE	2019-10-17
2018-106	2019-04-02	50 VIN VISTA DR	RENOVATION AND ADDITION	2019-10-17
2018-070	2018-06-26	38 FOREST HILL RD	SINGLE DETACHED DWELLING W/ATTACHED GARAGE	2019-10-15
2017-202	2018-01-29	17467A-17467B HEADLINE RD	SINGLE DETACHED DWELLING WITH ACCESSORY APARTMENT	2019-10-08
2017-055	2017-06-12	5516 CEDARVIEW DR	DETACHED GARAGE	2019-10-02
2015-103	2015-09-24	7 GEORGE PATRICK DR	SINGLE DETACHED DWELLING W/ATTACHED GARAGE	2019-10-15
2013-121	2013-08-21	14940 COUNTY RD 18	REBUILD GARAGE THAT WAS DESTROYED BY FIRE	2019-10-31
Total Closed				16

Work in Progress:

- Archambault Road – Outstanding Building Code infractions – An architect and an engineer have been hired by the owner to provide plans and a review of these buildings to obtain OBC compliance (two semi-detached dwellings).
- Hickory Street rear yard swale reconstruction – majority of work has been completed other than the installation of access culvert for Killarney park and minor grade filling with topsoil and seeding.
- Review and comment on planning application circulations.
- Building department permit statistics/information provided for MPAC, CMHC, Tarion, Stats. Can. & South Stormont Website.
- Open building permits – building staff continue to work on dormant files.
- Lot grading review and/or release of deposits. I have met with the GIS staff at the United Counties of SD&G and have provided them with data to prepare a Lot Grading GIS master layer.
- Building inspections, reports, compliance, reviews & interpretations.
- On-going meetings with several developers, contractors, agencies and property owners to review building proposals.
- Lawyer's letters prepared for properties regarding outstanding Ontario Building Code work orders/inspection reports.

*Respectfully submitted:
Hilton G. Cryderman, CBCO
Chief Building Official*

Township of South Stormont
MONTHLY ACTIVITY SUMMARY
Administration and Corporate Services



To: Council
From: Loriann Harbers
Date of Meeting: November 13, 2019
Reporting Month: October 2019
Subject: Monthly Activity Summary-Director of Corporate Services/Clerk

Work Completed:

October 1 – eScribe meeting with contractor re: recording of meetings
October 1 – project kickoff calls with for implementation of Vadim SaaS and PSD (Asset Management) software
October 1 - Cybercrime information session in St. Isidore
October 2 – Committee of the Whole
October 3 – Directors meeting
October 3 – reference calls with CBO re: Building software
October 4 – met with Friends of the Library representatives re: welcome package development partnership and communication
October 7, 8 and 9 – eScribe webinar
October 9 – Emergency management program staff meeting
October 9 – meeting re: Fire management software
October 9 – Regular Council
October 9 – Public meeting
October 10 – Surviving and Thriving in 2019: Local Government Ethics in a Time of Populist Leadership hosted by City of Brockville
October 15 – internal meeting for review of Website RFP submissions
October 15 – pet licensing software demonstration
October 16 – records management project meeting
October 16 – Committee of the Whole meeting
October 17 – meeting with Building department and software contractor
October 18 – meeting with Public Works department and Customer Services Representative re: AccessE11 – 2018 / 2019 outstanding request/complaint listing
October 18 – review of draft cat limitation by-law considering solicitor comments
October 18 – eScribe webinar
October 21 - staff meeting re: 2020 budget process
October 21 – Website working group review of RFP submissions
October 22 & 23 – Municipal Law Unit 3; North Grenville
October 23 – Regular Council
October 24 – AMCTO meeting Carleton Place
October 24 – solicitor call re: building file
October 24 – progress calls with Optimus Tech re: server migration project
October 25 – session with Cunningham Swan
October 25 – staff meeting re: 2020 capital budget
October 29 – Municipal Law Unit 4; North Grenville
October 29 – tour of Cemeteries with contractor
October 30 – meeting with SDG Counties re: Fire management software

October 30 – department meeting re: Employee Code of Conduct
October 31 – Directors meeting
October 31 – staff meeting re: cemetery project

Work in Progress:

On-going duties: regular Council meeting preparation and follow up, correspondence including communication for information, agreements reviews, support to planning matters, legal matters, accounts' reports review, lottery and marriage license processing.

Front counter topics:

- Incoming emails and response – Request for PIN for Vadim Access and complaints
- Incoming call to the office - Municipal Drain Letters went out, complaints, waste management questions
- Late payments for utilities and property taxes
- 78 complaints entered in AccessE11 for the month of October

On-going projects:

- Council Chambers display and recording of meetings
- Cylance production roll-out, and uninstall of Symantec antivirus from all computers
- Mobile Device (phone) enrollments and port-outs
- Records quality control review
- Records retention (FileHold) deletion reports
- Cemetery Master Plan Implementation
- Building Software and By-law
- Fire Department Software and Establishment By-law
- Review of Delegation of Authority By-law
- 2020 IT Budget for Water and Wastewater Treatment Plants
- 2020 Corporate Services Budget
- Personal Information Bank (MFIPPA)

Other Updates:

Website Services

The RFP for website services was awarded to eSolutions on October 23, 2019. A review of the agreement and workplan are underway.

Other updates:

- The ICO (fire software) project continues. Personnel, vehicle and inventory data is being populated. With the assistance of SDG Counties address data will be populated in due course.
- The Township's Managed Services project continues with anticipated network assessment completion in due course. Unfortunately, there has been some unexpected glitches and project delays due to apparent software and server incompatibility.

Respectfully submitted:

Loriann Harbers, CMO

Page 41 of 87

Director of Corporate Services/Clerk



To: Council
From: Cindy Piché
Date of Meeting: November 13, 2019
Reporting Month: October 2019
Subject: Monthly Activity Summary-Director of Finance

Work Completed:

- iCity/VADIM update on SaaS Agreement
 - Conversion progressing well
 - Expected to be completed mid-November
- Taxation and Revenue
 - Supplementary and Omittance adjustments year to date \$76,000
 - Write-offs from assessment changes (Minutes of Settlement) are almost \$37,000 year to date.
 - Reviewed properties in arrears:
 - Reviewed registered properties
- Reporting and Policies
 - Municipal Grant Program applications are under review
- Budget 2020
 - Meetings with Directors, CAO, Caneau
- October 2nd, 16th, 30th – Committee of the Whole (COTW)
- October 9th, 23rd – Regular Council
- October 8th – Training Session hosted by MNP LLP:
 - Cyber Security, HST Update & PSAS update involving Asset Retirement Obligations
- October 23rd – Meeting with Watson & Associates, Director of Public Works, CAO Re: Water and Wastewater Rate Study Update
- October 24th – Meeting with Infrastructure Ontario Re: Debentures
- October 28-30 – CPA Canada Conference: Lead, Innovate, Connect
 - Building Infrastructure to Meet Canada’s Needs
 - Emerging Issues in Accounting; PSAB Strategic Updates; IFRS Updates
 - Asset Retirement Obligations – Implementation
 - How Accountants can Bridge the Global Infrastructure Gap
 - Innovative Ways to Deploy Programs
 - Disruptive Technologies; Risk Management & Cyber Security
 - Enhancing Program and Service Delivery through Improved Operational Costing

- Monthly – cash receipting, accounts payable, payroll, receivables, past due reminder notices, supps and omits, adjustments to taxes and water/sewer accounts including assessment and ownership changes, GL analysis

Throughout the Month/Work in Progress:

- ARB new requirements *ongoing*
 - Reviewed properties of interest
 - General appeals in process
 - Currently 1 appeal in process requiring Township participation – Proposal by the property owner was submitted and the response was put on hold waiting for additional information to be provided by the other parties. A counter proposal was offered and rejected by the property owner. Several correspondence throughout October and consultation with Legal
 - 2 Other appeal processes are moving forward
- Lease renewal *ongoing*
 - Received request to review renewal terms – rental of building(s)
 - Additional resources were acquired, and file has been reviewed
 - Preliminary offer has been sent; Final negotiated offer to be presented to Council for review and approval
- Researching and drafting policies *ongoing*
 - Procurement Policy Review
 - High Water Usage/Leak Policy approved in October at Regular Council meeting
 - Energy Conservation and Demand plan review in process
- Water and Waste Water Rate Study Update, *ongoing*
 - Data and reports provided to consultant
 - Discussions with consultant on data and findings
 - Results to be presented to Council in November 2019
- Asset Management *ongoing*
 - Software implementation delayed to November due to limited resources
 - Professional services to assess and document assets for asset management plan will be ongoing until all data is compiled into the software



To: Council
From: Gilles Crepeau
Date of Meeting: November 13, 2019
Reporting Month: October 2019
Subject: Monthly Activity Summary – Fire and Rescue

Work Completed:

- October 1: Meetings with MLEO & FPO
- October 2: Preparation of Table Top Exercise Trans Northern Pipeline
- October 3: Meeting with Ryan Wheeler Trans Northern Pipeline
- October 7: Meeting with ICO Representatives
- October 9: Emergency Management Meeting at the Counties
- October 15: Meeting with electrical company to review annual fire alarm inspections
- October 16: COTW Meeting
- October 17: By-Law Issues
- October 18: Pump/Tanker Inspection in Vars
- October 21: Capital Projects Review
- October 22: Operations Budget Review
- October 23: Operations Budget Review
- October 25: Operations Budget Review
- October 29: By-Law Issues
- October 30: Budget Review
- October 31: SMT Meeting

Work in Progress:

- Inspection Orders and concerns from Township residents
- Smoke Alarm and Carbon Monoxide Program ongoing
- Home Safe Home Program
- Continuing review of SSFR SOGs
- Reviewing Ministry training standards
- Reviewing Provincial Community Risk Profile
- Tapp-C Program
- Repairs of Pump/Tanker
- Implementation of NFPA Training Program for SSFR Members
- Online Training Program Implementation
- ICO Software
- Budget
- Table top exercise with Trans Northern Pipeline

Fire Prevention

- Weekly meetings with Fire Chief
- Meetings with By-law Officer
- Inspections: 9

- Vulnerable Occupancy Inspections:1
- Attended Flash Course in Cornwall
- Reviewed and approved Fire Safety Plan Sunset Cove
- Fire Cause and Determination: County Rd 14 & County Rd 44
- Fire Prevention Week: fire safety presentations were done in every school in the Township.

