



Regular Meeting Revised Agenda
Township of North Dundas
(changes are in italics)

August 9, 2022, 7:00 PM
636 St. Lawrence St. Winchester, ON

This meeting is open to the public and will also be streamed on the Township's [YouTube Channel](#); however, the Township cannot guarantee the quality of the YouTube recording.

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Subsection (b) personal matters about an identifiable individual,
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13. Boards and Committees

- a. County Council: Mayor Fraser & Deputy Mayor Armstrong
- b. Canada Day: Mayor Fraser
- c. Display of Lights: Mayor Fraser
- d. Fire Steering: Fire Commissioner Armstrong
- e. Art on the Waterfront: Councillor Thompson
- f. Chesterville & District Historical Society: Councillor Thompson
- g. Chesterville Carnival: Councillor Thompson
- h. Chesterville Green Action Gang: Councillor Thompson
- i. Dairyfest: Councillor Bergeron
- j. Winchester Downtown Revitalization: Councillor Annable

14. Motions and Notices of Motions

15. Petitions

16. Council Comments and Concerns

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19. Adjournment



THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS MINUTES
PUBLIC MEETING PURSUANT TO SECTIONS 22 AND 34 OF THE PLANNING ACT

Date: July 12, 2022, 6:30 PM
Location: 636 St. Lawrence St. Winchester, ON

Council Present: Mayor: Tony Fraser
Deputy Mayor: Allan Armstrong
Councillor: John Thompson
Councillor: Gary Annable

Council Absent: Councillor: Theresa Bergeron

Staff Present: CAO: Angela Rutley
Director of Corporate Services/Clerk: Nancy Johnston
Executive Assistant/Deputy Clerk: Brina Whitley

1. Call Meeting to Order by Resolution

This Public Meeting is being held under Sections 22 and 34 of the Planning Act to consider two proposed zoning amendments and an Official Plan Amendment to the County Official Plan:

- Amendment 12 to the United Counties of Stormont, Dundas and Glengarry Official Plan as well as a Zoning amendment to the former Township of Mountain Zoning Bylaw; and,
- An amendment to the Village of Winchester Zoning Bylaw.

The Chairman asked the Clerk to take minutes and asked everyone in attendance to sign the attendance sheet.

Resolution No. 2022-01

Moved By: Deputy Mayor Armstrong

Seconded By: Councillor Annable

THAT the Public Meeting of the Council of the Township of North Dundas held July 12, 2022 be called to order at 6:33 PM.

Carried

2. Presentation - Director of Planning, Building and Enforcement

Director Pol confirmed that Notices for the Public Meeting were mailed June 22, 2022 to all property owners within 120 metres, and to the prescribed agencies and public bodies. Signs were also posted on the subject properties on June 22, 2022 in accordance with the *Planning Act*.

Director Pol announced that if a person or public body does not make oral submissions at this public meeting or make written submissions to North Dundas Township before the bylaw is passed, the person or public body may not be

entitled to appeal the decision. The rules for appealing the Township's zoning amendments and/or the Official Plan Amendment were presented.

The first proposed amendment is to the Village of Winchester Zoning Bylaw 25-96 to re-zone a property from "Commercial General (C1)" to dual zone "Commercial General (C1)/Residential Type Two (R2)". The existing use is a bed and breakfast and the proposed use is a single family detached home. The property is located within the Residential District under the Official Plan. Director Pol stated this re-zoning meets the Official Plan Policy and 2020 Provincial Policy Statement.

No comments were received from Ministries, public bodies or the public.

3. Open Discussion

There were no comments from the applicants or members of the public in attendance. There was one comment from Council - there are no issues with this request.

4. Presentation - Director of Planning, Building and Enforcement

The purpose of this request is to amend the Official Plan designation from "Agricultural Resource Lands" to "Special Land Use" and to re-zone a property from "Rural (RU)" to "Rural Exception 29 (RU-29)". The existing use is residential, the proposed use is residential/automotive, commercial and agricultural equipment repair.

Under the Official Plan this property is designated Agricultural Resource Lands designation therefore a proposal to amend the Official Plan Amendment #12 to read Special Land Use is required before this property can be re-zoned from Rural Exception 28 (RU-28) to Rural Exception 29 (RU-29).

Director Pol stated the amendment is in conformity with the 2020 Provincial Policy Statement.

No comments were received from Ministries, public bodies or the public.

5. Open Discussion

There were no questions or comments from the applicants or members of the public in attendance. There were no comments from Council.

6. Concluding Remarks - Chairperson Fraser

The chairman noted that with no further comments, the Public meeting is concluded.

7. Adjournment

Resolution No. 2022-02

Moved By: Councillor Annable

Seconded By: Deputy Mayor Armstrong

THAT the Public Meeting adjourn to the call of the Chair at 6:49 PM.

Carried

MAYOR

CLERK



THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

REGULAR MEETING MINUTES

Date: July 12, 2022, 7:00 PM

Location: 636 St. Lawrence St. Winchester, ON

Council Present: Mayor: Tony Fraser
Deputy Mayor: Allan Armstrong
Councillor: John Thompson
Councillor: Gary Annable

Council Absent: Councillor: Theresa Bergeron

Staff Present: Treasurer: John Gareau
Director of Recreation and Culture: Meaghan Meerburg
Director of Waste Management: Doug Froats
Director of Planning, Building and Enforcement: Calvin Pol
CAO: Angela Rutley
Director of Corporate Services/Clerk: Nancy Johnston
Executive Assistant/Deputy Clerk: Brina Whitley
Facilities Manager: Tom Dekker
Patrol Supervisor/Drainage Superintendent: Jamie Cheney

1. Call Meeting to Order by Resolution

Resolution No. 2022-267

Moved By: Deputy Mayor Armstrong

Seconded By: Councillor Annable

THAT the meeting of the Council of the Corporation of the Township of North Dundas held on July 12, 2022 be hereby called to order at 6:54 PM.

Carried

2. Adoption of Agenda

Resolution No. 2022-268

Moved By: Councillor Annable

Seconded By: Deputy Mayor Armstrong

THAT the Agenda be approved as amended: Move item 16 (a) to just before Item 5 - Delegations AND Move Item 17 (a) to just before Item 6 - Closed Session AND Move Item 8 (e) (3) to just after Item 5 (a) - Delegation of Patrice Lanthier.

Carried

3. Disclosure of Pecuniary Interest and Nature Thereof - NIL

4. Adoption of Minutes

a. Public Meeting Minutes - May 31, 2022

Resolution No. 2022-269

Moved By: Deputy Mayor Armstrong

Seconded By: Councillor Thompson

THAT the minutes of the Public Meeting of the Council of the Township of North Dundas held May 31, 2022, be adopted as presented.

Carried

- b. Regular Meeting Minutes - June 21, 2022

Resolution No. 2022-270

Moved By: Councillor Annable

Seconded By: Deputy Mayor Armstrong

THAT the minutes of the Regular Meeting of the Council of the Township of North Dundas held June 21, 2022, be adopted as presented.

Carried

- c. Special Meeting Minutes - July 7, 2022

Resolution No. 2022-271

Moved By: Deputy Mayor Armstrong

Seconded By: Councillor Thompson

THAT the minutes of the Special Meeting of the Council of the Township of North Dundas held on July 7, 2022 be approved as presented.

Carried

5. Retirement - Thomas Laplante

Mr. Laplante was thanked for his years of service from 1988 - 2022 and was presented with a watch.

6. Delegations

- a. Patrice Lanthier - Water Allocation

Mr. Lanthier asked that water and sewer allocations be transferred from 3 properties he owns to 3 other properties he owns to permit the construction of three semi-detached units. This request does not change the total subdivision capacity provided the three original lots assigned allocations are not developed. A holding can be put on the original three lots to prevent this from happening.

1. Elizabeth Drive and Erin Avenue lots - water allocation

Resolution No. 2022-272

Moved By: Councillor Annable

Seconded By: Deputy Mayor Armstrong

THAT Council re-allocate the water allocations at 146, 150 and 154 Elizabeth Drive to 72 Erin Avenue, 138 Elizabeth Drive and 142 Elizabeth Drive.

Carried

b. Peter Gregor - Wellings of Winchester

Wellings (Nautical Lands Group) advised Council that they moved this project from Kemptville to Winchester due to the economics that were worked out through the approvals process arranged in phase one. All of the infrastructure upgrades were known to Wellings when they entered phase one of the project and they were confident with the project costing moving forward in multiple planned phases. The recalculated development charges and surcharges proposed for phases 2 and 3 are 2.5 times the phase one charges and are jeopardizing Wellings ability to offer affordable housing to seniors. Other municipalities have provided Nautical Lands Group (Wellings) and other developers full waivers for development charges and other costs to attract seniors developments to their municipality. Unless the Township can come up with a fee/unit for Wellings that is acceptable to both parties and confirmation that this fee structure will remain in place for the next phases, Wellings will wrap up their current phases and leave the remaining lands vacant.

1. Analysis of Building and Other Fees - continued

Various fees were reviewed. Development in North Dundas should be a partnership with developers and tax payers sharing the burden as tax payers benefit from ancillary services that come to North Dundas as a result of increased housing developments. Discussion ensued re:

- reducing the water and sewer capital charge for senior-oriented housing by 25% to help promote development for this target market
- reducing building permit fees for identical units for all building categories
- capping the capital charge for connecting to the water and sewer on County Road #3. There was no objection to the suggested 20 units.

Based on the above, staff will amend existing bylaws and present them to Council at the next meeting.

Resolution No. 2022-273

Moved By: Councillor Thompson

Seconded By: Councillor Annable

THAT Council authorize staff to revise the general water and sewer capital charge bylaw to reduce the charge for senior-oriented dwellings by 25 percent and bring the bylaw back to Council.

Carried

7. Closed Session

Resolution No. 2022-274

Moved By: Deputy Mayor Armstrong

Seconded By: Councillor Annable

THAT Council proceed In Camera at 8:39 PM pursuant to Section 239 (2) of the *Municipal Act, 2001* under Subsection (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board; and

Subsection (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.

Carried

a. Agenda

1. Declaration of Pecuniary Interest

2. In Camera Minutes May 31, 2022

3. In Camera Minutes June 14, 2022

4. In Camera Discussion

8. Open Session

Resolution No. 2022-275

Moved By: Councillor Thompson

Seconded By: Deputy Mayor Armstrong

THAT Council return to Open Session at 9:00 PM.

Carried

Resolution No. 2022-276

Moved By: Deputy Mayor Armstrong

Seconded By: Councillor Annable

THAT Council instruct Staff to follow through on matters discussed in Closed Session.

Carried

Resolution No. 2022-277

Moved By: Deputy Mayor Armstrong

Seconded By: Councillor Thompson

THAT Council move item #8 (g) to ahead of Item 9 - Action requests.

Carried

9. Recreation and Culture

a. Hallville Park Proposed Concept Plans and Budgets

The two concepts plans for Hallville were discussed. Council was pleased with both plans, and liked the idea of adding a splash pad. The splash pad will be 2500 sq. ft. in total. An open house will be planned and feedback will be brought back to Council for a final decision. Monday July 25th was a proposed date for an open house.

Resolution No. 2022-278

Moved By: Councillor Annable

Seconded By: Councillor Thompson

THAT Council accepts the concept plans as presented and directs staff to schedule an Open House. Staff are to subsequently provide a report to Council regarding community feedback about the preferred concept plan and optional amenities.

Carried

10. Action Requests

a. Finance

1. Appointment of Interim Deputy Treasurer

Resolution No. 2022-279

Moved By: Councillor Thompson

Seconded By: Deputy Mayor Armstrong

THAT Michelle Dorie be appointed to the position of Acting Deputy Treasurer, effective July 18, 2022, until the full-time position of Deputy Treasurer has been filled or until further notice and that her salary scale be increased to the Deputy Treasurer position grade during this time.

Carried

2. Updated Job Description – Deputy Treasurer

Resolution No. 2022-280

Moved By: Deputy Mayor Armstrong

Seconded By: Councillor Annable

THAT Council approves the updated job description for the position of Deputy Treasurer and instructs staff to fill the position.

Carried

b. Recreation & Culture

1. Recreation Surplus Equipment

Resolution No. 2022-281

Moved By: Councillor Thompson

Seconded By: Deputy Mayor Armstrong

THAT Council declare the following pieces of equipment to be surplus to the needs of the municipality;

- **1971 John Deere Tractor**
- **Morewood Community Hall floor scrubber (year is estimated to be early 1990's)**
- **2007 Joel Steele Community Centre floor scrubber**

AND THAT Council authorize the Director of Recreation & Culture to sell the surplus items.

Carried

2. Garden Party Market - Christmas

Resolution No. 2022-282

Moved By: Deputy Mayor Armstrong

Seconded By: Councillor Annable

THAT Council receive the Special Event Request Form from Kelly Windle, organizer of the Garden Party Market - Christmas and approve the in-kind municipal support requested in the application form.

Carried

c. Clerk

1. 2022 Chesterville Fair – Event of Municipal Significance

Resolution No. 2022-283

Moved By: Councillor Annable

Seconded By: Deputy Mayor Armstrong

THAT Council declare the 2022 Chesterville Fair, held August 26 – 28, 2022, hosted by the Chesterville & District Agricultural Society an “Event of Municipal Significance”.

Carried

2. Meet Me on Main Street – Hallville – Municipal Significance

Resolution No. 2022-284

Moved By: Councillor Annable

Seconded By: Councillor Thompson

THAT Council approve the rescheduling of Meet Me on Main Street in Hallville to August 10, 2022 and declare the amended event an Event of Municipal Significance.