Incident Summary

Date	Incident	Response Type	Total Responders
October 1	Highway 401	MVA	8
October 4	Dafoe Road	Medical Assist	4
October 7	Highway 401	MVA	6
October 7	Dickinson Drive	Medical Assist	4
October 8	County Road 18	MVA	6
October 12	Dundas Street	Smoke Alarm Activation	6
October 14	Jim Brownell Blvd	Smoke Alarm Activation	6
October 19	Headline Road	Structure Fire	12
October 20	Highway 401	Tractor Trailer Fire	8
October 21	Otto Road	MVA	6
October 22	Myers Road	Brush Fire	6
October 24	Memorial Street	Smoke Alarm Activation	6
October 27	Fraser Street	CO Alarm Activation	4
October 31	Stratford Blvd	CO Alarm Activation	4
October 31	County Road 14	Structure Fire (Barn)	20

Municipal Law Enforcement

Animal Control	3
Fires	2
Pool Fences	1
Nuisance	1
Parking/Traffic	4
Property Standards	3
Zoning	2
Miscellaneous	2
Assist Other Department	4
Totals	22

Township of South Stormont
MONTHLY ACTIVITY SUMMARY
Planning and Development Department



To: Council
From: Peter Young
Date of Meeting: November 13, 2019
Reporting Month: October 2019
Subject: Monthly Activity Summary- Director of Planning/EDO

Work Completed:

- September 30-October 3, 2019 – OPPI Conference (Toronto)
- October 2, 2019 – Committee of the Whole meeting
- October 4, 2019 – EDOWG Meeting
- October 4, 2019 – OACA Seminar (Planning Training)
- October 7, 2019 – Committee of Adjustment Meeting (2 applications)
- October 8, 2019 – CAO meeting
- October 9, 2019 - Regular Council meeting
- October 9, 2019 - Public meeting (Official Plan Amendment)
- October 10, 2019 – Local Government Ethics training (Brockville)
w/Directors
- October 16, 2019 – Committee of the Whole meeting
- October 17, 2019 – Director’s meeting
- October 17, 2019 – Eastern Ontario Communications Conference
- October 17, 2019 – Building permit software demonstration re: Evolta
- October 21, 2019 – Building department budget review w/Chief Building
Official
- October 22, 2019 – Building, Planning & Economic Development department
budget review w/Director of Finance
- October 22, 2019 – CAO meeting
- October 23, 2019 - Regular Council meeting
- October 25, 2019 – Cunningham Swan seminar (South Stormont Twsp.
Office)
- October 25, 2019 – Budget discussions meeting w/Directors
- October 30, 2019 – Committee of the Whole meeting
- October 31, 2019 – Director’s meeting

Monthly:

- Met with individuals regarding development applications, zoning and work order letters for property purchases, regular planning and economic development inquiries.

Delegated Authority:

- October 7, 2019 – Submitted comments for application B-69-19 (Villeneuve) for a lot addition on Bush Glen Road.
- October 7, 2019 – Submitted comments for severance application B-24-19 (Emard) to create a new lot at 23 Moulinette Road.
- October 7, 2019 – Submitted comments for severance application B-69-19 (Emard) to create a new lot at 23 Moulinette Road.
- October 21, 2019 – Submitted comments for application B-81-19 (Losey) for a lot addition on Northfield Road.

Planning Processes:

- The following table provides an overview of the number of planning applications/processes administered by the Township over the last three years.

Process/Application	2017	2018	2019 *to date*
Consents	28	18	18
Zoning Amendment	15	16	14
Official Plan Amendment	1	0	1
Minor Variances	14	14	20
LPAT Hearings	0	0	1
Site Plan Control	5	3	6
Part Lot Control	5	5	1
Removal of Holding	1	3	1
Temporary Use By-law	0	0	1
Deeming By-law	0	0	0
Draft Plan Sub. Approved Lots	0	25	24
Registered Sub. Lots	11	8	0

Work in Progress:

- Long Sault Boundary Study – Council endorsed OPA 3 for the Long Sault Boundary Study, and the amendment has been submitted to County Council.
- Waterfront & Parks and Recreation Master Plan Updates – Sierra Planning and Management and The MBTW Group have been retained to update the Waterfront Plan and Parks and Recreation Master Plan. A survey was also issued online to gather feedback from the community regarding these plans, and staff are reviewing the results.
- Main Street Grant – The improvements to the Long Sault Plaza are partially completed. Due to the poor condition of the Ingleside Plaza sidewalk, the original proposed sidewalk enhancement is no longer feasible under the grant

program budget and timeline. A larger sidewalk replacement project may be feasible; however a cost-sharing project would need to be agreed to with the businesses. Staff are reviewing the potential for improved lighting which was highly requested by businesses in the plaza.

- Housekeeping Update – The Housekeeping By-law was passed by Council on October 23, 2019. Subject to any appeals, staff are consolidating the By-law so an updated version is available on the website.
- 5-year capital plan and action items for Strategic Plan.

Respectfully submitted:

Peter Young, Director of Planning/EDO



To: Council
From: Ross Gellately, Director of Public Works
Date of Meeting: November 13, 2019
Reporting Month: October 2019
Subject: Monthly Activity Summary – Director of Public Works

Work Completed:

- October 9 – Frank Cowan Presentation – MMS/Risk Assessment
- October 10 – AMCTO Seminar – Municipal Governance
- October 18 – Operations meeting w. Caneau
- October 23 – meet with Watson Assoc. – water/sewer rate study
- October 23 – meet with Caneau -water/wastewater budget
- October 24 – meet with Architect – SLMC potential renovations
- October 25 – Cunningham Swan Seminar
- October 29 – on site meeting w. Keystone Bridge – 2020 Capital projects
- October 30 – meet with City of Cornwall – recycling contract/rates 2020
- October 31 – meet with LAS Service Line Warrantees and SDG Partners

Work in Progress:

- 2020 Budget preparations
- Kraft Heinz/Lactalis Canada:
 - Further discussions of 2012-2018 operating cost reconciliation
- Ingleside Waste Water Treatment Plant Preliminary Design:
 - Consultation with Kraft Heinz/Lactalis regarding capacity allocation requirements
 - Designated Substance Survey ongoing
- Ingleside WWTP Discharge Pipe
 - Develop work plan
 - Daily monitoring and logging of pipe conditions
- By-law review:
 - Waste Management
 - Municipal Water
- Trillium Landfill – working towards Guideline B7 (Reasonable Use) criteria:
- Tender/RFQ Preparation
 - Ingleside Water Tower Repairs
 - Ingleside WWTP Mold Abatement – Report Attached
- Ongoing site plan, subdivision plan reviews
- Contract administration various files:
 - Lakeside Drive Engineering
 - Bridge Reconstruction Engineering
- Personnel issues including performance management program, WSIB open file, recruitment, etc.
- Insurance files

DRAINAGE REPORT

Trapping Report

- Beavers Trapped October 17
- Year to date 129

Maintenance

- Requests for maintenance have been received for the following Municipal Drains:
 - Osnabruck Drain
 - Some spoils to level – Fall, 2019.
 - Stoney Creek Drain - upper section
 - DFO, CA and MNR approvals expired.
 - Deferred to 2019.
 - Murray Drain
 - Request for 2017 maintenance.
 - Approvals received.
 - Spoils levelled.
 - Waiting on MTO to maintain Highway 401 portion.
 - County Rd 18 Drain "B"
 - Request for 2017 maintenance.
 - Approvals received
 - Work to begin Fall, 2019.
 - Beaver Creek Drain
 - Request for 2018 maintenance.
 - Approvals sent to DFO, CA and MNR.
 - Site meeting November 13, 2018.
 - Work to begin Fall, 2019.
 - RE Rombough Drain
 - Request for 2019 maintenance.
 - Approvals sent to DFO, CA and MNR.
 - Waldroff Branch of Quinn Drain
 - Request for 2018 maintenance.
 - Deferred to 2019.
 - Glenco Branch of Bonneville Drain
 - Request for 2019 maintenance.
 - Approvals sent.
 - Bonneville Drain
 - Request for 2019 maintenance.
 - Approvals sent.
 - McIntosh Drain
 - Request for 2019 maintenance.
 - Palen Drain
 - Request for 2019 maintenance.
 - Hoople Creek Drain
 - Request for 2019 maintenance.



To: Council
From: Kevin Amelotte
Date of Meeting: November 13, 2019
Reporting Month: October 2019
Subject: Monthly Activity Summary –
Director of Parks and Recreation

Work Completed:

- October 4: ICIP grant teleconference meeting
- October 7: Friendly Circle Seniors' Club Meeting
- October 8: Ontario Accessibility Fund meeting
- October 8: Volunteer Appreciation Committee Meeting
- October 9: Lost Villages Museum agreement meeting
- October 9: Regular meeting of Council
- October 10: Municipal government seminar in Brockville
- October 11: Logistical support for advance polls – federal elections
- October 15: Site meeting at Lost Villages Museum with Bird Watching group
- October 16: Site meeting to review damage and repairs at Memorial Square
- October 16: Contractor meeting for AV changes in Council Chambers
- October 21: Logistical support for polling stations – federal elections
- October 22: Draft budget review meeting
- October 23: Cemetery site meetings
- October 23: Contractor meeting at the St. Andrews Outdoor Rink
- October 23: Regular meeting of Council
- October 24: Contractor meeting for playground replacement options
- October 24: Lost Villages Museum agreement meeting
- October 25: Capital budget overview meeting
- October 28: SDG Summit presentation meeting
- October 30: COTW Council meeting

Work in Progress:

- Development and implementation of recreation facilities policies and standard operating procedures (on-going)
- Continued development of the Recreation Master Plan
- Update the lease agreement for the Lost Villages Historical Society
- Research options for the Raisin River Heritage Centre
- Updates to the facility rental agreement forms
- Install bird feeder at Ault Park (East of Lost Villages Museum)
- Research for proposal of a walking tour in St. Andrews West
- Park naming policy review (Corporate Services)
- Rosedale Terrace Pavilion Project

- Research of potential 2020 Capital and Maintenance projects
- Planning for the 2020 Volunteer Appreciation Gala
- Planning for the 2020 South Stormont Sports Hall of Fame
- Research for potential grant applications for 2020-2021
- Submit grant applications for ICIP and Celebrate Canada

Other Parks and Recreation Updates:

MacLennan Park Pavilion Project: Site preparation and construction is scheduled to start on Monday, November 11th. It is anticipated that the structure will be completed the week of November 25th.

Lancer Centre: Through a request received by members of the public, staff has reached out to the UCDSB to examine the possibility of renting the facility during weekdays to offer additional recreation opportunities in the winter season such as a walking club, yoga, zumba, etc.

Bird Feeder at Lost Villages Museum: Recreation and Public Works staff assisted with the installation of the pole required to house the bird feeder that is being installed by the Cornwall Bird Watching Group. The project will be complete in the Spring of 2020, the bird feeder will be located just east of Fran Laflamme Drive (across the road from the Forbes Reading Building).

SDG Summit: Staff attended the summit on November 7; the Directors of Parks and Recreation and Planning/EDO made a presentation on the outcomes and benefits of hosting the 2019 Active Transportation Summit.



To: Council
From: Debi LucasSwitzer
Date of Meeting: November 13, 2019
Subject: Procurement Policy Review

Background:

The 2018 Management Letter from the Township Auditors indicated that they viewed some items in the current Procurement Policy as problematic for the Township. Additionally, the current policy does not provide much information related to process, or support in relation to some of the procurement types and activities being encountered in the day-to-day work. Recent situations related to procurement processes and policies in the United Counties has as a result, the Treasurer and CAO have sought assistance related to the review and updating of the Policy to ensure the Auditor’s concerns are addressed and to ensure the Township is adhering to the appropriate Trade Agreements as well as standard procurement processes being used today. A procurement specialist with municipal experience was located after several searches. Most procurement support is related to supply chain management for manufacturing entities or found in large accounting firms which may have little experience in the smaller sized municipal realm, as a result the engagement of Wayfinder Consulting is a sole source procurement.

The assistance includes reviews and recommendations for policy documents and currently used procurement forms, the requirements generally requested in those documents, the legal and risk management requirements, as well as documents for quotations, requests for proposals, tenders and so on. The policy document and format changes recommended will be considered by Council at a Committee of the Whole meeting prior to being brought forward for approval at a regular Council meeting. The assistance also includes training for staff, 3 90 minute sessions for as many staff as necessary/appropriate once the work is completed, templates and requirements are addressed.

Discussion:

The Procurement Policy review, update and training is funded through the CAO’s 2019 professional fees budget, at a cost of \$16,900.

Template development and integration into the Township’s needs will be considered during the review process and a determination of additional costs and on the number and form of templates will be made at that time.



To: Council
From: Loriann Harbers, Director of Corporate Services/Clerk
Date of Meeting: November 13, 2019
Subject: Building Software Purchase

Recommendation:

That Council authorize a five-year agreement with Evolta Software Inc for Building Permit software, at an annual cost of \$15,000.

Executive Summary:

In 2018 the Township undertook a review process as part of the development of an Information Technology Master Plan. One of the risks identified was the software being used in the building department. Minimal support and future development with very weak hosting and security were identified. As a result, investigation into alternate options began in May of 2019.

The software of 6 vendors were reviewed by Building and Corporate Services staff, resulting in a recommendation to secure a contract with Evolta.

Background:

Research has been undertaken to find a software application that meets the needs of South Stormont both now and into the future focusing on customer service and staff efficiency.

In recent years, large municipalities have made electronic applications a reality but this has come with significant cost, staff time and computer hardware.

Through the building software investigation process, staff have become aware of a new opportunity to consider, a cloud-based permitting system. "Cloud based", meaning that the software is hosted, updated and maintained by a service provider over the internet using industry best practices. This component has become a staple for Township software investigation in all departments.

Generally, it is suggested the building permit application process should proceed as follows:

- Originating from a link on the municipal website, the applicant creates a project and uploads the required application, forms and drawings using a user-friendly step by step process. The applicant can also authorize designers to upload drawings to their project. Once the permitting software deems the application to be complete (based on preset requirements set by the Township for specific types of projects being applied for), the Township will then receive a notification indicating that a new application has been received for review.

- Upon notification of a complete application, the municipality logs into the website to view and download the information.
- The municipality proceeds to conduct plans review electronically. Once satisfied, the approved plans are uploaded back to the applicant's project with a building permit.
- The mobile component of the software allows inspectors to conduct a full inspection from the building location on a mobile device (tablet or phone) and email the inspection report to the home owner on site. The results of the inspection are loaded via cellular signal to the system. In the case a cell signal is unavailable, it is loaded when the device is brought into an area where the signal is appropriate.
- When the inspections are complete and all requirements are met, a final is issued and the file closed, potentially paperless (in time).

With the above process in mind, a total of 6 vendors were reviewed including:

- CGIS
- Vadim / Nortek
- Nortek
- Citywide / PSD
- Blueprince
- Evolta

Additional criteria was established to assist with the review including:

- Customer / builder facing component
- User friendly
- Cloud based
- Support for IT components
- Integration with third parties (i.e. Vadim)
- Data migration support
- Licensing (individual or enterprise)
- Tailorable
- Process for Updates
- Research and development (on-going improving)
- Reporting features
- Exit strategy
- Data import process
- GIS integration
- Other departmental options, i.e. Planning
- Cost
- Special features / options, i.e. digital signature
- References

Based on the criteria outlined above, CGIS, Nortek and Evolta were selected for a second round of review.

Costs are summarized below:

CGIS - \$4,500 - \$5,500 annually

Nortek - \$4,000 - \$5,000 annually

Evolta - \$15,000 – annually (5-year contract)

It is important to note that Evolta was able to offer the following key components:

- customer facing component in operation (only vendor of the 6)
- tested GIS integration
- AODA compliant
- extremely tailorable based on reference calls.

Benefits of this system include:

- Applicants ability to monitor the progress of an application.
- Inspections are requested and results of inspections are posted into the system.
- Upon completion of the project, the files can be archived into the Township's records management system.
- Availability of plans online at any time.
- Follows the Township's strategic priorities, supporting customer satisfaction, environmental sustainability and innovation.

For the building industry, benefits of this cloud-based system include:

- Zero printing costs and storage for application to submit (includes plans, truss/heating drawings, etc).
- Ability to track several permits at one time.
- Inspection scheduling electronically.
- Allows for quicker application process given that designers can submit plans and drawings directly to their project online.
- Reduced staff time with application data input.
- Reduced staff time with multiple systems (filehold, proware, paper).

It has been determined that Evolta is the preferred solution as it best fits the requirements of the building department and the Township as a whole. The system is the primary building permit software used in Finland where over 250 municipalities are enrolled. In Canada, the Cities of Windsor and London in addition to 10 +/- municipalities in south western Ontario, have enrolled. It is staff's understanding that South Glengarry is actively considering Evolta as well.

Staff have met with Evolta on multiple occasions and consulted with SDG Counties to ensure GIS compatibility and support the application.

The Ministry of Municipal Affairs and Housing has circulated publications and hosted webinars for building personnel, entitled "Transforming and Modernizing the Delivery of Ontario's Building Code Services". The opening paragraph states,

"The building sector is a \$38 billion industry and a key driver of Ontario's economy. It is essential that the people working in this sector have the support they need to keep Ontario's economy growing. Building sector stakeholders have been asking for better, more modern and timely services and resources to support their ability to understand and apply the highly technical and complex building code requirements."

The Ministry needs to implement a model that will enable the delivery of improved services to promote consistency and better support the sector. To do this, the Ministry

is proposing to establish a new administrative authority to deliver a suite of enhanced user driven services.

The Ministry has also committed to a digital first strategy to modernize and improve the services it provides to Ontarians. With Evolta, and the customer facing component it provides, the Township will be better prepared to access digital resources and meet a high standard for customer service and support to development in the Township.

For Council's information, here is the link to the relative discussion paper:

https://prod-environmental-registry.s3.amazonaws.com/2019-09/BC-Transforming_Sept-19-FINAL.pdf

To further support the digital initiatives introduced, staff are recommending the use of Bluebeam in conjunction with the Evolta software. Bluebeam is a well know plans review product that will support staff efficiency initiatives.

Upon approval, anticipated next steps in the project are identified as follows:

- Finalization of agreement
- Training and implementation in coordination with data consideration in existing Proware system
- Commence using system internally January 1, 2020
- Introduction of customer facing portal to priority builders
- Introduction of customer facing portal to general public with exciting news release (anticipated early spring)

Options:

1. That Council authorize a five-year agreement with Evolta Software Inc for Building Permit software, at an annual cost of \$15,000.

This is the recommended option. Should this option not be selected, none of the alternate vendors meet the standard level and criteria set forth for customer service and staff efficiency. Upgrades will be required in the near future at an added cost.

2. That Council instruct staff to further investigate an alternate option.
3. Other.

Financial Impact:

The Township's procurement policy requires that all budget approved purchases between \$10,000 and \$19,999 receive three written quotations and approval by the Director and CAO. Due to the recurring cost, staff are presenting to Council for approval.

The 2019 budget provide \$25,000 for the building permit software project. Staff are recommending the Township secure a 5-year contract with Evolta for \$15,000. There is a one time set up fee of \$5,000 to be paid in 2019 and half the annual cost, \$7,500. As such, of the \$25,000, \$12,500 will be spent in 2019. The balance will be used for a Bluebeam subscription and larger monitors for building department staff.

Others Consulted:

Hilton Cryderman, CBO

Harry Hutchinson, DCBO

Troy Merriman, Building Inspector

James Morin, Building Inspector/Admin

Debi LucasSwitzer, CAO

Peter Young, Director of Planning/EDO

Adam Aubin, IT Business Systems/ Records Management Coordinator

IT Dept, United Counties of SDG

Gary Walker, Perry Group



To: Council
From: Ross Gellately
Date of Meeting: November 13, 2019
Subject: 2019 OSIM Bridge Reports

Recommendation:

That Council accepts the 2019 OSIM Bridge Inspection and Summary Reports completed by Keystone Bridge Management Corp. dated September 2019.

Background:

The Ontario Bridge Inspection Manual (OSIM) is a standard for bridge and culvert inspections in Ontario. The standard was developed in 1985 and updated in 2000. The standard requires all bridges and culverts with a span of 3m or greater be inspected every two years.

The intention of the OSIM Bridge Inspection and Summary Reports is to provide a guide to staff and Council for Capital expenditures, specifically bridges and culverts in the upcoming years.

At the October 23, 2019 meeting of Council Harold Kleywegt, of Keystone Bridge Management Corp. presented the recently completed 2019 OSIM Bridge Inspection and Summary Reports. These reports include an assessment of each of the 22 bridge structures including 9 structures and 13 large culverts.

The presentation indicated:

- \$11.02 Million in Asset Replacement Value
- \$2.4 Million in Capital needs in the next 5 years
- Four culverts should be replaced by 2024
- Bridge Condition Index (BCI) currently is lower than standard. (80% of structures should have BCI > 70, currently Township structures rate only 13 of 22 or 59%).
- Ten structures (mostly culverts) have less than 20 years of estimated remaining service life.
- Township does have a positive investment history for bridges.
- Long Term Annual Investment recommended:
 - \$100,000 for Bridges
 - \$60,000 for Culverts

Options:

1. That Council accepts the 2019 OSIM Bridge Inspection and Summary Reports completed by Keystone Bridge Management Corp., dated September 2019.
2. Other.