Carried

d. Economic Development

1. Winchester Curling Club RIP Grant

Resolution No. 2022-285

Moved By: Councillor Thompson
Seconded By: Councillor Annable

THAT Council approve the disbursement of funding under the SDG Counties Regional Incentives Program to the Winchester Curling Club for up to \$9,580.50, subject to the terms of the financial agreement.

Carried

e. Public Works

1. Hallville Meet Me on Main Street – Road Closure

Resolution No. 2022-286

Moved By: Councillor Annable
Seconded By: Councillor Thompson

THAT Council close a designated portion of Kerrs Ridge Road from 10515 Kerrs Ridge Road to County Road 1 to vehicular traffic on August 10, 2022 between the hours of 2:00 p.m. and 9:00 p.m., to facilitate the rescheduled Meet Me On Main Street event in Hallville.

Carried

2. Road Closure Amendment – 2022 Winchester Dairyfest

Resolution No. 2022-287

Moved By: Councillor Thompson
Seconded By: Councillor Annable

THAT Council close a designated portion of Centre Street from Main Street to the north end of the Winchester Legion parking lot from 9:00 a.m. to 9:00 p.m. on Saturday, August 6, 2022 to facilitate Dairyfest activities.

Carried

f. Planning, Building & Enforcement

1. Official Plan and Zoning Amendment - Durant

Resolution No. 2022-288

Moved By: Councillor Annable
Seconded By: Councillor Thompson

THAT Council hereby accepts the Zoning Bylaw Amendment application as complete from Chris Wiltshire and Lorelee Carruthers and directs the public meeting to be held on August 9th 2022.

Carried

2. Rural (RU) to Rural Exception 30 (RU-30)

Resolution No. 2022-289

Moved By: Councillor Thompson
Seconded By: Councillor Annable

THAT Council hereby accepts the Zoning Bylaw Amendment application as completed from Ed Dizazzo and directs the public meeting to be held August 9th 2022.

AND THAT Council reduces the tariff of fee associated with the Zoning Bylaw Amendment application from \$2,000.00 to \$1,250.00.

Carried

11. Tenders and Quotations

12. Bylaws

a. Planning, Building & Enforcement

1. Bylaw No. 2022-60

Resolution No. 2022-290

Moved By: Councillor Thompson
Seconded By: Councillor Annable

BE IT RESOLVED THAT Council receives and approves the Planning Report for the Official Plan Amendment #12 and Zoning Bylaw amendment for Livingston and has no objections to and recommends approval to the United Counties of SD&G of the Official Plan Amendment.

FURTHER THAT Council directs the Clerk to prepare the statutory record, in accordance with the requirements of the Planning Act, to be forwarded to the United Counties of Stormont Dundas and Glengarry as the approval authority.

Carried

2. Bylaw No. 2022-46

Resolution No. 2022-291

Moved By: Councillor Annable
Seconded By: Councillor Thompson

THAT Bylaw No. 2022-46 being a Bylaw to amend former Village of Winchester Zoning Bylaw No. 25-96 as amended, be read and passed in Open Council signed and sealed this 12th day of July 2022.

Carried

3. Bylaw No. 2022-62 – Fox Fire Ridge

Resolution No. 2022-292

Moved By: Councillor Thompson
Seconded By: Councillor Annable

WHEREAS Council hereby deems the Fox Fire Ridge Subdivision Phases 1, 2 and 3 as complete, and grants final acceptance and assumes the roads therein, in accordance with the Fox Fire Ridge Subdivision Agreements registered as Instrument Number 57140 dated June 24, 1987 and Instrument Number 69154 dated December 4, 1990;

AND THAT Bylaw No. 2022-62 being a Bylaw to transfer (return) security Lot 13 on Plan 102 (PIN#661550149) from The Corporation of the Township of North Dundas (formerly The Corporation of the Township of Winchester) to Ormond Construction Limited be read and passed in Open Council, signed and sealed this 12th day of July 2022.

Carried

4. Bylaw No.2022-66 - Tarriff of Fees

Resolution No. 2022-293

Moved By: Councillor Annable

Seconded By: Councillor Thompson

THAT Bylaw No. 2022-66 being a Bylaw to prescribe a Tariff of Fees for the processing of applications made in respect to planning matters be read and passed in Open Council, signed and sealed this 12th day of July, 2022.

Carried

- b. Clerk

1. Bylaw No. 2022-61 Delegation of Authority

Resolution No. 2022-294

Moved By: Councillor Thompson

Seconded By: Councillor Annable

THAT Bylaw No. 2022-61, being a Bylaw to delegate Council's authority for restricted acts after Nomination Day to the Chief Administrative Officer, be read and passed in Open Council, signed and sealed this 12th day of July, 2022.

Carried

2. Bylaw No. 2022-63 - Joint Compliance Audit Committee

Resolution No. 2022-295

Moved By: Councillor Annable

Seconded By: Councillor Thompson

THAT Bylaw No. 2022-63 being a Bylaw to appoint members to the Stormont Dundas and Glengarry Compliance Audit Committee for the term of November 15, 2022 to November 14, 2026, and to adopt the Terms of Reference for the Committee, be read and passed in Open Council signed and sealed this 12th day of July, 2022.

13. Key Information

a. Waste Management

1. Regional Waste Strategy

The outline of a process to find efficiencies within waste management was presented. There are different levels of services and expectations of residents and businesses in each region so this is a difficult process to navigate given the municipal differences. Contract and cost efficiencies also need to be addressed.

The CAO and the Warden of the Counties will be visiting municipalities as part of this process.

This project is complicated by the fact that the direction that North Dundas takes with regard to waste collection depends upon whether the Boyne Road landfill expansion is approved.

b. Finance

1. Allocation of 2021 Surplus

Director Gareau presented options for the use of surplus funds to Council and will present a budget amendment reflecting Council's decisions for approval at the next Council meeting.

c. Recreation & Culture

1. Reassignment of Accessory Rooms in the Joel Steele Community Centre

Director Meerburg proposed a reassignment of accessory rooms in the Joel Steele Community Centre. No objections were presented by Council.

d. Sustainable Infrastructure Development Proposal Continued

Council was provided with a list of municipal buildings in order of priority for the Sustainable Infrastructure Development proposal as requested at the previous meeting. An Action Request to proceed with approval to enter into an agreement with the consultant and a budget amendment will be presented at the August 9, 2022 meeting. Council was under the impression if the Township was not successful with their application, there would be no cost. Director Meerburg will confirm.

e. Economic Development

1. CIP Amendments

Discussion was deferred to be held at a future meeting.

14. Consent Agenda

a. Accounts

Resolution No. 2022-296

Moved By: Councillor Thompson

Seconded By: Councillor Annable

THAT Council authorize payment accounts as per the attached council reports dated:

June 1, 2022 to June 15, 2022, Batch 63 to 73, in the amount of \$645,922.26;

AND

June 15, 2022 to June 30, 2022, Batch 78, in the amount of \$1,276,118.13;

AND THAT all other items listed under the Consent Agenda be approved as recommended.

Carried

- b. Monthly Activity Summary
 - 1. MAS – RC – JUNE 2022
 - 2. MAS – WM – JUNE 2022
 - 3. MAS – FIN – JUNE 2022
 - 4. MAS – EDC – JUNE 2022
 - 5. MAS - FIRE - JUNE 2022
 - 6. MAS – CLERK – JUNE 2022
 - 7. MAS – PW – JUNE 2022
 - 8. MAS - CAO - JUNE 2022
 - 9. MAS - PBE - JUNE 2022

Director Pol provided an update on the 2 items that were left off of the final decision order of the Official Plan. The most cost effective method to correct this oversight is for an Official Plan Amendment to be prepared and included in the next housekeeping bylaw prepared by SDG.

15. Boards and Committees

- a. County Council: Mayor Fraser & Deputy Mayor Armstrong
Next meeting is Monday.
- b. Canada Day: Mayor Fraser
Very successful day.
- c. Display of Lights: Mayor Fraser
- d. Fire Steering: Fire Commissioner Armstrong
- e. Art on the Waterfront: Councillor Thompson
- f. Chesterville & District Historical Society: Councillor Thompson
Renovations are underway.

- g. Chesterville Carnival: Councillor Thompson
- h. Chesterville Green Action Gang: Councillor Thompson
- i. Dairyfest: Councillor Bergeron
- j. Winchester Downtown Revitalization: Councillor Annable

Bike Night is this Thursday - hoping for good weather.

16. Motions and Notices of Motions

17. Petitions

18. Council Comments and Concerns

- a. Staff Recognition - Jason Forget, Building Inspector

Jason Forget has successfully challenged the plumbing exam and he can now do plumbing inspections.

19. Miscellaneous/Unfinished Business

20. Ratification Bylaw

Resolution No. 2022-297

Moved By: Councillor Annable

Seconded By: Councillor Thompson

THAT By-law No. 2022-65 to adopt, confirm and ratify matters dealt with by resolution, be read and passed in Open Council, signed and sealed this 12th day of July, 2022.

Carried

21. Adjournment

Resolution No. 2022-298

Moved By: Councillor Thompson

Seconded By: Councillor Annable

THAT Council adjourn at 10:43 PM to the call of the Chair.

Carried

MAYOR

CLERK



THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

SPECIAL MEETING MINUTES

Date: July 19, 2022, 11:30 am
Location: 636 St. Lawrence St. Winchester, ON

Council Present: Mayor: Tony Fraser
Deputy Mayor: Allan Armstrong (virtual)
Councillor: Theresa Bergeron

Council Absent: Councillor: John Thompson
Councillor: Gary Annable

Staff Present: CAO: Angela Rutley
Director of Corporate Services/Clerk: Nancy Johnston
Executive Assistant/Deputy Clerk: Chloe Preston

1. Call Meeting to Order

Resolution No. 2022-299

Moved By: Councillor Bergeron

Seconded By: Deputy Mayor Armstrong

THAT the Special Meeting of the Council of the Corporation of the Township of North Dundas held July 19, 2022 be hereby called to order at 11:36 AM.

Carried

2. Adoption of Agenda

Resolution No. 2022-300

Moved By: Deputy Mayor Armstrong

Seconded By: Councillor Bergeron

THAT Council adopt the Agenda as presented.

Carried

3. Disclosure of Pecuniary Interest and Nature Thereof - NIL

4. By-Laws

a. Bylaw No. 2022-64 – Appoint C. Preston – Marriage Officiant

Resolution No. 2022-301

Moved By: Councillor Bergeron

Seconded By: Deputy Mayor Armstrong

THAT Bylaw No. 2022-64 being a Bylaw to appoint Chloe Preston as a Marriage Officiant, be read and passed in Open Council, signed and sealed this 19th day of July, 2022.

Carried

5. **Ratification By-Law**

Resolution No. 2022-302

Moved By: Councillor Bergeron

Seconded By: Deputy Mayor Armstrong

THAT By-law No. 2022-67 to adopt, confirm and ratify matters dealt with by resolution, be read and passed in Open Council, signed and sealed this 19th day of July, 2022.

Carried

6. **Adjournment**

Resolution No. 2022-303

Moved By: Deputy Mayor Armstrong

Seconded By: Councillor Bergeron

THAT Council adjourn at 11:40 AM to the call of the Chair.

Carried

Mayor

Clerk



Google Street View

Council Update

August, 2022

Township of North Dundas Infrastructure Projects

- Watermain Looping
- Main St Pumping Station & Forcemain Upgrades
- Chesterville Treatment & Reservoir
- Wastewater Lagoon System Upgrades
- Water Supply Schedule 'B' EA

Winchester Watermain Looping

Design of a new watermain looping servicing the west side of Winchester. The existing residents and business on the west side of Winchester are currently serviced by a single 200 mm diameter watermain along Main St. This sole link poses a long-term risk to continuous supply of potable water in the event of maintenance or unexpected pipe break.

Project Status

Potential Watermain Alignments were developed and property negotiations are currently underway by the Township

Design activities have been put on hold until property negotiations are complete.



Winchester Main St Pumping Station & Forcemain

Project Description: Upgrades Main St Pumping Station & Forcemain to provide a wastewater outlet for the future develop forecast on the west side of the community.

Project Status

Completed the Class 'B' EA for the Pumping Station Upgrades (May 2022)

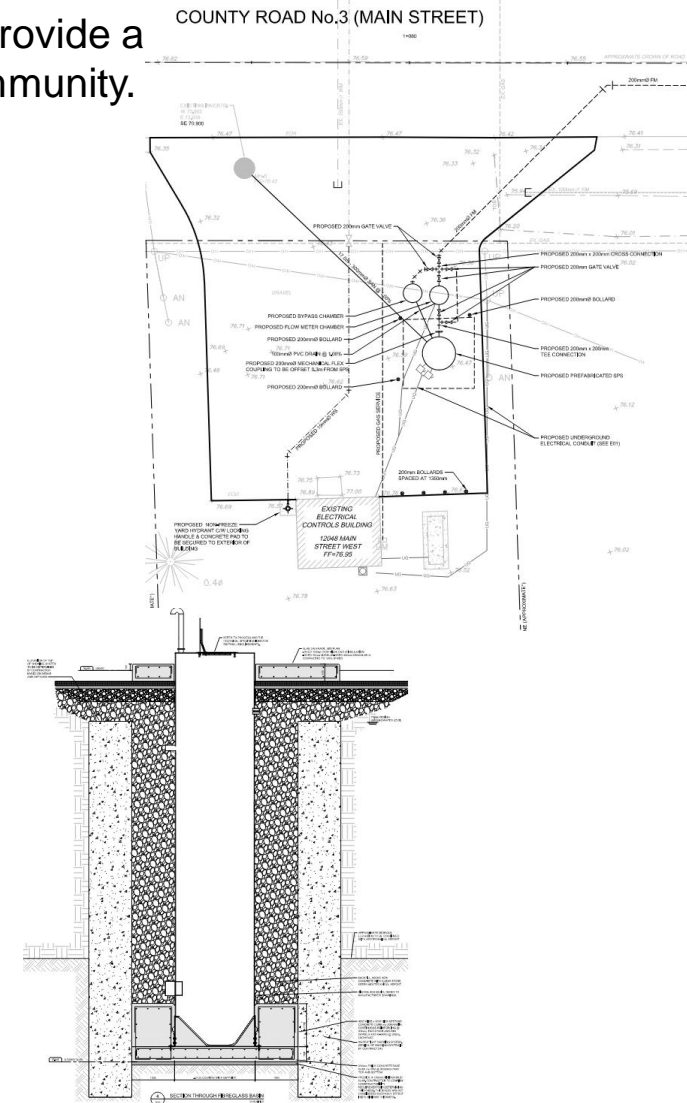
Currently completing the design for the upgrades of the new Pumping Station and Forcemain (PS to Louise St) servicing the west side of Winchester.