Financial Impact:

The intention of the report is to provide a guide for capital expenditures for bridges and culverts the next 5 years.

Others Consulted:

Keystone Bridge Management Corp.
Director of Finance/Treasurer

Executive Summary

Keystone Bridge Management Corp. was retained by the Township of South Stormont to provide bridge assessments for all its bridges and large culverts. A total of 22 structures were evaluated of which 9 were bridges and 13 were culverts.

The structure inventory ranges in age from nearly new to 69 years old and represents 1,861 square metres of plan surface area. The average age of South Stormont structures is 31 years.

The asset value of all bridges and culverts on a full replacement cost basis is of the order of \$11.2 million.

Approximately \$2.4 million is required in capital investment to continue to maintain the structural inventory in good serviceable condition for the next six years. Four culverts are identified for replacement. Two bridges are nominated for a comprehensive rehabilitation.

In the next 20 years there will be a need to replace about \$3M in bridge and culvert assets.

The bridges are presently depreciating at a rate of \$110K per year. They retain about 67% of their new value. In the absence of capital investment, the bridges will retain 36% of their new value in 20 years. The bridges have lost 7.3% in value due to deterioration. The ideal long-term investment in bridges is \$100K annually.

The culvert assets are depreciating at a rate of \$50K per year. They currently retain about 43% of their new value. Without capital investment, the culverts will retain 15% of their new value in 20 years. The recommended on-going expenditure for culverts is greater than \$60K annually.

A total of 59.1% of the inspected structures have a Bridge Condition Index greater than 70. The remaining structures have BCI values between 57.1 and 70. South Stormont is 20.9% behind the MTO's goal of maintaining at least 80% of its structures with a BCI greater than or equal to 70.





To: Council
From: Ross Gellately
Date of Meeting: November 13, 2019
Subject: Tender No. 19-2019 Ingleside WWTP Mould Abatement

Recommendation:

That Council award Tender No. 19-2019 Ingleside WWTP Mould Abatement to Elite Environmental Group Inc. for the tendered price of \$73,498 (excluding HST), and further that the Director of Public Works be authorized to execute the necessary documents.

Background:

Included in the 2019 Budget for the Ingleside WWTP was \$102,000 for Mould Abatement of the office area. Mould was discovered in ductwork, HVAC equipment and on walls as a result of a failure of two air conditioning units. The units were replaced and localized cleaning completed by staff proved unsuccessful. The issue was assessed by an environmental consultant and it was recommended a complete cleaning (HEPA Stage 1 and 2) and disinfection of the building including the removal of drywall, complete ceiling tile replacement and cleaning of ductwork. Once it is determined the source of the mould is removed the building interior will be completely painted by the Township.

As a result, a complete set of drawings and specifications were completed with a tender for mould abatement services issued.

There were two submissions received as follows:

Elite Environmental Group Inc.	\$73,498.00
CMG Innovation Ltd.	\$85,400.00

Options:

1. That Council award Tender No. 19-2019 to Elite Environmental Group Inc. for \$73,498.00 (excluding HST). This is the recommended option.
 2. Other
-

Financial Impact:

The tendered amount and consultant fees falls below the amount of \$102,000 included in the 2019 Capital Budget.

Others Consulted:

Blake Michels, Civil/Environmental Specialist, HSP Engineering
Jamie Baker, P. Eng, EVB Engineering



November 6, 2019

Township of South Stormont
2 Mille Roches Road
Long Sault, ON K0C 1P0

Attn.: Mr. Ross Gellately

Ref.: Ingleside WWTP Mould Abatement – Bid Review & Recommendation
HSP Project No. 9726

Dear Mr. Gellately:

This letter is being prepared to summarize and provide our bid analysis for Tender 19-2019.

Bidding closed on October 30 at 2:00pm. Two bids were received. In summary, the bids were (exclusive of HST):

Elite Environmental Group Inc.	\$73,498.00
CMG Innovation Ltd.	\$85,400.00

A review of the low bidders package did not warrant any disqualification and did include all of the required documents.

Given the results provided for the bid, we recommend awarding the contract to Elite Environmental Group Inc. for a total bid price, including HST, of \$73,498.00.

Best regards,

Blake Michels

Blake Michels, B.AS.
Civil/Environmental Specialist



To: Council
From: Debi LucasSwitzer, CAO
Date of Meeting: November 13, 2019
Subject: By-law No. 2019-099 Enter into a Licence Agreement with Ontario Power Generation

Recommendation:

That By-law No. 2019-099, being a by-law to authorize a licence agreement with Ontario Power Generation for the Long Sault-Ingleside Water Treatment Plant, be read and passed in open Council, signed and sealed this 13th day of November, 2019.

Background:

The Township of South Stormont has had a licence agreement with Ontario Power Generation since November 2003. The lands in question house the Long Sault Ingleside Water Treatment Plant.

Ontario Power Generation forwarded the attached draft licence agreement for Township execution in early 2019. The terms of the Licence Agreement are for five years, beginning November 1, 2018 and expiring October 31, 2023, and includes provisions for two (2) five (5) year extensions.

The document has received reviews from the Township solicitor and the Township's insurance broker. Suggestions related to the agreement were made;

- a) to request Ontario Power Generation to sell the lands to the Township. When asked the response was that Ontario Power Generation would not sell as they need to control what is built to ensure nothing goes down river and damages the hydro dam at Cornwall.
- b) to request Ontario Power Generation to amend provisions related to Insurance, when asked the response was it is not Ontario Power Generation's policy to amend their Licence Agreements in favour of the other party.

Given the longevity of the agreement, and the fact the Township and Ontario Power Generation have had such a long-standing agreement in place, there is consensus that the Township should sign the agreement as it is.

Options:

1. Authorize the signing of the Licence Agreement with Ontario Power Generation for the Long Sault Ingleside Water Treatment Plant. This is the recommended option.
2. Attempt to continue to have changes proposed by legal and insurer included.
3. Not sign and find new location for Water Treatment Plant.

Financial Impact:

There are no financial obligations associated with the Licence Agreement beyond carrying the insurance coverage called for. This is standard operating practice for the Township and is simply built into the Insurance program.

Others Consulted:

Township Solicitor, Horner Petersma - E. Horner
Township Insurance Broker, Halpenny – C. Corkery
Director of Public Works
Director of Corporate Services

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW NO. 2019-099 - **DRAFT**

BEING a by-law to authorize a Licence Agreement between the Township of South Stormont and Ontario Power Generation Inc.

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

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

AND WHEREAS Council of the Township of South Stormont did, on the 18th day of February, 2004, adopt By-law No. 20-2004, being a by-law to enter into a licence agreement with Ontario Power Generation Inc.;

AND WHEREAS Council of the Township of South Stormont did, on the 11th day of June, 2008, adopt By-law No. 2008-58, being a by-law to amend By-law No. 20-2004 to renew the licence agreement with Ontario Power Generation Inc.;

AND WHEREAS the Township of South Stormont is desirous of entering into a new Licence Agreement with Ontario Power Generation Inc.;

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

1. That the Township of South Stormont be and is hereby authorized to enter into a Licence Agreement with Ontario Power Generation Inc.
2. That the Mayor and Director of Corporate Services/Clerk are hereby authorized and directed to execute the agreement, attached as Schedule "A" to this by-law.
3. That any by-law inconsistent with this by-law is hereby repealed.

READ and passed in open Council, signed and sealed this 13th day of November, 2019.

Mayor

Clerk

LICENCE AGREEMENT

THIS LICENCE made as of the ____ day of _____, 20____,

BETWEEN:

ONTARIO POWER GENERATION INC., a corporation incorporated under the laws of the Province of Ontario (“**OPG**”)

-and-

TOWNSHIP OF SOUTH STORMONT, a corporation incorporated under the laws of the Province of Ontario (the “**Licensee**”)

(each a “**Party**” and together the “**Parties**”)

RECITALS:

- A. OPG is the owner of the Lands described below.
- B. OPG and the Licensee entered into a licence on February 18, 2004, for a portion of the Lands being the area depicted in the Sketch (as defined below) (the “**Licensed Lands**”) on a non-exclusive basis for the purposes of erecting, maintaining and operating a pumping station.
- C. The term of the Licence commenced on November 1, 2003 and expired on October 31, 2008. The renewal provisions of the Licence provided the Licensee with the option to renew the Licence for a total of two (2) Renewal Terms of five (5) years upon written notification of not less than six (6) months prior to expiry of each Renewal Term.
- D. The Licence was renewed and a confirmation letter dated May 26, 2008, exercising the First Renewal Term of 5 years commencing on November 1, 2008 and expiring on October 31, 2013.
- E. The Second Renewal Term was exercised on September 10, 2013, commencing on November 1, 2013 and expiring on October 31, 2018. No further renewal terms are provided for in the Licence.
- F. The Parties have agreed to enter into a new Licence Agreement for a five (5) year term commencing on November 1, 2018 and expiring on October 31, 2023 with two (2) renewal options of five (5) years each term.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and the sum of Two Dollars (\$2.00) CAD, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. DEFINITIONS

For the purposes of this Licence, the following definitions shall apply:

- (a) “**Applicable Laws**” in respect of any person, property, transaction or event, means all applicable federal, provincial, municipal and local laws, statutes, rules, regulations, orders, guidelines, codes, by-laws, ordinances, standards, treaties, judgments and decrees applicable to that person, property, transaction or event at the applicable time and, whether or not having the force of law, all applicable approvals, requirements, requests, directives, rules, guidelines, instructions, circulars, manuals, policies and formal interpretations thereof of any governmental authority having or purporting to have authority over that person, property, transaction or event at the applicable time;
- (b) “**Business Day**” means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario;
- (c) “**Environmental Laws**” mean all applicable federal, provincial, municipal and local laws, statutes, regulations, guidelines, provincial policies, and by-laws, official plans, and all orders, directives, rulings and decisions rendered by any ministry, department or administrative or regulatory agency or court, including any obligations or requirements arising under common law, relating to the protection of the environment, mining, drinking water, wildlife, human health and safety or the manufacture, processing, sewage treatment, storage, disposal, transport, handling, containment, clean-up or other remediation or corrective action or in respect of a Hazardous Substance;
- (d) “**Governmental Authority**” means any federal, provincial, state, municipal or local government, parliament or legislature, or any regulatory authority, agency, tribunal, commission, board or department of any such government, parliament or legislature, or any court or other law, regulation

or rule-making entity, or any arbitrator, each having or reasonably purporting to have jurisdiction in the relevant circumstances.

- (e) **“Hazardous Substance”** means any substance, material, chemical, waste of any nature, or thing (including asbestos, asbestos containing material, petroleum, petroleum by-products, radioactive substances, pesticides, herbicides, polychlorinated biphenyls) which is or is deemed or defined to be, alone or in any combination, hazardous, dangerous, toxic, a pollutant, a deleterious substance, a dangerous good, a designated substance, a contaminant or a source of pollution or contamination or is otherwise regulated, and includes all analogous concepts as defined in or pursuant to any Environmental Law or designated under any Environmental Law;
- (f) **“Lands”** means the lands known as Block H, Plan 261, Township of South Stormont as further described on Schedule “B” attached hereto;
- (g) **“Licence”** has the meaning set forth in the Recitals;
- (h) **“Licence Fee”** has the meaning set forth in Section 3;
- (i) **“Licensed Lands”** has the meaning set forth in the Recitals;
- (j) **“Licensee’s Representatives”** means the Licensee’s employees, contractors, sub-contractors, consultants, workers, agents and invitees;
- (k) **“Licensee’s Works”** means the pumping station, the associated pipe lines and ancillary works, which include: (1) a 400 mm diameter stormwater outfall pipe, (2) a 350 mm diameter intake pipe, and (3) a 150 mm diameter raw water sample pipe;
- (l) **“OPG Representatives”** means OPG’s officers, employees, workers, permittees, servants, agents, contractors, and subcontractors;
- (m) **“Release”** has the meaning prescribed in any Environmental Law and includes any release, intermittent or gradual release, spill, leak, pumping, addition, pouring, emission, emptying, discharge, injection, escape, leaching, disposal, dumping, deposit, spraying, burial, abandonment, incineration, seepage, placement or introduction, whether accidental or intentional;
- (n) **“Sketch”** means the general site sketch illustrating that portion of the Lands being the subject of this Licence as shaded grey on Schedule “A” attached hereto and forming part of this Licence; and
- (o) **“Term”** has meaning as set out in Section 2 of this Licence.

2. DEMISE AND TERM

- (a) OPG hereby grants a licence to the Licensee to use, occupy and enjoy the Licensed Lands in accordance with the covenants and agreements herein, and subject to all existing encumbrances on the Lands, for a period of five (5) years, commencing on November 1, 2018 and terminating on October 31, 2023 (the **“Term”**)
- (b) If the Licensee is not then in default in respect of any of the covenants and agreements herein at the end of each Term, then the Licensee shall have the right to extend the Term for two (2) additional terms of five (5) years. The extension term shall be on the same terms and conditions of this Licence. The Licensee’s right to extend the Term shall be exercisable by written notice to OPG given not less than ninety (90) days prior to the expiry of the Term, or each additional extension term.
- (c) The Licensee acknowledges having had the opportunity to inspect the Licensed Lands prior to entering into this Licence and hereby accepts the Licensed Lands on an “as is, where is” basis.
- (d) Except as otherwise provided for in this Licence, this Licence may be terminated by either Party at any time during the Term upon six (6) months’ prior written notice to the other.
- (e) OPG reserves the right to revoke the permission forthright hereby granted as to any part or parts of the Licensed Lands if such lands are required by Municipal, Provincial or Federal Authorities upon the giving of notice in writing to the Licensee, without payment of any compensation.

3. LICENCE FEE **“Intentionally Deleted”**

4. USE

It is a condition of this non-exclusive Licence and of the exercise of the rights and privileges hereunder granted to the Licensee, that the Licensed Lands, together with all facilities of ingress and egress to the Licensed Lands be used for the sole purposes of erecting, maintaining and operating the Licensee’s Works and other associated purposes or uses as may be agreed to between the Parties from time to time in writing.

5. TAXES

- (a) OPG shall pay all taxes, rates and assessments that may be levied against the Licensed Lands excluding the Licensee's business taxes.
- (b) The Licensee shall pay its own business taxes and shall reimburse OPG for any increase in taxes, rates, charges, duties and assessments levied in respect of the Licensee's occupancy of the Licensed Lands or in respect of the property or business of the Licensee on the Licensed Lands and paid by OPG. OPG shall submit an account therefore to the Licensee which the Licensee shall pay within thirty (30) days of receipt of OPG's invoice.

6. LICENSEE'S COVENANTS

The Licensee hereby covenants and agrees with OPG as follows:

- (a) to permit OPG and OPG Representatives at all reasonable times to enter and view the condition of the Licensed Lands, and to promptly alter, repair, restore and maintain them to the satisfaction of OPG in accordance with written notice by OPG or OPG Representatives;
- (b) to comply satisfactorily with all instructions of OPG's Representatives including without limitation instructions to halt business and operations if, in the opinion of such representatives, the Licensee's Works interferes in any way or causes damage to the Licensed Lands or the operations of, or any works of, OPG now existing or hereafter constructed at or near the Lands or anywhere at or near the Licensed Lands. The Licensee shall assume all liability and obligation in respect of any and all loss, damage or injury sustained by OPG as a result of such interference or damage.
- (c) to erect traffic controls on the Licensed Lands if requested by OPG;
- (d) to prevent and not to permit or suffer any nuisance or anything which shall cause unnecessary annoyance or disturbance to OPG or the community;
- (e) not to alter the existing grade, contours, drainage, or water courses, nor apply gravel or asphalt to the Licensed Lands, nor erect or construct any building, structure or facility on the Licensed Lands, including retaining walls, without first having obtained all required municipal and governmental permits and approvals, and only after submitting detailed plans for the approval of OPG and having obtained OPG's prior written consent thereto;
- (f) to comply with all technical specifications of OPG as OPG may at any time and from time to time require and to ensure all Licensee Representatives observe same;
- (g) use and maintain the Licensed Lands (and any improvements thereon) and perform the uses specified herein:
 - (i) strictly in accordance with Applicable Laws and Environmental Laws;
 - (ii) in a reasonable and careful manner as a prudent owner would do; and
 - (iii) in accordance with all rules, regulations and requirements, as may be prescribed from time to time by OPG or any authority with relevant jurisdiction;
- (h) to obtain and maintain in good standing all necessary permits and licences required for the uses permitted on the Licensed Lands;
- (i) to maintain the Licensed Lands and all structures, facilities and improvements located thereon in a good state of repair and condition;
- (j) The Licensee shall ensure that only such equipment and supplies that are reasonably required for the uses as permitted herein shall be brought onto the Licensed Lands.
- (k) The Licensee will be solely responsible for all costs, charges and expenses related to:
 - (i) The installation of services of any type to the Licensed Lands, including gas, electricity, water, telephone, sanitary sewer, storm or drainage sewers or ditches;
 - (ii) any extensions, additions, reconfigurations or lateral connections to existing utilities so as to make such service available to the perimeter of and with the Licensed Lands; and
 - (iii) all easements required therefor or as may be necessary over any land adjoining the Licensed Lands;
 - (iv) the Licensee covenants to pay when due all charges for the supply of public or private utilities, including gas, electricity, water, telephone and all services of any type used at the Licensed Lands by the Licensee.
- (l) the Licensee will remove all waste and refuse from the Licensed Lands, at its own cost, and dispose of such waste and refuse in an appropriate manner;

- (m) that they will not use or, to the extent within the Licensee's reasonable control, suffer the use of the Licensed Lands, or any part of the Licensed Lands to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce, or process any Hazardous substance except in strict compliance with all Environmental Laws and all other Applicable Laws in respect to of environmental, land use, occupation, or health and safety matters in effect from time to time. In the event the Licensee fails to comply with any such Environmental Laws, OPG may, but will not be obligated to, do such things as are necessary to effect such compliance, and all costs and expense incurred by OPG in so doing, together with an administration charge equal to fifteen percent (15%) if such costs and expenses, will be payable forthwith by the Licensee to OPG. For the purpose of this Licence;
- (n) that it will forthwith notify OPG upon receipt of any order, directive, notice or other communication whatsoever received from any Governmental Authority relating to any Applicable Laws which notice will be accompanied by a copy of such order, directive, notice or other communication and the Licensee will keep OPG advised on a weekly basis of the Licensee's progress in complying with same;
- (o) at the expiration or earlier termination of this Licence, the Licensee shall remove, at the Licensee's sole cost and expense, all improvements and equipment including, without limitation, the Licensee's Works (the "**Decommissioning Work**") from the Licensed Lands and shall restore the Licensed Lands to its original condition or such other condition as shall be approved by OPG.
 - (i) OPG and the Licensee will negotiate in good faith a decommissioning plan for the performance of the Decommissioning Work (the "Decommissioning Plan") and security as reasonably required by OPG to be maintained by the Licensee throughout the Decommissioning Work to ensure performance of the Decommissioning Work by the Licensee (the "Decommissioning Security").
 - (ii) If the Licensee fails to complete the Decommissioning Work and if such default continues for a period of twenty (20) business days after OPG has given the Licensee notice of such default, OPG may, without prejudice to any of its other rights under this Licence or otherwise at law or in equity, realize on the Decommissioning Security and may complete the Decommissioning Work and recover any expenses incurred by OPG, together with a fifteen percent (15%) administrative charge, from the Licensee.