Schedule Update

Tender Ready Design Package	Sept 2022
Permits & Approvals	May – Dec 2022
Tender	Fall 2022
Construction	Fall 2022 – Summer 2023

Budget Update

Capital Costs	\$4.7M
Contingency (Design & Price Uncertainty)	\$0.75M
Total Estimated Capital Costs	\$5.45M



Chesterville Treatment and Reservoir Upgrades

Project Description: Upgrades to the Chesterville Water System to provide Treatment for water quality issues and additional water storage to meet future requirements.

Project Status

Completed the Treatment Technology Selection and Reservoir sizing (May 2022)

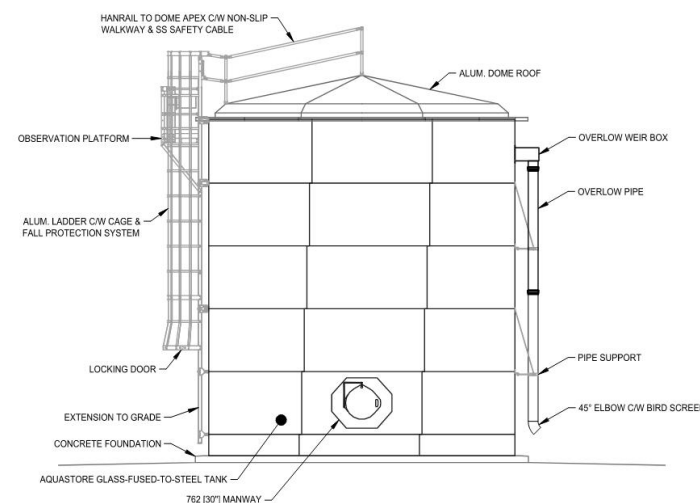
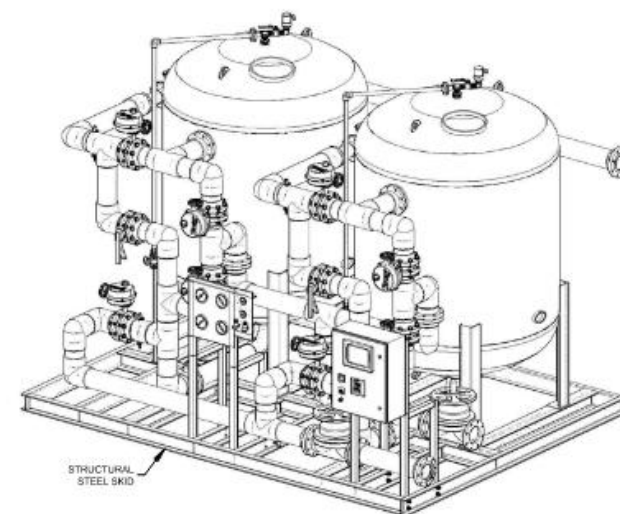
Currently completing the design for the upgrades of the Chesterville Treatment System and Reservoir.

Schedule Update

Tender Ready Design Package	December 2022
Permits & Approvals	Oct 2022 – March 2023
Tender	Winter 2023
Construction	Winter 2023 – Summer 2023

Budget Update

Capital Costs	\$2.0M
Contingency (Design & Price Uncertainty)	\$0.5M
Total Estimate Capital Costs	\$2.5M



Winchester Lagoon System Upgrades

Project Description: Design of a specialized treatment on-site and operational upgrades within the lagoon's existing rated capacity to accommodate near term growth.

Project Status

Completed the Treatment Technology Selection (April 2022)

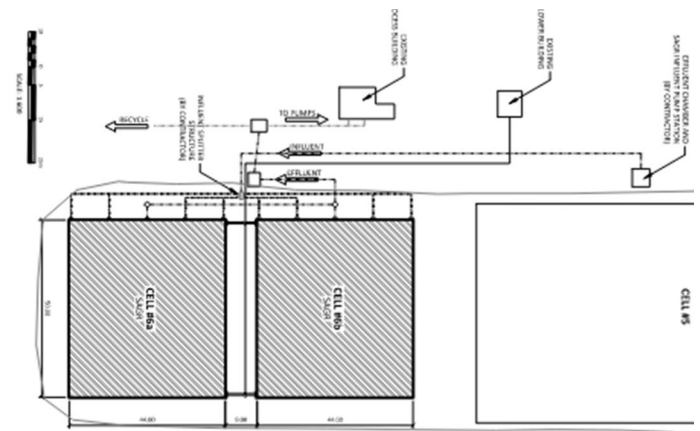
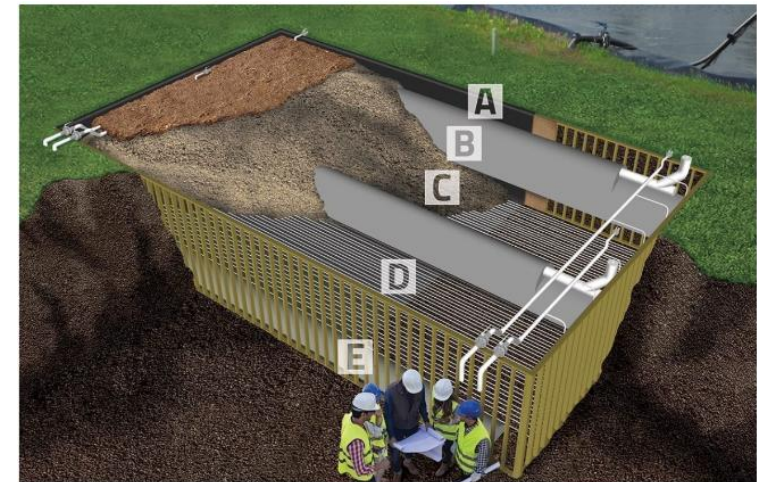
Currently completing the design for the upgrades of the Winchester Lagoon System.

Schedule Update

Tender Ready Design Package	January 2023
Permits & Approvals	Oct 2022 – March 2023
Tender	Winter 2023
Construction	Winter 2023 – Spring 2024

Budget Update

Capital Costs	\$9.75M
Contingency (Design & Price Uncertainty)	\$1.50M
Total Estimate Capital Costs	\$11.25M



Water Supply Schedule 'B' EA

Project Description: Completion of a MEA Class EA Schedule 'B' to address the Townships need of a solution that will address water supply constraints and improve the redundancy and reliability in delivering treated water to the community over the next 20 years.

Project Status

Phase 1 of EA has been completed

Currently completing the Wellhead Protection Area assessment (modelling, threats, vulnerability score etc.) of Lafleur Rd well site.

Following modelling, consultation with Conservation Authority and Ministry will be completed

Schedule Update

WHPA Modelling	August 31, 2022
Agencies Consultation	Sept – Oct 2022
Phase 2 of EA	November 2022
Public Information Center	November 2022
30-day EA Review Period	December 2022 – January 2023

Budget Update (Phase 1)

Capital Costs (Option 4a – New well at Lafleur Rd Property)	\$3.6M
Capital Costs (Option 4a – Additional ground water well)	\$3.9M
Contingency (Design & Price Uncertainty)	\$2.5M
Total Estimate Capital Costs	\$10.0M





Google Street View

QUESTIONS?



ACTION REQUEST

Chief Administrative Officer

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Interim Duties – Patrol Supervisor and Drainage Superintendent

RECOMMENDATION:

THAT in recognition of additional tasks and responsibilities that are being assumed during the vacancy in the position of Director of Public Works, Council approves and increase in compensation for Patrol Supervisor/Drainage Superintendent Jamie Cheney from Grade 8 to Grade 10 for the period of July 21, 2022 until the position of the Director of Public Works is filled, or until further notice.

BACKGROUND:

Currently, the position of Director of Public Works is vacant. In the interim, Patrol Supervisor/Drainage Superintendent Jamie Cheney has taken on responsibility for roads and drainage related tasks during this busy construction season. The CAO has taken on the drinking water and sanitary sewer responsibilities, with the assistance of the Ontario Clean Water Agency (OCWA).

Salary/Wage Administration Policy #58-2013 states that:

Employees temporarily appointed by the CAO to a position higher than that of their present job for a period exceeding three weeks, except to accommodate vacation leave, may receive an increase in salary as recommended by the CAO and approved by Council.

With the sharing of duties, instead of appointing one person in the role of Acting Director of Public Works, it is recommended that the Patrol Supervisor/Drainage Superintendent's compensation be increased to Grade 10, until the position of Director of Public Works is filled.

OPTIONS AND DISCUSSION:

- 1. Approve the recommendation** - recommended.
- 2. Do not approve the recommendation** - not recommended.

FINANCIAL ANALYSIS:

The increase in grade will result in an annual increase of approximately \$9,000 pro-rated for the period of time that is applicable. Depending on when the Director position is filled and at what level, there may be sufficient funding in the approved salary budget to cover this expense. If not, it will be a budget exceedance.

OTHERS CONSULTED:

Patrol Supervisor/Drainage Superintendent



ACTION REQUEST

Chief Administrative Officer

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Carryover of Available Time Off

RECOMMENDATION:

THAT due to continued COVID-19 isolation requirements and the desire to provide employees with additional flexibility to care for themselves or family members, Council approves the option to carryover up to one week of unused personal time or sick time and up to a total of two weeks of vacation or banked time, from 2022 to 2023.

BACKGROUND:

Currently unused sick, personal and banked time cannot be carried over from year to year. Banked time and half of unused sick time is paid to employees at the beginning of the year, for the prior year. Unused vacation may only be carried forward in extreme circumstances approved by the Department Head and the CAO.

For the last two years, Council has approved similar resolutions that allowed employees to carryover up to a week of unused sick or personal time and up to two weeks of vacation or banked time from 2020 to 2021 and from 2021 to 2022. This flexibility was appreciated by employees during these times of uncertainty and constant change.

Last year at this time, we were preparing for the arrival of the fourth wave of COVID-19. A year later, we are in the seventh wave. The impact of COVID-19 has been reduced from the original isolation requirements and we hope that the impact will continue to be reduced going forward, however COVID-19 could result in employees needing more than normal time off due to sickness, quarantine or caring for a sick family member. Permitting employees to carry over some unused time will allow them flexibility that may assist them should they need additional time off in 2023 due to COVID-19.

OPTIONS AND DISCUSSION:

- 1. Approve the recommendation** - recommended. This provides employees with additional flexibility to prepare for potential COVID impacts.
- 2. Do not approve the recommendation** - not recommended.

FINANCIAL ANALYSIS:

The financial impact of this is minimal. At year end, any unused time is accrued, thus not impacting the following year's budget. Half of unused sick time is paid out, so there may be some small savings in the current year for any sick time that is carried forward instead of

being paid out.

Requesting to use vacation and banked time is subject to supervisor approval and scheduling.

OTHERS CONSULTED:

Department Heads



ACTION REQUEST

Chief Administrative Officer

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Waste Water Disposal Request from IPM

RECOMMENDATION:

THAT Council grant permission to the 2022 International Plowing Match (IPM) in North Grenville to dispose of Waste Water from the 2022 IPM at the Winchester Lagoon at the rate of \$8.52 per cubic meter.

BACKGROUND:

The 2022 International Plowing Match Committee has made a request to dispose of their waste water from the 2022 event scheduled to occur September 20 – 24, 2022 in North Grenville. The committee had made requests to the Municipality of North Grenville but they were unable to accommodate the request. The committee has further requested the fees be waived and in return, the Township of North Dundas would be recognized as a sponsor of the event.

We have not accepted external effluent in the past, so staff contacted OCWA to confirm the suitability of the Winchester or Chesterville lagoons in terms of capacity and our Environmental Compliance Approval (ECA). OCWA confirmed that the Winchester Lagoon could receive this waste water discharge. The ECA for Chesterville has a restriction on the source of influent that does not permit us to accept wastewater external to our collection system at that location.

OPTIONS AND DISCUSSION:

- 1. Grant permission to dispose of the IPM wastewater at the current North Dundas rate of \$8.52 per cubic meter - recommended.** Allowing the IPM to dispose of wastewater at our lagoons assists them in keeping their costs down and shows support for the rural event.
- 2. Grant permission to dispose of the IPM wastewater at no charge - not recommended.** Our lagoons are paid for through user fees. The IPM is an external party that is not connected to our system and has not contributed to the cost of the system.
- 3. Do not accept wastewater from the IPM – not recommended.** The IPM Committee would need to seek other avenues of disposal, like the City of Ottawa which is further away and much more costly.

FINANCIAL ANALYSIS:

The current Water & Sewer Rate Bylaw, (Bylaw No. 2022-11), breaks down the fees associated with disposal of waste water for unconnected customers at a rate of \$8.52 per cubic meter. For comparison, the City of Ottawa website lists disposal fees for liquid material generated outside the City of Ottawa at \$29.81 per cubic meter.

The IPM Committee estimates that their wastewater would be approximately 20,000-25,000 gallons (or approximately 76-95 cubic meters). Applying the North Dundas charge of \$8.52 per cubic meter would result in chargeable fees of approximately \$647 to \$809.

OTHERS CONSULTED:

Ontario Clean Water Agency

ATTACHMENTS:

Request from IPM Committee
IPM Partnership Brochure

Chloe Preston

From: Chloe Preston
Sent: August 4, 2022 1:40 PM
To: Chloe Preston
Subject: FW: Request for sewage dumping from IPM 2022

From: Harry Bennett <hbennett@harvex.com>
Sent: August 4, 2022 11:00 AM
To: Angela Rutley <arutley@northdundas.com>
Cc: cathy@plowingmatch.org
Subject: Request for sewage dumping from IPM 2022

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

The International Plowing Match and Rural Expo(IPM) is being held in North Grenville from Sept 20-24. This is a major event for the area with potential attendance of 60,000 people. Some of you will be familiar with the IPM as it was held in Finch in 2015. This letter is being sent to request permission for the IPM 2022 to use North Dundas lagoon at Winchester for the dumping of sewage waste. Estimated quantities would be 20,000-25,000 gallons over the five days of the IPM. It would arrive daily during the time of the IPM. Our estimate is one load per day. We have approached many communities in Leeds-Grenville to see if they could accept the waste. North Grenville and Merrickville are at capacity and cannot accept it. Brockville, Smith Falls and Prescott are not licensed to accept this type of waste. Because of the size of the event the IPM works with Chantler Environmental Services of Hillsburgh ON as the primary contractor and they in turn work with local contractors for additional help. The local committee takes its share of the profits and donates it back into the community for things like healthcare and other worthy charitable causes. We also have local service clubs helping us and they will be donated money for them to share with the community. We would also ask for the dumping fees to be waived and we would recognize North Dundas for their in-kind donation. Sponsorship is important to the committee as it enables us to donate as much as possible back to the community. I have attached a sponsorship form that shows how our sponsors are recognized. Thank you for your consideration in this matter.

Regards,

Harry Bennett
Local Chair Organizing Committee
IPM 2022





CORPORATE PARTNERSHIP PROGRAM

KEMPTVILLE, ONTARIO

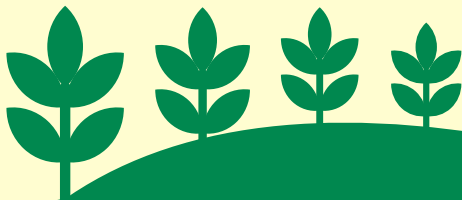
SEPTEMBER 20-24, 2022

www.plowingmatch.org/ipm2022



Become a partner of the INTERNATIONAL PLOWING MATCH & RURAL EXPO

IPM 2022 PARTNERSHIP LEVELS \$5,000 AND UNDER



Designation

Designated as
Match Contributor
Partner for the duration
of this agreement

On Site Signage

Name on Primary
Corporate Partners
Recognition Sign

Event Tickets

4 corporate partner
daily admission
passes

2 "Green" vehicle
parking pass

(parking adjacent to tented city)

\$1,000-\$2,499

MATCH CONTRIBUTOR



Designation

Designated as Match Fan
Partner for the duration
of this agreement

On Site Signage

Name on Primary
Corporate Partners
Recognition Sign

Event Tickets

2 corporate partner
daily admission
passes

1 "Green" vehicle
parking pass

(parking adjacent to tented city)

\$500-\$999

MATCH FAN

On Site Signage

Name on Primary
Corporate Partners
Recognition Sign

Under \$500

GRASS ROOTS PARTNER



Become a partner of the INTERNATIONAL PLOWING MATCH & RURAL EXPO



September 20, 2022 will see the 103rd International Plowing Match and Rural Expo kick off with a bang! The first IPM to be hosted since our friends in the North hosted in 2019, we're excited to welcome everyone to Kemptville, Ontario! This year's match will be hosted on the former Kemptville Agricultural College site, (Kemptville Campus, North Grenville). We're excited to welcome exhibitors, vendors, and visitors alike.

Spanning more than 100 acres of Tented City, plowing competitions and events, we're expecting thousands of people to pass through the gates each day! However, none of these things are possible without our corporate partners. We've put together this package to demonstrate to you just what exactly is available. Whether you're looking to have your name and logo displayed on the sponsor recognition or you're looking to have your company logo featured on the poster, there are options for everything in between. If there's something specific you're looking for and you don't see it listed here, don't hesitate to ask – we're happy to work with you.

Discover all the ways you can help support us in hosting the 2022 International Plowing Match and Rural Expo in North Grenville!

**FOR MORE INFORMATION ON SPONSORSHIP
OPPORTUNITIES, PLEASE CONTACT LAURA SCOTT
AT 613-316-8728
OR IPM2022Sponsorship@plowingmatch.org**

Designation

**Designated as
Match Supporter
Partner for the duration
of this agreement**

On Site Signage

**Name on Primary
Corporate Partners
Recognition Sign**

Event Tickets

**8 corporate partner
daily admission
passes**

**4 "Green" vehicle
parking pass**

(parking adjacent to tented city)

\$2,500-\$4,999

MATCH SUPPORTER



THE 2022 INTERNATIONAL PLOWING MATCH & RURAL EXPO INVITES YOU TO BECOME A PARTNER.

*A community showcase of agriculture and rural living
yesterday, today and tomorrow.*

Municipality of North Grenville
United Counties of Leeds & Grenville

For more information on sponsorship opportunities,
please contact Laura Scott at 613-316-8728 or
IPM2022Sponsorship@plowingmatch.org



ACTION REQUEST

Finance

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Various Budget Amendments

RECOMMENDATION:

THAT Council approve Budget Amendment #2022-10 relating to projects in the Public Works Department in the amount of \$34,430.

AND THAT Council approve Budget Amendment #2022-12 relating to projects in the Recreation Department totaling \$48,975.

AND THAT Council approve Budget Amendment # 2022-13 dealing with carry-forward projects from 2021 relating to various departments totaling \$834,203.

BACKGROUND:

Pursuant to a KIR presented to council at the July 12th council meeting, staff were instructed to prepare budget amendments dealing with various unfinanced projects.

Appendices # 1 and #2 attached, deal with allocating a portion of the remaining 2021 surplus to projects in the Public Works and Recreation Departments.

Specifically, in Public Works (**Appendix # 1**), two projects were identified as needing to be financed from a portion of the funds remaining from the 2021 surplus. There is a need for a storage container for the storage of signs and traffic control devices which are currently being stored outside. It is difficult to access the signs and devices in a timely fashion during winter storm events. The cost of a new storage container is \$7,650. In addition, an urgent need to replace the culvert on Dagenais Road was identified. This project has been budgeted at \$26,780.

Appendix # 2 details eight specific projects in the Recreation Department totaling \$48,975. The specifics of each are detailed in the Appendix. All of these projects were presented to council in a KIR from Finance at the July 12th council meeting and are being financed in the amount of \$46,975 from the 2021 surplus and \$2,000 from the Chesterville and District Historical Society, who have committed a financial contribution toward replacing the flooring in the Heritage Centre.

Budget Amendment # 2022-13 is detailed in **Appendix # 3** and relates to several projects from 2021 that were not completed and/or where there were cost overruns that need to be addressed.

Project #1 relates to Fire Station 3 for a Port-a-Tank rack. This is a carry forward project that was started in 2021 and completed in 2022. Actual costs exceeded budget by \$9,398 and this cost overrun is being financed from a combination of fire reserves (\$5,000), previous years' surplus (\$3,398) as well as a donation from the firefighters' association in the amount of \$1,000.

Projects # 2 through to Project # 7 relate to Public Works – Transportation Services and are mainly for projects started in 2021 but completed in 2022. Two tandem plow trucks, a one-ton truck, a backhoe and a pressure washer (total cost - \$775,876) were all ordered in 2021 but delivery was delayed until 2022. They are being financed from a combination of development charges (\$40,034); transfer from road equipment reserves (\$669,753); and previous years' surplus (\$66,089).

Projects # 8 through #10 relate to Public Works – Water and Sewer Services - and are for the Watermain Loop, Water Source Design and the lagoon expansion. In all 3 cases, some funding had been received in 2021 but no costs had been incurred. These 2021 funds were transferred to reserves, which can now be accessed to fund the expenditures in 2022. This will result in a reduction of the actual funds being drawn down as compared to budget.

Projects # 11 and # 12 relate to the Recreation Department. Project 11 is for the Building Needs Study, the start of which was delayed. The completion of this project has been carried forward to 2022 along with a revised budgeted increase which is being financed from a combination of recreation reserves and previous years' surplus. Project 12 relates to delayed delivery in receiving some additional park components totaling \$22,000; they are being financed from donations and grants (\$18,977), and the balance of \$3,023 from a 2017 reserve account.

OPTIONS AND DISCUSSION:

1. **Approve the recommendation** - recommended.
2. **Do not approve the recommendation** - not recommended.

FINANCIAL ANALYSIS:

Budgeted costs are approximate by their nature and may vary from actual costs incurred. Any overages or savings, will be financed through transfers to or from reserves with no impact on the 2022 surplus/deficit.

OTHERS CONSULTED:

CAO
Director of Public Works (Acting)
Deputy-Treasurer (Acting)
Council – through a previous KIR of July 12th

ATTACHMENTS:

Budget Amendment # 2022-10
Budget Amendment # 2022-12
Budget Amendment # 2022-13

Township of North Dundas

Addendum to Budget Resolution - August 9, 2022

Budget Amendment - 2022-10 - Public Works - Transportation Services

Project	Account No.	2022 Original Budget	Revised Budget	Budget Amend- ment
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Project No. 1 - Storage Container

Costs

Storage Container	1-5-3400-8000		7,650	7,650
		\$ -	\$ 7,650	\$ 7,650

Financing

Transfer from Reserve - Previous Year Surplus (1-3-2000-9670)	1-4-3400-9001	-	7,650	7,650
		\$ -	\$ 7,650	\$ 7,650

Notes:

Need for storage of signs and traffic control measures. It is difficult to access signs and barricades in a timely fashion during emergencies.

Project No. 2 - Degenais Rd Culvert Replacement

Costs

Dagenais Rd Culvert	1-5-3011-8004	55,000	81,780	26,780
		\$ 55,000	\$ 81,780	\$ 26,780

Financing

Transfer from Reserve - Previous Year Surplus (1-3-2000-9670)	1-4-3011-9001	-	26,780	26,780
		\$ -	\$ 26,780	\$ 26,780

Notes:

Condition of culvert is very poor and must be replaced as soon as possible.

All projects above are to be financed from 2021 surplus as per Key Information Report (KIR) presented to council at meeting of July 12th, 2022.

Township of North Dundas

Addendum to Budget Resolution - August 9, 2022

Budget Amendment - 2022-12 - Recreation, Project Listing

Project	Account No.	2022 Original Budget	Revised Budget	Budget Amend- ment
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Project No. 1 - Chesterville Public Pool

Costs

Hot Water Tank Replacement	1-5-7550-8000		2,375	2,375
		\$ -	\$ 2,375	\$ 2,375

Financing

Transfer from Reserve - Previous Year Surplus (1-3-2000-9670)	1-4-7550-9001	-	2,375	2,375
		\$ -	\$ 2,375	\$ 2,375

Notes:

The unit provides hot water for the sinks and showers. It was discovered in mid-June that the burner and igniter both failed and the unit is leaking. Due to the estimated age of the unit, it was recommended that it be replaced instead of repaired. The emergency replacement was authorized and has taken place.

Project No. 2 - 547 St Lawrence Street (OPP/Library/Winchester Fire Station)

Costs

A/C Unit Circuit Board Replacement	1-5-7030-2400		1,000	1,000
		\$ -	\$ 1,000	\$ 1,000

Financing

Transfer from Reserve - Previous Year Surplus (1-3-2000-9670)	1-4-7030-9001	-	1,000	1,000
		\$ -	\$ 1,000	\$ 1,000

Notes:

The circuit board had a bad connection and was modified in order to provide a very temporary fix. In order for the unit to remain operable, it required immediate replacement. The A/C unit is approximately 8 years old. The useful life is approximately 15-20 years (2029-2034). The unit services the OPP/library/medical centre side of the building. The emergency replacement was authorized and has taken place.

Project No. 3 - Nelson LaPrade Centre

Costs

A/C Unit Replacement	1-5-7330-8000		4,200	4,200
		\$ -	\$ 4,200	\$ 4,200

Financing

Transfer from Reserve - Previous Year Surplus (1-3-2000-9670)	1-4-7330-9001	-	4,200	4,200
		\$ -	\$ 4,200	\$ 4,200

Notes:

The compressor in the A/C unit failed on June 26th. The date of manufacture is 1997 and the useful life is approximately 15-20 years (2012-2017). The emergency replacement was authorized and scheduled to proceed the first week of July.

Project No. 4 - Winchester Fire Station

Costs

Hot Water Tank Replacement	1-5-2030-8001		4,600	4,600
		\$ -	\$ 4,600	\$ 4,600

Financing

Transfer from Reserve - Previous Year Surplus (1-3-2000-9670)	1-4-2030-9001	-	4,600	4,600
		\$ -	\$ 4,600	\$ 4,600

Notes:

The unit started to leak in the spring and the burner pipes failed. The date of manufacture is 1996 and the useful life is 10-15 years (2006-2011). The replacement unit has been ordered and will be installed in the near future.