7. INSURANCE

- (a) The Licensee shall obtain and maintain in full force and effect, at its sole cost, throughout the Term and during such other time as the Licensee occupies or otherwise is in possession of the Licensed Lands, the following insurance:
 - (i) "all risks" property insurance covering all property of the Licensee, including property for which it is legally liable, located within the Licensed Lands and the Lands, including all contents, Licensee improvements, inventory, stock-in-trade, furniture and moveable equipment, in an amount of not less than the full replacement cost thereof with a waiver of subrogation in favour of OPG;
 - (ii) commercial general liability insurance on an occurrence basis with limits of not less than Ten Million Dollars (\$10,000,000) CAD, inclusive, for both bodily injury, including death, personal injury and damage to property, including loss of use thereof, for each occurrence. Coverage shall specifically include but not be limited to the following: blanket contractual liability, damage to all property of OPG, including loss of use thereof, pollution liability coverage on at least a sudden and accidental basis, products & completed operations, employer's liability; non-owned automobile liability; the Licensee's legal liability and, broad form property damage with respect to the Licensee's business, use or occupation of the Licensed Lands by the Licensee or any of its servants, agents, contractors or persons for whom the Licensee is in law responsible and showing OPG and any mortgagee of OPG as additional named insured as their respective interests may appear with a severability of interests and a cross-liability clause;
 - (iii) automobile liability insurance, covering all licensed motor vehicles operated by the Licensee, covering bodily injury and property damage liability to a combined inclusive minimum limit of Two Million Dollars (\$2,000,000) CAD and mandatory accident benefits; and
 - (iv) any other forms of insurance as OPG, acting reasonably, or any mortgagee of OPG, may require from time to time, in amounts and for insurance risks against which a prudent owner would insure;
- (b) Each of the Licensee's insurance policies will contain, as appropriate:
 - (i) any standard mortgage clauses that may be required by any mortgagee of OPG;

- (ii) a waiver of any subrogation rights which the Licensee's insurers would have against OPG or any person for whom OPG is in law responsible;
 - (iii) a provision stating that the Licensee's insurance policy will be primary and will not call into contribution any other insurance available to OPG; and
 - (iv) a waiver, as respects the interests of OPG and of any mortgagee of OPG, of any provision in any of the Licensee's insurance policies with respect to any breach of any warranties, representations, declarations, or conditions contained in the Licensee's policies;
- (c) All policies will be taken out with insurers and be in a form satisfactory to OPG. The Licensee will deliver to OPG prior to the date it occupies the Licensed Lands for any purpose either certificates of insurance and/or certified copies of the Licensee's insurance policies. The Licensee will, from time to time, or as required by OPG, furnish to OPG certificates or other evidences acceptable to OPG as to the Licensee's insurance in effect and its renewal or continuation in force. Failure of OPG to demand such certificate or other evidence of full compliance with these insurance requirements or failure of OPG to identify a deficiency from evidence provided will not be construed as a waiver of the Licensee's obligation to maintain such insurance. The acceptance of delivery by OPG of any certificate of insurance evidencing the required coverage's and limits does not constitute approval or agreement by OPG that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements;
- (d) All policies will contain an undertaking by the insurers that no material change, cancellation or termination of any policy will be made unless OPG has received at least thirty (30) days prior notice of the change, which notice shall be delivered in accordance with Section 15 of this Licence;
- (e) If the Licensee at any time fails to take out, keep in force or pay the premiums on any insurance as required in this Licence, or if the Licensee fails from time to time to deliver to OPG satisfactory proof of the good standing of any such insurance or the payment of premiums as required in this Licence then OPG will, without prejudice to any of its other rights and remedies under this Licence, have the right, but not the obligation, to place such insurance on behalf of the Licensee. This cost together with all expenses incurred by OPG and an amount equal to fifteen percent (15%) of those costs and expenses to cover OPG's overhead and supervision costs will be paid by the Licensee to OPG promptly upon demand.

9. OPG ACTIVITIES

- (a) OPG may at any time upon reasonable notice to the Licensee (except in an emergency when no notice shall be required), enter onto the Licensed Lands and inspect, maintain, and may construct, install, inspect, maintain, repair, replace and remove any new works on the Licensed Lands and conduct excavation without liability to the Licensee. For greater certainty, the Licensee acknowledges that OPG shall not be responsible for any damage to the Licensee's improvements, facilities, landscape or business caused by OPG in the exercise of the above rights.
- (b) Notwithstanding anything to the contrary in this Licence, the Licensee acknowledges and agrees that the primary use of the Licensed Lands is for OPG's operations, and the Licensee's use is secondary to OPG's in all material respects, and the Licensee further acknowledges that its operations may from time to time be affected, adversely or not, by OPG's operations.

10. INCREASE IN OPG'S COSTS

If at any time or times this Licence or any of the operations carried out pursuant to this Licence or any improvements made to the Licensed Lands by or for the benefit of the Licensee should, in the reasonable opinion of OPG, directly or indirectly increase the cost or expense of any existing or future OPG Works, or the maintenance, construction or operation thereof, the Licensee shall pay to OPG upon thirty (30) days' prior written notice from OPG, such increase in cost or expense, including without limitation, the cost to OPG of acquiring any additional lands or rights which would not have been required but for the existence of this Licence or of the Licensee's improvements, use or possession of the Licensed Lands; provided that the Licensee shall have the option of terminating this Licence within such thirty (30) day notice period, in which case all other provisions of this Licence, including restoration obligations under Section 6(o)(i) and (ii) shall be applicable.

11. PERMITTED ENCUMBRANCES

- (a) This Licence and the Licensee's interest herein shall be subject to all existing leases, licences, easements, rights of use or occupation and other property rights which may exist at the date hereof, whether or not registered, and OPG may from time to time renew or extend such arrangements or enter into new ones, whether or not with the same parties, and to which new arrangements this Licence shall also be subject, so long as the rights granted thereunder do not interfere unreasonably with the Licensee's use of the Licensed Lands.

- (b) Notwithstanding anything to the contrary in this Licence, the Licensee hereby acknowledges that OPG, in its sole discretion, shall be entitled at any time and from time to time to permit a portion or portions of the Licensed Lands to be used by it, the OPG Representatives or other permittees (the “**Permittees**”) for further or other purposes, uses, businesses or undertakings (the “**Other Uses**”) of its choice that do not, in the reasonable opinion of OPG, interfere unreasonably with the operations of the Licensee on the Licensed Lands, and to renew, extend, or grant such rights and make and complete such arrangements in this regard with such Permittees as OPG considers necessary or desirable, all at no further expense or condition and without being in default under this Licence or otherwise liable to the Licensee.
- (c) The Licensee hereby agrees to cooperate and discuss in good faith and in a timely fashion with OPG and such Permittees all proposals, impacts or reasonable requests of OPG or other Permittees with respect to the Other Uses.
- (d) If OPG notifies the Licensee at any time that OPG wishes to renew, extend, or grant rights and make arrangements to authorize such Other Uses, the Licensee hereby covenants to accept and consent to each of the same.
- (e) If OPG notifies the Licensee at any time that OPG considers it necessary, practicable or desirable:
 - (i) to surrender any part or parts of the Licensed Lands, to give effect to such Other Uses and to better implement OPG’s proposed arrangements with any Permittees; and/or
 - (ii) to surrender and replace any privileges and permission of the Licensee in respect of this Licence in return for the entering into of a shared use or other reciprocal arrangement among OPG, the Licensee and such Permittees, the Licensee shall immediately do so to the reasonable satisfaction of OPG, all without the need of any further expense, compensation or condition of any kind save and except the following:
 - a. all documentation shall be prepared by and at the expense of OPG;
 - b. any replacement agreement is no more onerous to the Licensee than the remaining material terms and conditions contained in this Licence.

12. **LIMITATION OF LIABILITY; REMEDIES**

- (a) In consideration of the rights and privileges granted herein, the Licensee shall assume all liability and obligation for any and all loss, damage or injury (including death), by reason of fire, accident or otherwise to all persons or property, howsoever arising, as a result of or connected in any way with the use and occupation of the Licensed Lands or that otherwise would not have occurred but for the granting of this Licence or the use and occupation of the Licensed Lands by the Licensee or any Authorized Representatives, save and except for any loss, damage or injury (including death) arising out of OPG’s gross negligence or willful misconduct (or any person for whom it is in law responsible). The Licensee does hereby release and forever discharge OPG, its subsidiary and affiliated corporations, predecessors, agents, successors, assigns and all persons acting on its or their behalf (together, the “**OPG Indemnitees**”), from all claims, actions, suits, demands or any proceedings which are attributable to or connected with, or arising from, or that which would not have occurred but for the granting of this Licence or the use and occupation of the Licensed Lands by the Licensee or its employees, agents, contractors, sub-contractors, consultants, workers and permittees, including any charges, expenses or costs associated therewith, and whether arising in law, equity, or otherwise and in further considerations of same. The Licensee hereby agrees to indemnify and save harmless the OPG Indemnitees from and against all such claims, actions, suits, demands or proceedings which are attributable to or connected with, or arising from, or that which would not have occurred but for the granting of this Licence or the use and occupation of the Licensed Lands by the Licensee or its employees, agents, contractors, sub-contractors, consultants, workers and permittees, including any expenses or costs associated therewith, and whether arising in law, equity or otherwise, save and except for any loss, damage or injury (including death) arising out of OPG’s gross negligence or willful misconduct. These indemnities are in addition to any other indemnities contained in this Licence and shall survive the expiration or earlier termination of this Licence.
- (b) OPG shall have all remedies, including without limitation, damages and injunction, available to OPG at law or in equity arising upon any default by the Licensee under this Licence.

13. **EVENTS OF DEFAULT AND TERMINATION**

An event of default (“**Event of Default**”) shall be deemed to have occurred hereunder if any one or more of the following events occurs:

- (a) if default is made in the due payment of the Licence Fee set out in Section 3 or any other monies payable hereunder, and such default is not remedied within five (5) days after written notice specifying the default has been delivered by OPG to the Licensee;

- (b) if default is made by the Licensee in the performance of or compliance with any other covenants, agreements, terms or conditions contained in this Licence, other than those referred to in subsection A(a) above, and such default has not been remedied within fifteen (15) days after written notice specifying the default has been delivered by OPG to the Licensee, or in the case of failure to obtain or maintain insurance, within three (3) Business Days after written notice specifying the default has been delivered by OPG to the Licensee, or in the case of a default which affects, or is likely to affect, the operations, maintenance or construction of the OPG Works, within twenty-four (24) hours after written notice specifying the default has been delivered by OPG to the Licensee. However, with respect to any such default (other than a failure to obtain or maintain insurance, or a default which affects, or is likely to affect, the operation, maintenance or construction of the OPG Works for which there shall be no extension) which is of a nature that it cannot, with reasonable diligence, be cured within a period of fifteen (15) days, an Event of Default shall not be deemed to exist if the Licensee has commenced to diligently cure such default within ten (10) days after written notice thereof from OPG and so long as the Licensee thereafter proceeds with all due diligence and takes all appropriate action to complete the curing of such default;
- (c) if the Licensee files a voluntary assignment in bankruptcy or is adjudicated bankrupt or insolvent, or files any petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief from creditors under any Applicable Laws, or seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of the Licensee or of all or of any substantial part of its property, or makes any general assignment for the benefit of creditors, as the case may be;
- (d) if a petition is filed against the Licensee or any party comprising the Licensee seeking an adjudication of bankruptcy of the Licensee or the reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief from creditors under any Applicable Laws and remains undismissed or unstayed for an aggregate of ninety (90) days (whether or not consecutive), or if a trustee, receiver or liquidator of the Licensee or of all or of any substantial part of its property, is appointed and such appointment remains unvacated or unstayed for an aggregate of ninety (90) days (whether or not consecutive).

If any Event of Default occurs, then and in every case and so often as same shall happen, OPG shall have the right, at its option, and in addition to any other rights or remedies which OPG is entitled to hereunder or at law or in equity:

- (e) to remedy any default of the Licensee, provided that the Licensee shall pay to OPG promptly upon demand all reasonable costs incurred by OPG in remedying or attempting to remedy any such default; or
- (f) to re-enter onto the Licensed Lands or to terminate this Licence with or without re-entry, by giving the Licensee not less than ten (10) days' notice of cancellation and termination, and upon the expiration of the time fixed in such notice, all rights of the Licensee with respect to the Lands or any part thereof and this Licence shall be absolutely forfeited and shall lapse in the same manner and with the same force and effect as if the expiration of the time fixed in such notice of cancellation and termination were the end of the term including all permitted extensions.

14. FORCE MAJEURE

If either Party shall be prevented or delayed from punctually performing any obligation or satisfying any condition under this Licence by any strike, labour dispute, Act of God, fire or other casualty or by any other event beyond the control of such party, other than financial inability, then the time to perform such obligation or satisfy such condition shall be postponed by the period of time consumed by the delay, provided that nothing herein contained shall be construed so as to postpone or delay the payment of the Licence Fee or other sums owing hereunder.

15. NOTICE

- (a) Except as otherwise provided in this Licence, every notice required or permitted under this Licence must be in writing and may be delivered in person, by courier or by electronic mail to the applicable Party as follows:

To OPG at: Ontario Power Generation Inc.
Real Estate Services
700 University Avenue, HLCD16
Toronto, ON M5G 1X6

FAX: 416-592-8115
Attention: Senior Manager, Real Estate Services

To the Licensee at: Township of South Stormont
P.O. Box 340, 4949 County Road 14

Ingleside, ON, K0C 1M0

Telephone:

Email:

FAX: 613-737-8113

Attention:

or to any other address, or individual that a Party designates by notice. Any notice under this Licence, (i) if delivered personally or by courier will be deemed to have been given when actually received, or (ii) if delivered by electronic mail before 3:00 p.m. on a Business Day, will be deemed to have been delivered on that same Business Day.

- (b) Unless otherwise specified, notice of any accident, incident, spill, damage, injury, or emergency shall be given at the same time as notice is required by law to be given under any legal authority or forthwith if there is no specific notice requirement set by law. All such notice shall be properly given if done in person, by email and/or by phone.

16. NO ASSIGNMENT

The Licensee shall not be entitled to assign, transfer or sublicense its rights and obligations under this Licence or the benefit of this Licence without the prior written consent of OPG, which consent may be withheld in its sole and unfettered discretion.

17. TITLE

The Licensee hereby agrees to keep title to the Lands, including every part thereof, free and clear of any lien, encumbrance or security interest or notice thereof. The Licensee shall not enter into any agreements for the Licensed Lands which would run with the Licensed Lands and become an obligation of OPG upon termination or expiry of this Licence without OPG's prior written consent, which consent may be withheld in OPG's sole discretion.

18. NO RELEASE OF LIABILITY

No termination of this Licence or permitted assignment of this Licence shall relieve the Licensee of its liability and obligations hereunder and such liability and obligations shall survive any such termination or assignment.

19. SUCCESSORS AND ASSIGNS

This Licence shall enure to the benefit of and binds the Parties and their respective successors and permitted assigns.

20. GENERAL

- (a) In this Licence, words importing the singular number only will include the plural and vice versa; words importing the masculine gender will include the feminine and neuter genders and vice versa; the terms "this Licence", "hereof", "hereunder" and similar expressions refer to this Licence and not to any particular section or other portion hereof and include any agreement supplemental hereto; "including" or "includes" will be without limitation; "Section", "subsection" or "Article" followed by a number or a letter refers to the correspondingly numbered or lettered section or article hereof; "person" will be interpreted broadly and includes an individual, partnership, association, trust, body corporate or other entity.
- (b) This Licence constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements, negotiations, discussions, representations, warranties and understandings, whether written or verbal.
- (c) Nothing contained herein shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent, landlord and tenant, or of partnership or of joint venture between the Parties, it being understood and agreed that none of the provisions contained herein, nor any of the acts of the Parties shall create any relationship between the Parties other than that of licensor and licensee as described in the Licence.
- (d) The Parties intend that this Licence will not benefit or create any right or cause of action in favour of any person or entity, other than the Parties.
- (e) Except as otherwise expressly provided in this Licence, each Party will be responsible for its own costs and expenses incurred in connection with the negotiation, execution and performance of this Licence.
- (f) This Licence may only be amended, supplemented or otherwise modified by written agreement executed by the Parties.
- (g) The Licensee shall not have the right to register this Licence or notice hereof against title to the Lands or any part thereof.

- (h) No waiver of any of the provisions of this Licence will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Licence will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right it may have.
- (i) If any provision of this Licence is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Licence and the remaining provisions will remain in full force and effect. The Parties shall engage in good faith negotiations to replace such provision with a valid, enforceable, and applicable provision, the effect of which substantially reflects that of the illegal, invalid or unenforceable provision it replaces.
- (j) This Licence, and all activities undertaken in connection with this Licence by any Party (or anyone for whom it is at law responsible) shall fully comply with and will be governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- (k) This Licence may be signed and delivered in any number of counterparts (including counterparts by electronic mail), each of which when signed and delivered is an original but all of which taken together constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Licence as of the date first above written.

ONTARIO POWER GENERATION INC.

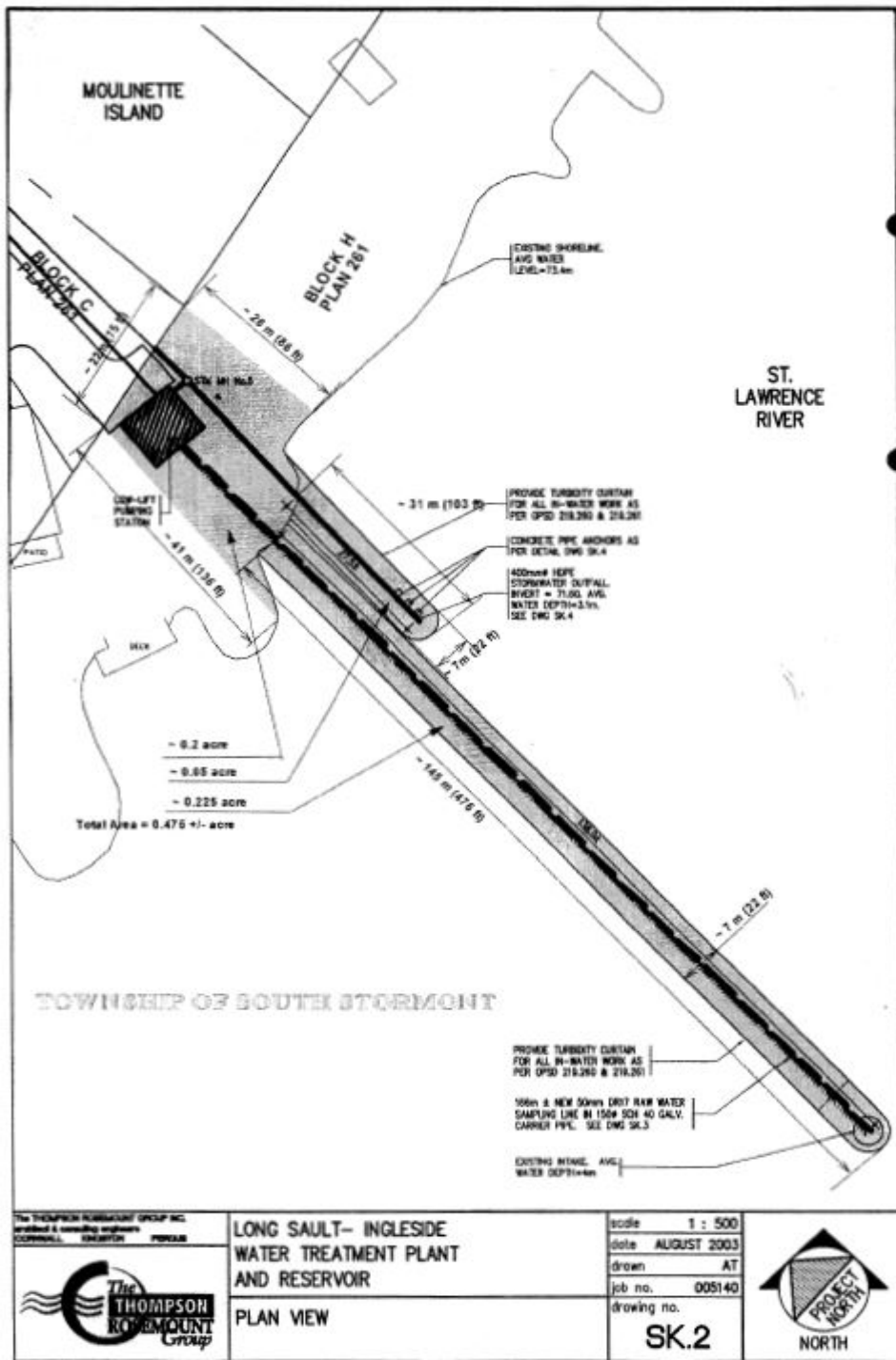
By: _____
Name: Vicky Bennett
Title: Real Estate Associate
[I/We] have the authority to bind the Corporation