Project No. 5 - Municipal Office Building

Costs

Zone Control System	1-5-7010-8000	55,000	73,800	18,800
		\$ 55,000	\$ 73,800	\$ 18,800

Financing

Transfer from Reserve - Previous Year Surplus (1-3-2000-9670)	1-4-7010-9001	-	18,800	18,800
		\$ -	\$ 18,800	\$ 18,800

Notes:

\$55,000 was budgeted, based on a budgetary price received. Our engineer advises that the system is estimated to cost \$73,800 including airflow testing, engineer design & review, construction and contingency. In order for the project to move forward, \$18,800 in additional funding is required.

Project No. 6 - Morewood Community Hall

Costs

Fire Alarm Panel	1-5-7310-8000		5,000	5,000
		\$ -	\$ 5,000	\$ 5,000

Financing

Transfer from Reserve - Previous Year Surplus (1-3-2000-9670)	1-4-7310-9001	-	5,000	5,000
		\$ -	\$ 5,000	\$ 5,000

Notes:

The panel needs to be replaced according to our fire system maintenance contractor and municipal representatives. The replacement unit, including design, materials, labour, review, and a small contingency, is estimated to be \$5,000.

Project No. 7 - Chesterville & District Heritage Centre

Costs

Flooring Replacement	1-5-7650-8000		9,500	9,500
		\$ -	\$ 9,500	\$ 9,500

Financing

Transfer from Reserve - Previous Year Surplus (1-3-2000-9670)	1-4-7650-9001	-	7,500	7,500
Transfer from Others (Chesterville & District Historical Society)	1-4-7650-8005	-	2,000	2,000
		\$ -	\$ 9,500	\$ 9,500

Notes:

The flooring replacement is anticipated to have an upset limit of \$9,500 including any required preparation work. The Chesterville & District Historical Society (CDHS) has committed a financial contribution of \$2,000, leaving up to \$7,500 unfinanced.

Project No. 8 - South Mountain Fire Station

Costs

Furnace and A/C Replacement	1-5-2020-8001	5,000	8,500	3,500
		\$ 5,000	\$ 8,500	\$ 3,500

Financing

Transfer from Reserve - Previous Year Surplus (1-3-2000-9670)	1-4-2020-9001	-	3,500	3,500
		\$ -	\$ 3,500	\$ 3,500

Notes:

\$5,000 was budgeted to replace the furnace in 2022. The A/C unit is the same manufacture year. During site visits with HVAC contractors (in accordance with our municipal purchasing policy), we were advised that it is recommended to replace both the furnace and A/C unit at the same time, as we would decrease the cost of replacing the A/C unit by approximately 5%, because the contractors and equipment would already be on site. The unit may also fail in the near future, so we would like to be proactive. In order to proceed with replacing the A/C at the same time, the additional, unbudgeted cost is \$3,500.

All projects above are to be financed from 2021 surplus as per Key Information Report (KIR) presented to council at meeting of July 12th, 2022.

Township of North Dundas
Addendum to Budget Resolution - August 9, 2022

Budget Amendment - 2022-13 - 2021 Carry Forward Projects

Project	Account No.	2022 Original Budget	Revised Budget	Budget Amend- ment
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Project No. 1 - Fire Department Station 3 - Port-A-Tank Rack on Tanker

Reason: Carry forward project from 2021; completed 2022. Actual costs are greater than anticipated.

Costs

Port-A-Tank Rack on Tanker	1-5-2030-8000	-	9,398	9,398
		\$ -	\$ 9,398	\$ 9,398

Financing

Donation from Firefighter's Association	1-4-2030-8005	-	1,000	1,000
Transfers from Reserves - Fire Services (1-3-2000-8020)	1-4-2030-9000	-	5,000	5,000
Transfer from Reserves - Previous Year's Surplus (1-3-2000-9670)	1-4-2030-9004		3,398	3,398
		\$ -	\$ 9,398	\$ 9,398

Project No. 2 - Public Works - Transportation - Wincrest Avenue

Reason: Some costs incurred in 2021, thus reducing funds to be expended in 2022

Costs

Capital Roads - Wincrest Industrial Avenue	1-5-3101-8002 WINCRE	275,000	253,429	(21,571)
		\$ 275,000	\$ 253,429	\$ (21,571)

Financing

Transfer from Reserves - Wincrest Industrial Avenue (1-3-2000-8122)	1-4-3000-9001	75,000	53,429	(21,571)
		\$ 75,000	\$ 53,429	\$ (21,571)

APPENDIX #3

Project	Account No.	2022 Original Budget	Revised Budget	Budget Amend- ment
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Project No. 3 - Public Works - Transportation Services - Tandem Plow Truck

Reason: Delivery of vehicle delayed until 2022.

Costs

Tandem Plow Truck	1-5-3101-8101	-	285,000	285,000
		\$ -	\$ 285,000	\$ 285,000

Financing

Transfer from Reserves - Road Equipment (1-3-2000-8115)	1-4-3000-9000	-	285,000	285,000
		\$ -	\$ 285,000	\$ 285,000

Project No. 4 - Public Works - Transportation Services - Tandem Plow Truck - Regular Wheel Base

Reason: Delivery of vehicle delayed.

Costs

2021 Tandem Dump - Regular Wheel Base	1-5-3204-8000	-	283,909	283,909
		\$ -	\$ 283,909	\$ 283,909

Financing

Transfer from Development Charges (3-3-2000-9590)	1-4-3101-9500	-	11,733	11,733
Transfer from Reserves - Roads Equipment (1-3- 2000-8115)	1-4-3204-9000	-	272,176	272,176
		\$ -	\$ 283,909	\$ 283,909

APPENDIX #3

Project	Account No.	2022 Original Budget	Revised Budget	Budget Amend- ment
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Project No. 5 - Public Works - Transportation Services - John Deere 310 SL Backhoe

Reason: Delivery delayed.

Costs

2021 John Deere 310 SL Backhoe	1-5-3243-8000	-	157,728	157,728
		\$ -	\$ 157,728	\$ 157,728

Financing

Transfer from Reserves - Road Equipment (1-3-2000-8115)	1-4-3243-9000	-	102,577	102,577
Transfer from Reserves - Previous Year's Surplus (1-3-2000-9670)	1-4-3243-9000	-	55,151	55,151
		\$ -	\$ 157,728	\$ 157,728

Project No. 6 - Public Works - Transportation Services - One Ton

Reason: Delivery delayed

Costs

Passenger Vehicle	1-5-3254-8000	-	45,938	45,938
		\$ -	\$ 45,938	\$ 45,938

Financing

Transfer from Reserves - Road Equipment (1-3-2000-8115)	1-4-3254-9000	-	10,000	10,000
Transfer from Reserves - Previous Year's Surplus (1-3-2000-9670)	1-4-3254-9000	-	10,938	10,938
Transfer from Development Charges (3-3-2000-9590)	1-4-3254-9500	-	25,000	25,000
		\$ -	\$ 45,938	\$ 45,938

APPENDIX #3

Project	Account No.	2022 Original Budget	Revised Budget	Budget Amend- ment
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Project No. 7 - Public Works - Transportation Services - Pressure Washer

Reason: Delayed delivery

Costs

Capital - Unlicensed Equipment (Pressure Washer)	1-5-3101-8104	-	3,301	3,301
		\$ -	\$ 3,301	\$ 3,301

Financing

Transfer from Development Charges (3-3-2000-9590)	1-4-3101-9500	-	3,301	3,301
		\$ -	\$ 3,301	\$ 3,301

Project No. 8 - Public Works - Water Services - Watermain Loop

Reason: Funds raised in 2021 but not spent

Costs

Capital - Watermain Loop	1-5-9000-8200	500,000	500,000	-
		\$ 500,000	\$ 500,000	\$ -

Financing

Transfer from Reserve Funds - Winchester Water Capital Levy (3-3-2000-9400)	1-4-9000-9250	173,000	173,000	-
Transfer from Reserve Funds - Hydro Proceeds (3-3-2000-9600)	1-4-9000-9250	327,000	288,072	(38,928)
Transfer from Reserves - Watermain Loop (1-3-2000-8036)	1-4-9000-9000	-	38,928	38,928
		\$ 500,000	\$ 500,000	\$ -

APPENDIX #3

Project	Account No.	2022 Original Budget	Revised Budget	Budget Amend- ment
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Project No. 9 - Public Works - Water Services - Water Source Design

Reason: Funds raised in 2021 but not spent

Costs

Capital - Detail Design - Second Water Source	1-5-9000-8150	200,000	200,000	-
		\$ 200,000	\$ 200,000	\$ -

Financing

Transfer from Reserve Funds - Winchester Water Capital Levy (3-3-2000-9400)	1-4-9000-9250	200,000	100,000	(100,000)
Transfer from Reserves - New Water Source (1-3-2000-8037)	1-4-9000-9000	-	100,000	100,000
		\$ 200,000	\$ 200,000	\$ -

Project No. 10 - Public Works - Wastewater Services - Winchester Lagoon Expansion

Reason: Funds raised in 2021 but not spent

Costs

Capital - Lagoon Expansion	1-5-9020-8004	1,000,000	1,000,000	-
		\$ 1,000,000	\$ 1,000,000	\$ -

Financing

Transfer from Reserve Funds - Winchester Capital Sewer Levy (3-3-2000-9405)	1-4-9020-9250	1,000,000	966,938	(33,062)
Transfer from Reserves - Lagoon Expansion (1-3-2000-8046)	1-4-9020-9000	-	33,062	33,062
		\$ 1,000,000	\$ 1,000,000	\$ -

APPENDIX #3

Project	Account No.	2022 Original Budget	Revised Budget	Budget Amend- ment
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Project No. 11 - Recreation - Building Needs Study

Reason: Delayed start

Costs

Professional Services (Building Needs Study)	1-5-7000-2210	56,500	105,000	48,500
		\$ 56,500	\$ 105,000	\$ 48,500

Financing

Transfer from Reserves - Recreation Administration (1-3-2000-8074)	1-4-7000-9000	-	39,675	39,675
Transfer from Reserves - Previous Year's Surplus (1-3-2000-9670)	1-4-7000-9000	-	8,825	8,825
		\$ -	\$ 48,500	\$ 48,500

Project No. 12 - Recreation - Additional Park Components

Reason: Delayed delivery

Costs

Morewood Park - Capital - Accessibility (Ten spin)	1-5-7215-8009	-	7,333	7,333
South Mountain Park - Capital - Accessibility (Ten spin)	1-5-7260-8009	-	7,333	7,333
Winchester Park - Capital - Accessibility (Ten spin)	1-5-7270-8009	-	7,334	7,334
		\$ -	\$ 22,000	\$ 22,000

Financing

Donations & Grants Capital - ICIP - Covid Stream	1-4-7215-8005	-	4,310	4,310
Transfer from Reserves - 2017 Surplus (1-3-2000-8069)	1-4-7215-9000	-	3,023	3,023
Donations & Grants Capital - ICIP - Covid Stream	1-5-7260-8005	-	7,333	7,333
Donations & Grants Capital - ICIP - Covid Stream	1-5-7270-8005	-	7,334	7,334
		\$ -	\$ 22,000	\$ 22,000



ACTION REQUEST

Planning, Building & Enforcement

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Zoning Bylaw and Official Plan Amendment Request - Durant

RECOMMENDATION:

THAT Council recommend to the Council of the United Counties of Stormont, Dundas, Glengarry that the application for an Official Plan Amendment (#15), be deferred until a complete site plan application is received regarding all commercial/industrial uses on the subject property and that Site Plan Control be a requirement within OPA #15;

AND THAT Council hereby requires that a change of use/building permit be successfully obtained and final inspection granted for the accessory apartment dwelling within the warehouse, or that the accessory office be reinstated to the satisfaction of the Township of North Dundas Chief Building Official.

BACKGROUND:

On March 23rd 2022, the Township of North Dundas received a Zoning Amendment Application for warehousing and outdoor storage in an Agricultural (AG) zone. The Township accepted the Application as completed at the July 12th 2022 meeting of Township Council, and requested a public meeting be held on August 9th 2022 regarding the application.

The United Counties of Stormont, Dundas, and Glengarry also received an application for an Official Plan Amendment to redesignate the lands from Agricultural Resource Lands to Special Land Use District to permit the applicants to continue the usage of their storage facilities and give the opportunity to broaden this activity to include a greater variety of storage options and expand their business.

Prior to the Township approving a zoning amendment, an Official Plan amendment must be adopted by County Council. Both amendments must conform with the 2020 Provincial Policy Statement, which has very restrictive policies for commercial/industrial uses within prime agricultural areas (Policies 2.3.3 and 2.3.6).

Permitted Uses in prime agricultural areas are limited to: agricultural uses, agriculture-related uses and on-farm diversified uses.

Agriculture-related uses: means those farm-related commercial and farm-related industrial uses that are directly related to farm operations in the area, support agriculture, benefit from being in close proximity to farm operations, and provide direct products and/or services to farm operations as a primary activity.

The application submitted is unclear on the proposed expansions, particularly outdoor

storage (where this will be located on the subject property (approximately 8 acres)). Given that the site will be used for commercial/industrial storage and will be in close proximity to an existing dwelling, a site plan application and approval should be applied. The current site plan bylaw does not include agriculturally zoned lands, as they are exempt being typically agricultural uses. However, this amendment will permit commercial/industrial type uses, which are subject to site plan approval. Therefore, the Official Plan Amendment needs to clearly specify that the special exception sought includes a requirement that Site Plan Control Approval applies. This is particularly important given the proximity of the proposed commercial/industrial uses abutting an existing residential dwelling (13057 Kittle Road). A combination of setbacks, fencing, berms and vegetation will likely be required to reduce the adverse impacts on the abutting residential dwelling.



Upon a site visit for the zoning amendment, it was determined that there were existing sensitive land uses not noted in the application. In addition, the existing warehouse currently has an illegal occupied residential dwelling unit within it, which has been illegally occupied for some time without a valid building permit. After discussion with the applicant and their representatives the intention is for the residential use within the warehouse to continue. A

change of use/building permit and septic permit will be required to make the accessory dwelling unit legal. As the accessory dwelling unit never received approvals and is illegal at this time, these applications should be sought and approved, before Council approves the rezoning application. The proposed zoning amendment will need to consider that there are currently two (2) accessory residential dwellings on the subject property (one legal, one illegal). This is relevant, as the proposed amendments will move the property toward a commercial/industrial type property compared with what exists today.

Therefore, Staff recommend that Township Council not recommend approval of Official Plan Amendment #15 to County Council until the existing illegal residential unit receives a valid building permit and a final

inspection (or is reinstated as an accessory office (to the satisfaction of the Chief Building Official)), and that the Official Plan Amendment include a requirement for site plan control for the commercial/industrial uses on the subject property and that a site plan control application be submitted to the Township.

OPTIONS AND DISCUSSION:

1. **Approve the recommendation** - recommended.
2. **Do not approve the recommendation** - not recommended.
3. **Modify the recommendation** – Council can add to or modify the recommendation

FINANCIAL ANALYSIS:

No impact at this time.



OTHERS CONSULTED:

Applicant

Applicant's agents

Chief Building Official

Director of Planning, United Counties of Stormont, Dundas, and Glengarry.

South Nation Conservation Authority (septic approval)



ACTION REQUEST

Recreation & Culture

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Hallville Community Park Public Input

RECOMMENDATION:

THAT Council approve Option B concept plan for the Hallville Community Park;

AND THAT Council authorize staff to apply for a change in project scope through the ICIP: Community, Culture and Recreation Stream – Rehabilitation and Renovate Intake to eliminate the soccer field.

BACKGROUND:

A public open house was held on Monday, July 25th from **6:00 - 8:00 p.m.** at the Hallville Fire Station. The purpose of the open house was to present the draft concept plans and related budgets that are proposed for the development of the Hallville Community Park and obtain public input regarding the preferred concept plan and amenities.

Open house comment forms were handed out to people who attended and were made available for pick up/drop off at Loughlin's Country Store (1738 County Rd.1, Mountain) and at the Township of North Dundas Office. The deadline to submit the completed form was 12:00pm on Friday, July 29th.

43 comment forms were received. The following information was received:

SECTION A

Preferred Concept Plan Option:

Option A 21%

Summary of generalized comments to support preference:

- Parking
 - Additional parking
 - Don't need paved parking
 - Near rink
- Cheaper option
- Greenspace around pavilion
- Can oversee playground and splash pad from pavilion

Option B 79%

Summary of generalized comments to support preference:

- Parking

- Less parking (room for growth and green space)
- Paved
- Distance from parking lot to rink
- Layout of rink
- Distance between rink and playground
- More greenspace
- More walking paths
- More room for rink house/building
- Washroom closer to playground and splash pad
- Overall layout is spaced out

Please note that 100% of comment forms, provided responses to this question.

SECTION B

Listed amenities ranked as per preference:

Ball Diamond	1 st priority	<u>9.7%</u>
	2 nd priority	<u>61%</u>
	3 rd priority	<u>29.3%</u>
Soccer Field	1 st priority	<u>5%</u>
	2 nd priority	<u>37.5%</u>
	3 rd priority	<u>57.5%</u>
Splash Pad	1 st priority	<u>87.8%</u>
	2 nd priority	<u>0%</u>
	3 rd priority	<u>12.2%</u>

Determined order of preference:

Ball Diamond 2

Soccer Field 3

Splash Pad 1

Please note that out of 43 comment forms, 41 ranked all three of the features. Two comment forms only listed the patrons' top priority feature. This did not change the order of preference provided above. 1 comment form did not answer this question. All 42 preferences were recorded for this question.

SECTION C

Feedback for top 5 features that residents would like the park to have. Bold font indicates that the amenity was already included in the concept plans:

Most popular responses:

- **Playground**
 - Zipline
 - Swings
 - Monkey bars
 - Fire pole
 - Slide

- **Splash pad**
- **Walking paths**
- **Pavilion**
- **Ice rink**
- **Picnic tables & benches**
- **Open space with shade beyond the fixed elements**
- **Ample parking**
- **Pedestrian crosswalks with one by St. John Street**
- **Lots of trees for shade**
- Rink changeroom/community building (like the current one) with a kitchen
- Dog Park

Other responses:

- **Washrooms (Note: the existing building has a washroom, and many comment forms listed a building like the current one, which would imply washrooms)**
- **Walkway to from St. John Street to the park**
- Adult exercise equipment (outdoor fitness park)
- Traffic slowing measures
- Community garden
- Volleyball court
- Painted areas for hop scotch/4 corners
- Skate Park
- Basketball/tennis court
- Water fountain
- Solar Power

Please note that 91% of comment forms, provided responses to this question.

SECTION D

If the Hallville Recreation Association (RA) were to reform, comment forms indicated the following:

21.2% would like to be on the RA executive

63.6% would like to volunteer their time to help the RA

15.2% would like to make a donation to the group

Please note that 56% of comment forms, provided responses to this question, while 44% did not.

FINANCIAL ANALYSIS:

****Please refer to APPENDIX 1 attached**

The ICIP Funding has an eligibility deadline of March 31, 2027. To be eligible for the grant, expenses must be incurred before the deadline.

The parameters of the grant that was awarded to the Township of North Dundas by the ICIP: Community, Culture and Recreation Stream – Rehabilitation and Renovate Intake, for the development of the Hallville parkland, included the construction of major park

amenities including, but not limited to, an outdoor rink, playground, ball diamond, and soccer field. A splash pad was not included. Should Council opt to select a splash pad instead of one of the approved sports fields, then an application for a change in project scope will need to be submitted to ICIP and the processing time could take up to an estimated six month for a decision. While waiting for the application to be processed, the project must be halted. It is therefore ideal to plan to submit the application once Phase 2 is completed.

OPTIONS AND DISCUSSION:

Concept Plans

1. **Accept Option B Concept Plan** – recommended. Based on community feedback this is the preferred option and includes the amenities that the community desires for the park.
2. **Do not accept Option B Concept Plan** – not recommended. Selecting Option A was the least favourable option desired by the community based on feedback. Alternatively, accepting neither Option A or B would set back the project further in trying to come up with new concept plans to present for consideration.

Change Order

1. **Apply for a change in project scope to remove the baseball diamond, remove the soccer field, and add the splash pad - not recommended.**
 - a. The estimated funding balance would be \$40,533.26.
 - b. Potential to apply for another project scope change if there are any remaining funds, but possibility of losing the remaining funds if the scope change cannot be completed in time for the deadline of March 31st, 2027. Additional potential for any remaining balance to need to be funded through taxation, community funding, or a combination of both.
2. **Keep the baseball diamond and apply for a for a change in project scope to eliminate the soccer field. Remaining estimated balance of \$209,221,74 to be financed through taxation, community funding, or a combination of both - recommended.** This option, while not including the splash pad that was identified in high priority to the community, eliminates the obligation to lock in the splash pad from this funding stream (which could be denied) and opens up other funding options like future grants and community fundraising to include the splashpad.
3. **Keep the baseball diamond. Apply for a change in project scope to eliminate the soccer field and add a splash pad - not recommended.**
 - a. The ball diamond is already estimated to cost \$209,221.74 over budget. Adding a splash pad would commit the Township to a further \$478,170 of debt and a project that would need to be completed by March 31st, 2027.
4. **Proceed with the construction of the ball diamond and soccer field. Do not proceed with the splash pad at this time - not recommended.**
 - a. The soccer field and baseball diamond combined, will result in an additional estimated amount of \$1,012,744.24.

OTHERS CONSULTED:

CAO

Facilities Manager

Recreation Coordinator

ATTACHMENTS:

APPENDIX 1 – HALLVILLE COMMUNITY PARK FINANCIAL ANALYSIS

CONCEPT PLAN OPTION A

CONCEPT PLAN OPTION B

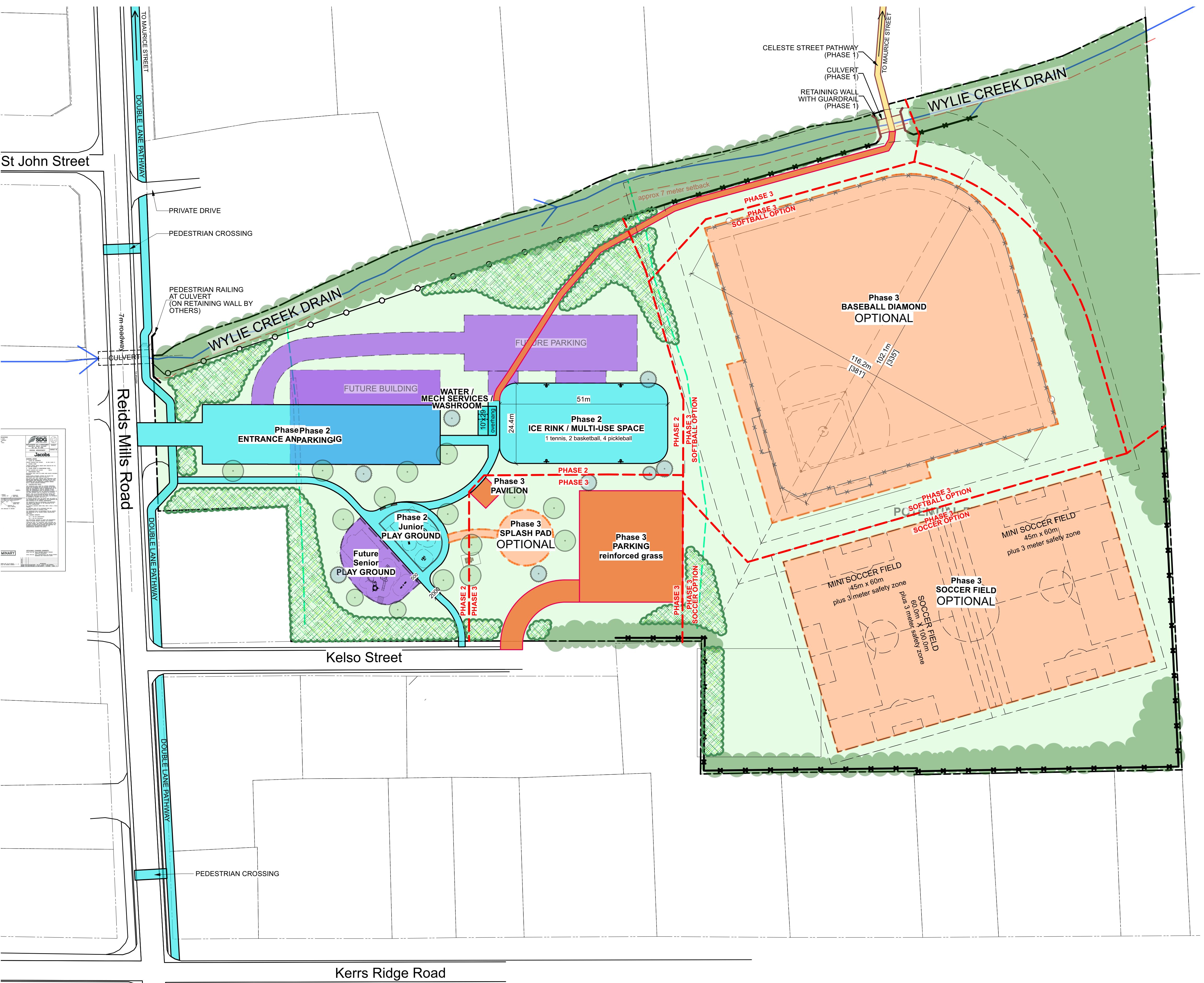
Budget Highlights:

\$1,091,476.50 Federal Government commitment
\$909,472.79 Provincial Government commitment
\$727,741.96 Township of North Dundas commitment
\$2,728,691.25 Total project funding

\$65,422.50 Cost difference between Phases 1-3 in Options A & B with Option B estimated to be the higher priced option

OPTION A		OPTION B	
\$2,144,565.49	Preliminary estimates for phases 1-3	\$2,209,987.99	Preliminary estimates for phases 1-3
\$584,125.76	Remaining project funding after phases 1-3	\$518,703.26	Remaining project funding after phases 1-3
<u>Preliminary Estimates for Optional Features:</u>		<u>Preliminary Estimates for Optional Features:</u>	
\$478,170.00	Splash Pad	\$478,170.00	Splash Pad
\$727,925.00	Baseball Diamond	\$727,925.00	Baseball Diamond
\$803,522.50	Soccer Field	\$803,522.50	Soccer Field
<u>Options & Preliminary Estimated Budgetary Impacts</u>		<u>Options & Preliminary Estimated Budgetary Impacts</u>	
Option 1 – Splash Pad		Option 1 – Splash Pad	
\$2,144,565.49	Phases 1-3	\$2,209,987.99	Phases 1-3
<u>\$478,170.00</u>	Splash Pad	<u>\$478,170.00</u>	Splash Pad
\$2,622,735.49	Total Funding Required	\$2,688,157.99	Total Funding Required
\$105,955.76	Funding Balance	\$40,533.26	Funding Balance
Option 2 – Baseball Diamond		Option 2 – Baseball Diamond	
\$2,144,565.49	Preliminary estimates for phases 1-3	\$2,209,987.99	Preliminary estimates for phases 1-3
<u>\$727,925.00</u>	Baseball Diamond	<u>\$727,925.00</u>	Baseball Diamond
\$2,872,490.49	Total Funding Required	\$2,937,912.99	Total Funding Required
-\$143,799.24	Funding Balance	-\$209,221.74	Funding Balance