TOWNSHIP OF SOUTH STORMONT

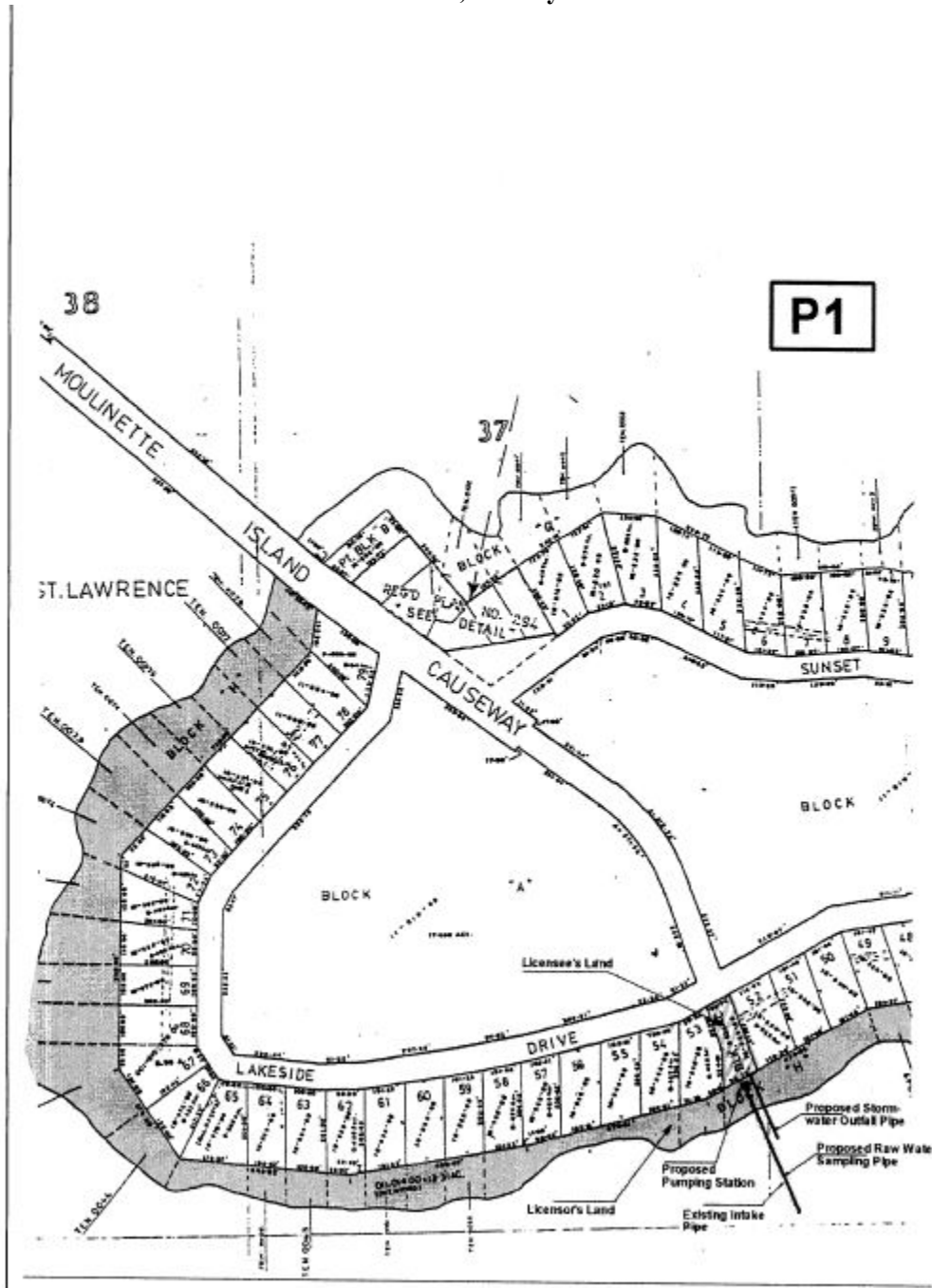
By: _____
Name:
Title:

By: _____
Name:
Title:
[I/We] have the authority to bind the Corporation

SCHEDULE "A"
SKETCH OF LICENSED LANDS – Shown Shaded in Grey



SCHEDULE "B"
DESCRIPTION AND SKETCH OF LANDS
PIN # 60223-0150 Block H, Plan 261, Township of South Stormont, former Township of Cornwall, County of Stormont





To: Council
From: Peter Young, Director of Planning/EDO
Date of Meeting: November 13, 2019
Subject: By-law No. 2019-100 to Assume Abigail Crescent and Accept the Works in Subdivision 52M-15 (Westview Acres)

Recommendation:

That By-law No. 2019-100, being a by-law to assume Abigail Crescent and accept the works associated with Plan of Subdivision 52M-15, be read and passed in open Council, signed and sealed this 13th day of November, 2019

Background:

Staff have received a request to accept the works and release security deposits for subdivision 52M-15 on Abigail Crescent in Long Sault completed by 2184327 Ontario Corp, known as the "Westview Acres" subdivision. The associated subdivision agreement (By-law 2009-085) requires Council to accept the associated works by a resolution of Council.

Staff recommend this be passed through a by-law in order to potentially register the by-law relating to any securities. Section 31(4) of the *Municipal Act* also states that a Municipality may by by-law assume a street shown on a registered plan of subdivision. The subdivision works have been completed and inspected and it is recommended that the Township accept the works, assume the roadway, and release the outstanding Lots 47 and 49 held as security.



Options:

1. That By-law No. 2019-100, being a by-law to accept the works associated with Plan of Subdivision 52M-15, be read and passed in open Council, signed and sealed this 13th day of November 2019
2. That Council not accept the works associated with the subdivision
3. Other

Financial Impact:

Deposits or lots used as security for subdivision agreements are held by the municipality until the conditions of the agreement are met, or the owner applies for a reduction in security.

Others Consulted:

Director of Public Works, Chief Building Official, Director of Finance.

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW NO. 2019-100

BEING a by-law to assume Abigail Crescent, authorize the release of security, and accept the works for Plan of Subdivision 52M-46.

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

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

AND WHEREAS the *Municipal Act, 2001*, c. 25, s. 31 (4) provides that a municipality may by by-law assume a street shown on a registered plan of subdivision.

AND WHEREAS the Corporation of the Township of South Stormont has entered into a Subdivision Agreement with 2184327 Ontario Corp. to develop Part 10, Registered Plan 271 further described as Lots 1 through 49 inclusive, Registered Plan 52M-15, geographic Township of Osnabruck, in the Township of South Stormont;

AND WHEREAS the works required for the development have been completed to the satisfaction of the Township in compliance with the requirements of the subdivision agreement.

AND WHEREAS Abigail Crescent shown on Plan 52M-15 was renamed Abigail Crescent through By-law 2012-016, registered through Instrument No ST46174.

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

1. The Township hereby releases any and all security interest in the lands described as Lots 1 through 49 and Blocks though 53, Registered Plan 52M-15, geographic Township of Osnabruck, Township of South Stormont, County of Stormont.
2. That the Township accepts all of the works required and completed pursuant to the Subdividers Agreement registered as Instrument No ST25344.
3. That the Township assumes Abigail Crescent, being all of PIN 60226-0313 (LT), for public use; the said lands being laid out as "Abigail

Crescent" on a Plan of Subdivision registered as 52M-15 on January 12, 2010.

4. The Mayor and Director of Finance are hereby authorized to sign any and all documentation to give effect to the release of security
5. The Mayor and Clerk are hereby authorized to sign any and all documentation to give effect to the assumption of Abigail Crescent and the registration of this by-law
6. That any other by-laws inconsistent with this by-law are hereby repealed.

READ AND PASSED in open Council, signed and sealed this 13th day of November, 2019.

Mayor

Clerk



To: Council
From: Ross Gellately
Date of Meeting: February 13, 2019
Subject: By-law No. 2019-101 Regulate Traffic in Long Sault

Recommendation:

That By-law No. 2019-101 being a by-law to regulate traffic and authorize STOP signs in Long Sault, be read and passed in open Council, signed and sealed this 13th day of November, 2019.

Executive Summary:

As a result of staff’s review, traffic control is warranted at the following intersections:

- Stop sign on Jim Brownell Boulevard north bound at the intersection of Barry Street East.
- 2-way stop at the intersection of Long Sault Drive and Plaza Street
- 2-way stop at Long Sault Drive and at the exit from the Sunset Cove Retirement Residence



Background:

Ontario Traffic Manual (OTM) Book 5 – Regulatory Signs indicates the purpose of a Stop sign is to “clearly assign right-of-way between vehicles approaching an intersection from different directions when traffic signals are not warranted or not yet installed, and it has been determined that a Yield sign is inadequate.

OTM Book 5 – Regulatory signs also requires that “On roadways under the jurisdiction of a municipality, a municipal by-law is required before a Stop sign becomes enforceable.”

Options:

1. That Council approves the installation of Stop signs at the intersections of Jim Brownell Boulevard and Barry Street East, Long Sault Drive and Plaza Street and Long Sault Drive and Sunset Cove Retirement Residence.
 2. Other option as determined by Council.
-

Others Consulted:

Director of Planning/EDO
Public Works Supervisor

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW NO. 2019-101 - **AMENDED**

BEING a by-law to regulate traffic in the Township.

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

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

AND WHEREAS the *Municipal Act, 2001*, c. 25 s. 11 authorizes a municipality to pass by-laws respecting matters within the sphere of highways;

AND WHEREAS the *Highway Traffic Act*, R.S.O. 1990, c. H.8, s. 137 indicates the council of a municipality may by by-law provide for the erection of stop signs at intersections on highways under its jurisdiction;

AND WHEREAS Council of the Corporation of the Township of South Stormont deems it expedient, for safety reasons, to regulate traffic.

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

1. That a STOP sign be erected on Jim Brownell Boulevard where it intersects northbound with Barry Street East.
2. That a STOP sign be erected on Long Sault Drive where it intersects northbound with the exit from the Sunset Cove Retirement Residence.
3. That a STOP sign be erected at the exit from the Sunset Cove Retirement Residence where it intersects with Long Sault Drive.
4. That a STOP sign be erected on Long Sault Drive where it intersects eastbound with Plaza Street.
5. That a STOP sign be erected on Plaza Street where is intersects with Long Sault Drive.
6. That any by-law inconsistent with this by-law is hereby repealed.

READ AND PASSED in open Council, signed and sealed this 13th day of November, 2019.

Mayor

Clerk

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

BY-LAW NO. 2019-102

BEING a by-law of the Township of South Stormont to adopt, confirm and ratify matters dealt with by resolution.

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

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

AND WHEREAS in many cases action that is taken or authorized to be taken by the Township of South Stormont does not lend itself to the passage of an individual by-law.

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

1. That the minutes of the meetings of the Township of South Stormont, held on October 23 and 30, 2019, are hereby adopted.
2. That the actions of the Council of the Township of South Stormont at the meeting of November 13, 2019 in respect of each motion and resolution passed and other action taken by the Council of the Township of South Stormont are, except where the prior approval of the Local Planning Appeal Tribunal or other authority is required by law, hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this by-law.
3. That where no individual by-law has been or is passed with respect to the taking of any action authorized in or by the above-mentioned minutes or with respect to the exercise of any powers by the Township of South Stormont in the above minutes, then this by-law shall be deemed for all purposes to be the by-law required for approving and authorizing and taking of any action authorized therein and thereby or required for the exercise of any powers therein by the Township of South Stormont.
4. The Mayor and the appropriate officers of the Township of South Stormont are hereby authorized and directed to do all things necessary to give effect to the actions of the Council of the Township of South Stormont referred to in the proceeding section.

5. The Mayor, or in the absence of the Mayor, the Deputy Mayor and the Clerk, or in the absence of the Clerk, the Deputy Clerk, are authorized and directed to execute all documents necessary in that behalf and to affix thereto the corporate seal of the Township of South Stormont.

READ AND PASSED in open Council, signed and sealed this 13th day of November, 2019.

Mayor

Clerk