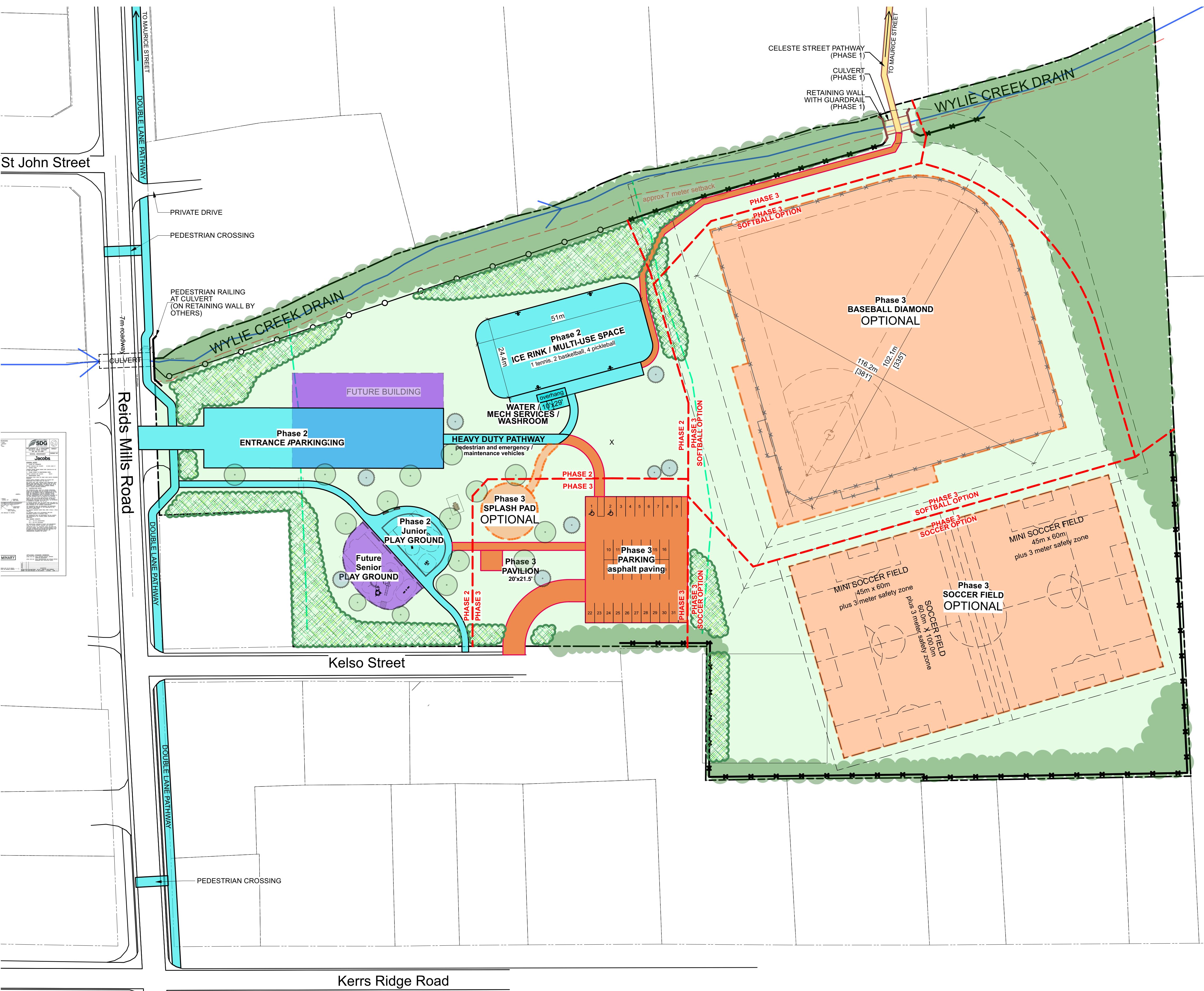
Option 3 – Soccer Field		Option 3 – Soccer Field	
\$2,144,565.49	Preliminary estimates for phases 1-3	\$2,209,987.99	Preliminary estimates for phases 1-3
\$803,522.50	Soccer Field	\$803,522.50	Soccer Field
\$2,948,087.99	Total Funding Required	\$3,013,510.49	Total Funding Required
-\$219,396.74	Funding Balance	-\$284,819.24	Funding Balance
Option 4 – Splash Pad & Baseball Diamond		Option 4 – Splash Pad & Baseball Diamond	
\$2,144,565.49	Preliminary estimates for phases 1-3	\$2,209,987.99	Preliminary estimates for phases 1-3
\$478,170.00	Splash Pad	\$478,170.00	Splash Pad
\$727,925.00	Baseball Diamond	\$727,925.00	Baseball Diamond
\$3,350,660.49	Total Funding Required	\$3,416,082.99	Total Funding Required
-\$621,969.24	Funding Balance	-\$687,391.74	Funding Balance
Option 5 – Baseball Diamond & Soccer Field		Option 5 – Baseball Diamond & Soccer Field	
\$2,144,565.49	Preliminary estimates for phases 1-3	\$2,209,987.99	Preliminary estimates for phases 1-3
\$727,925.00	Baseball Diamond	\$727,925.00	Baseball Diamond
\$803,522.50	Soccer Field	\$803,522.50	Soccer Field
\$3,676,012.99	Total Funding Required	\$3,741,435.49	Total Funding Required
-\$947,321.74	Funding Balance	-\$1,012,744.24	Funding Balance
Option 6 – Splash Pad, Baseball Diamond & Soccer Field		Option 6 – Splash Pad, Baseball Diamond & Soccer Field	
2,144,565.49	Preliminary estimates for phases 1-3	\$2,209,987.99	Preliminary estimates for phases 1-3
\$478,170.00	Splash Pad	\$478,170.00	Splash Pad
\$727,925.00	Baseball Diamond	\$727,925.00	Baseball Diamond
\$803,522.50	Soccer Field	\$803,522.50	Soccer Field
4,154,182.99	Total Funding Required	4,219,605.49	Total Funding Required
-\$1,425,491.74	Funding Balance	-\$1,490,914.24	Funding Balance



- LEGEND**
- PROPOSED TREES
 - PROPOSED REFORESTATION
 - EXISTING VEGETATION TO REMAIN
 - PHASE 1 ELEMENTS
 - PHASE 2 ELEMENTS
 - PHASE 3 ELEMENTS
 - PHASE 3 OPTIONAL ELEMENTS
 - POSSIBLE FUTURE ELEMENTS
 - CREEK
 - DRAINAGE DITCH
 - PROPERTY LINE
 - 7m SETBACK
 - FENCE (PHASE 2)
 - FENCE (PHASE 3)
 - FENCE (BASEBALL OPTION)
 - ACCESSIBLE PICNIC TABLE

HALLVILLE PARKLAND

CONCEPT PLAN OPTION A

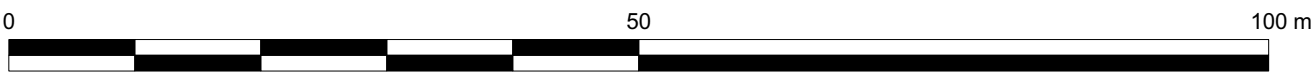


LEGEND

- PROPOSED TREES
- PROPOSED REFORESTATION
- EXISTING VEGETATION TO REMAIN
- PHASE 1 ELEMENTS
- PHASE 2 ELEMENTS
- PHASE 3 ELEMENTS
- PHASE 3 OPTIONAL ELEMENTS
- POSSIBLE FUTURE ELEMENTS
- CREEK
- DRAINAGE DITCH
- PROPERTY LINE
- 7m SETBACK
- FENCE (PHASE 2)
- FENCE (PHASE 3)
- FENCE (BASEBALL OPTION)
- ACCESSIBLE PICNIC TABLE

SDG Jacobs

HALLVILLE PARKLAND
CONCEPT PLAN OPTION B



Ruhland & Associates Ltd
landscape architecture • urban design • site planning
2022-07-07



ACTION REQUEST

Recreation & Culture

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Request for Free Use of Space – North Dundas Arts Council

RECOMMENDATION:

THAT Council authorize and approve that the North Dundas Arts Council be granted free use of the Old Town Hall, for up to _____ of the 21 requested dates, for the purposes of operating the Winchester Open Mic Café program each Sunday from 2:00-5:00 pm for the months of September & October of 2022, as well as January, February and March of 2023.

BACKGROUND:

The North Dundas Arts Council, is a local not-for-profit organization that hosts an open mic program, known as the Winchester Open Mic Café, in the Old Town Hall. The largest operating cost for the program, is the hall rental, which was afforded through a private donor from the Spring of 2014, until January of 2020, when the program was suspended due to the developing pandemic.

The North Dundas Arts Council wishes to continue offering the Open Mic Café in the Old Town Hall on Sundays, between the hours of 2:00-5:00 pm, throughout September & October 2022, as well as January, February & March of 2023. The group is requesting that Council waive the hall rental fees for the Old Town Hall, for the 21 applicable dates. The letter of request is attached for Council's review and consideration.

A similar request was brought forward for Council consideration during the March 8th meeting, when the not-for-profit organization "A Bunch of People Arts and Events" requested free use of the Old Town Hall for 16 dates, for the purposes of hosting artistic and entertaining events as a way to raise money for local families in need of financial assistance. The not-for-profit rental rate for the Old Town Hall is \$50/full day. Council approved the request for all 16 dates, therefore providing the group with in-kind support valued at \$800 + HST.

OPTIONS AND DISCUSSION:

- 1. Authorize and approve that the North Dundas Arts Council be granted free use of the Old Town Hall for the requested 21 dates, for the purposes of operating the Winchester Open Mic Café program – not recommended.**
- 2. Authorize and approve that the North Dundas Arts Council be granted free use of the Old Town Hall, for up to _____ of the 21 requested dates, for the purposes of operating the Winchester Open Mic Café program – recommended.**

3. Do not approve the request from Winchester Open Mic Cafe – not recommended.

FINANCIAL ANALYSIS:

The not-for-profit rate for ½ day (4 hours or less) is \$30.00 for the Old Town Hall. Should Council waive the rental fees (21 Sundays), \$630.00 of revenue will not be generated.

OTHERS CONSULTED:

Administrative Assistant

ATTACHMENTS:

Letter of request



ACTION REQUEST

Recreation & Culture

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Request for Free Use of Space – North Dundas Arts Council

RECOMMENDATION:

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The North Dundas Arts Council, is a local not-for-profit organization that hosts an open mic program, known as the Winchester Open Mic Café, in the Old Town Hall. The largest operating cost for the program, is the hall rental, which was afforded through a private donor from the Spring of 2014, until January of 2020, when the program was suspended due to the developing pandemic.

The North Dundas Arts Council wishes to continue offering the Open Mic Café in the Old Town Hall on Sundays, between the hours of 2:00-5:00 pm, throughout September & October 2022, as well as January, February & March of 2023. The group is requesting that Council waive the hall rental fees for the Old Town Hall, for the 21 applicable dates. The letter of request is attached for Council's review and consideration.

A similar request was brought forward for Council consideration during the March 8th meeting, when the not-for-profit organization "A Bunch of People Arts and Events" requested free use of the Old Town Hall for 16 dates, for the purposes of hosting artistic and entertaining events as a way to raise money for local families in need of financial assistance. The not-for-profit rental rate for the Old Town Hall is \$50/full day. Council approved the request for all 16 dates, therefore providing the group with in-kind support valued at \$800 + HST.

OPTIONS AND DISCUSSION:

- 1. Authorize and approve that the North Dundas Arts Council be granted free use of the Old Town Hall for the requested 21 dates, for the purposes of operating the Winchester Open Mic Café program – not recommended.**
- 2. Authorize and approve that the North Dundas Arts Council be granted free use of the Old Town Hall, for up to _____ of the 21 requested dates, for the purposes of operating the Winchester Open Mic Café program – recommended.**

3. Do not approve the request from Winchester Open Mic Cafe – not recommended.

FINANCIAL ANALYSIS:

The not-for-profit rate for ½ day (4 hours or less) is \$30.00 for the Old Town Hall. Should Council waive the rental fees (21 Sundays), \$630.00 of revenue will not be generated.

OTHERS CONSULTED:

Administrative Assistant

ATTACHMENTS:

Letter of request



ACTION REQUEST

Recreation & Culture

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Sustainable Infrastructure - Funding Applications and Consulting Services

RECOMMENDATION:

THAT Council direct staff to act as the lead applicant in the submission of grant applications to both the Community Buildings Retrofit (CBR) initiative and the Green and Inclusive Community Buildings (GICB) program for the purpose of receiving the maximum amount of funding to complete the feasibility studies and recommended capital improvements for various municipally-owned and operated facilities;

AND FURTHERMORE, that the Township secure the services of Next Energy Development Group Inc. as the technical consultants for these applications at a maximum cost of \$49,350 (excluding HST), in addition to professional fees that may include engineering and/or legal, and permits to a maximum cost during the GICB application phase of \$35,000 (excluding HST);

AND THAT Council approve budget amendment #2022-14 to finance any unbudgeted associated expenses up to a maximum of \$72,900.

BACKGROUND:

Mr. John Barros of Next Energy Development Group Inc. (Next Energy) attended the June 21st regular meeting of Council as a delegation. Next Energy subsequently provided a proposal containing cost projections, a scope of work, and timelines for the execution of feasibility studies and associated grant applications for seven of our municipal buildings. During the July 12th meeting, Council was advised that Next Energy will be engaged as a consultant.

After further review and consideration, staff are recommending that only five municipal facilities be a part of the feasibility studies. These facilities include the following, which are listed in order of recommended priority:

1. Joel Steele Community Centre
2. Chesterville & District Arena
3. Municipal Administration Building
4. Winchester Fire/OPP/Library/Medical
5. Chesterville Community Centre

According to the proposal that was submitted by Next Energy, the feasibility studies for these five facilities are estimated to total \$246,750 + HST. The Township of North Dundas anticipates to receive 80% in funding for the feasibility studies, through the Community Buildings Retrofit (CBR) GHG Reduction Pathway Feasibility Study program, which means that the Township's projected investment of the remaining 20% would be \$49,350. Should North Dundas be successful in receiving funding support for the studies and subsequent funding support for the capital project funding through the CBR program and the Green and Inclusive Community Buildings (GICB) program, the consultant advises that the \$49,350 may be eligible for reimbursement as part of the capital project cost.

Staff feel that the following steps will provide the Township with necessary information at the least amount of financial risk, while providing the best option to maximize the greatest potential for non-municipal project funding:

1. Complete and submit the CBR pre-application to ensure eligibility for the feasibility study funding. If successful, move to step 2.
2. Complete the full CBR application form and if successful in obtaining the feasibility study funding, proceed to steps 3, 4 & 5.
3. Submit the registration form to the GICB program to establish eligibility for that application process.
4. Use the CBR grant of 80% of eligible project funding to complete all aspects of the feasibility studies. Completion of these studies will provide the Township with a better understanding of the energy use of these facilities and strengthen the project cases through the GICB grant. It will also cover 80% of the fees for Next Energy to work on the applications.
5. In conjunction with completing the CBR feasibility studies, prepare the GICB application and all technical requirements related to the application. These technical requirements will require the Township to hire additional professionals or obtain permits at a maximum cost of \$35,000 + HST.
6. Submit the CBR feasibility study and CBR capital projects funding request. Maximum funding of \$5 million or up to 80% of eligible expenses with 25% as a grant and the remainder as a loan. Submit the completed GICB application for up to 80% of the eligible project expenses to complete the capital projects selected. Up to \$250,000 as a grant and the rest as a loan. These programs are 'stackable', so we can apply for both and combine the funding.
7. If successful in obtaining the CBR & GICB capital grants, Council will need to determine if they agree to the final terms of the agreements and the final proposed budget before moving forward.

It is anticipated that it will take 4-5 months to complete the CBR feasibility study (if successful in receiving the grant) and to complete the application to the GICB program. It could take another 4-6 months to receive a decision on any capital approvals.

The potential results of the feasibility studies will strengthen the understanding of the greenhouse gas emissions and potential capital improvements to reduce the carbon footprint of the listed facilities over the next several years. The capital improvements are also anticipated to extend the life of the facilities and/or reduce operating costs.

OPTIONS AND DISCUSSION:

1. **That Council direct staff to act as the lead applicant in the submission of grant applications to both the Community Buildings Retrofit (CBR) initiative and the Green and Inclusive Community Buildings (GICB) program for the purpose of receiving the maximum amount of funding to complete the feasibility studies and recommended capital improvements for various municipally owned and operated facilities, and furthermore, that the Township secure the services of Next Energy Development Group Inc. as the technical consultants for these applications at a maximum cost of \$49,350 (excluding HST), in addition to professional fees that may include engineering and/or legal, and permits to a maximum cost during the GICB application phase of \$35,000 (excluding HST) and that Council approve budget amendment #2022-14 to finance any unbudgeted associated expenses up to a maximum of \$72,900 - recommended.**
2. **That Council direct staff to stop investigating the potential application process of the CBR and GICB grant programs - not recommended.**

FINANCIAL ANALYSIS:

If approved and directed by Council, the Township will enter into an agreement with Next Energy to complete all of the necessary technical and administrative requirements proposed for both grant applications. The proposed maximum of \$246,750 will be paid as certain milestones are reached and as work is required to complete the next phase of the application process.

The maximum expenditure of \$35,000 for professional fees and permits will only be used if the Township is eligible to make an application to the GICB program or another funding stream.

The maximum expenditures for the proposed application process in this report is \$281,750. This will only occur should the Township qualify for and fully submit both grant applications. Next Energy will not invoice the municipality for any costs until funding for the study is approved by CBR.

The CBR will cover 80% of the \$246,750 feasibility study budget as a grant (not loan), which is \$197,400.

Should the Township only receive funding for the CBR feasibility studies and not any capital funding, the Township would be responsible to cover the remaining 20% of the project cost, which is \$49,350.

If the Township is eligible to submit to both the CBR and GICB capital funding programs, the potential cost (estimated to be the maximum) that the Township could be responsible to cover including the \$49,350 for the feasibility study, would be \$84,350. \$11,450 of this

would be the proportionate share for the Joel Steele Community Centre's feasibility study, which will be expensed as part of the roof repair capital project that was approved for 2022. This will leave a balance of \$72,900 to be financed using surplus from previous years.

If the Township is successful in obtaining capital funding through the CBR and GIBC programs, all of the consultation fees paid to Next Energy and other professional fees not covered as part of the CBR feasibility study, would be eligible for reimbursement to the Township as part of the capital project development cost, because the two capital funding programs can be combined.

OTHERS CONSULTED:

Next Energy Development Group Inc.

ATTACHMENTS:

Appendix #1 – Budget Amendment

Township of North Dundas
Addendum to Budget Resolution - August 9, 2022

Budget Amendment - 2022-14 - Recreation

Project	Account No.	2022 Amended Budget	Revised Budget	Budget Amend- ment
Costs				
Professional Services (Sustainable Infrastructure Funding Applications & Consulting Services)	1-5-7000-2210	105,000	177,900	72,900
		\$ 105,000	\$ 177,900	\$ 72,900
Financing				
Previous Years Surplus	1-3-2000-9670	-	72,900	72,900
		\$ -	\$ 72,900	\$ 72,900



ACTION REQUEST

Recreation & Culture

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Tender RC2022-08: Snow Maintenance for Various Properties

RECOMMENDATION:

THAT Council approve that Camouflage Property Maintenance be awarded the snow maintenance contract for all properties outlined in Tender #RC2022-08, for the years 2022/2023, 2023/2024 & 2024/2025 inclusively, to be paid in accordance with the bids submitted by the successful contractor.

BACKGROUND:

A tender for snow maintenance for various properties that are maintained by the Recreation & Culture Dept. was advertised. Three submissions were received and opened on Thursday, July 21st. One bidder did not adhere to the requirements outlined in the Tender document and was therefore disqualified. Camouflage Property Maintenance submitted the lowest bid price for all of the properties listed in the Tender and they adhered with all of the Tender requirements. It is therefore recommended that Camouflage Property Maintenance be awarded the snow maintenance contract for the winters of 2022/2023, 2023/2024, and 2024/2025, for the following locations:

1. Morewood:
 - a) Morewood Fire Station: 21 Russell St.
 - b) Morewood Community Centre: 17 Russell St.
 - c) Morewood Dry Hydrant: 1232 County Rd. 7, Russell
2. Winchester:
 - a) North Dundas Township Office: 636 St. Lawrence St.
 - b) Joel Steele Community Centre: 577 Main St.
 - c) Winchester Fire Station/OPP/library/medical clinic: 547 St. Lawrence St.
 - d) Oschmann Forest Conservation Area: 12301 Ormond Road
3. Chesterville:
 - a) Chesterville & District Arena: 153 Queen St.
 - b) Chesterville Community Park/Nelson LaPrade Centre/Chesterville Park Pavilion
Building parking: 1/5/9 William St.
4. Hallville:
 - a) Hallville Fire Station: 1650 County Rd. 1
 - b) Hallville Outdoor Rink: 10519 Kerr's Ridge Rd.
5. South Mountain:

- a) South Mountain Fire Station: 2967 Lough Rd.
 - b) South Mountain Resource Centre: 10543 Main St.
 - c) South Mountain Dry Hydrant: 3268 County Rd. 16
6. Mountain:
- a) Mountain Memorial Park: 10480 Clark Rd.
7. Inkerman:
- a) Inkerman Outdoor Rink: 11450 Cameron Rd.

OPTIONS AND DISCUSSION:

1. **Award the snow maintenance contract for all properties outlined in Tender #RC2022-08, for the years 2022/2023, 2023/2024 & 2024/2025 inclusively, to Camouflage Property Maintenance - recommended.**
2. **Do not approve the recommendation - not recommended.**

FINANCIAL ANALYSIS:

Funds are allocated on an annual basis, for snow removal & related services. The Recreation & Culture Department snow maintenance budget was \$127,800 in 2021 and was budgeted to be \$117,700 in 2022, which is a 92% decrease. The decrease was based upon 2021 actuals. The bids submitted by the successful contractor are 79.4% higher overall, than the 2022 contracted prices. It is anticipated that snow removal for the 2022/2023 winter will exceed the budgeted amount, however, the amount of snowfall is unpredictable.

OTHERS CONSULTED:

Facilities Manager



ACTION REQUEST – TENDER

Public Works

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Tender PW2022-09-Low-Level Water Crossing-South Castor Mun. Drain

RECOMMENDATION:

THAT Council approve the award of Tender No. PW2022-09 for the removal and replacement of a low-level water crossing on the South Castor Municipal Drain at Station 605+77, to H&E Contracting in the amount of \$74,677.00, plus HST.

BACKGROUND:

Tender PW2022-09 closed on July 15, 2022 and one bid was received. The bid submission was analyzed for completeness and mathematical accuracy. Based on the review, it is recommended to award Tender PW2022-09 to H&E Contracting, as they submitted an acceptable bid and were in conformance with all of the requirements.

The low-level water crossing located at Station 605+77 on the South Castor Municipal Drain, south of Civic #7360 Belmeade Road, needs to be removed and replaced. The crossing will consist of 6-560mm X 420mm X 9m CSP with a 1.6mm wall thickness, spaced evenly to allow proper compaction of Granular A between each culvert. Cover over culverts shall be 150mm of compacted Granular A with a layer of 150mm concrete over top of granular A to a 6m driving surface width, with side slopes at a 2:1 slope. Work shall be conducted in a low flow to no flow time frame. A heavy weighted silt fence check dam is to be installed on up-stream and down-stream sides, along with a floating silt curtain on down-stream side to prevent sediment from escaping.

OPTIONS AND DISCUSSION:

- 1. Approve the award of Tender PW2022-09 to H&E Contracting - recommended.**
- 2. Do not approve the award - not recommended.**

FINANCIAL ANALYSIS:

This work was included in the approved 2022 Budget under line item 1-5-8020-7850 and will be billed to the Watershed.

OTHERS CONSULTED:

ATTACHMENTS:

None



ACTION REQUEST - TENDER

Public Works

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Request for Quotation – Recurring Street Light Locate Service

RECOMMENDATION:

THAT Council approve the award of the Request for Quotation for Recurring Street Light Locate Services to ACF Electric Ltd.

BACKGROUND:

The Request for Quotation (RFQ) for Recurring Street Light Locate Services closed on July 28, 2022 and two (2) bids were received. Both were considered complete. The bid submissions were analyzed and it is recommended to award the RFQ to ACF Electric Ltd.

The approximate number of locate services provided in 2021 was 467. The Township of North Dundas receives street light locate requests as part of the Ontario One Call service. Most of the street lights in the Township of North Dundas have overhead wire connections. The locate contractor may provide clearance based on desktop survey, drive by check or perform actual locating at the site. The locate contractor shall have access to the Ontario One Call system to receive and submit the requests online and will provide sufficient qualified, certified and industry trained locator(s) staff, vehicle, flagging (if required), and all other locating equipment to fulfill its duties under this contract.

OPTIONS AND DISCUSSION:

1. **Approve the recommendation** - recommended.
2. **Do not approve the recommendation** - not recommended.

FINANCIAL ANALYSIS:

Street Light locates are included in the approved 2022 Budget under line item 1-5-3101-2220 in the amount of \$12,000.00.

OTHERS CONSULTED:

ATTACHMENTS:

None



ACTION REQUEST – TENDER

Public Works

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Tender PW2022-10-Snow Maintenance-Boyd & United Church Parking Lots

RECOMMENDATION:

THAT Council approve the award of Tender No. PW2022-10 to Camouflage Property Maintenance for snow maintenance at Boyd Parking Lot and the Winchester United Church Parking Lot, for the three seasons of 2022 through 2025.

BACKGROUND:

Tender PW2022-10 closed on August 3, 2022 and one bid was received. The bid submission was analyzed for completeness and mathematical accuracy. Based on the review, it is recommended to award Tender PW2022-10 to Camouflage Property Maintenance, as they submitted an acceptable bid and were in conformance with all of the requirements.

OPTIONS AND DISCUSSION:

- 1. Approve the award of Tender PW2022-10 to Camouflage Property Maintenance-recommended.**
- 2. Do not approve the award - not recommended.**

FINANCIAL ANALYSIS:

This snow maintenance work was included in the approved 2022 Budget and the bid received is well within the budgeted amount.

OTHERS CONSULTED:

ATTACHMENTS:



ACTION REQUEST – BYLAW

Clerk

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Bylaw No. 2022-70 Electronic Records Management Tender

RECOMMENDATION:

THAT Bylaw No. 2022-70 being a Bylaw to enter into an agreement with Stoneshare Inc. to provide certain services to the Township relating to the implementation of a Records Management System be read and passed in Open Council, signed and sealed this 9th day of August, 2022;

AND THAT Council approve Change Request No. 1 to Stoneshare Inc.

BACKGROUND:

We are currently moving forward with projects that received funding under the MMP Intake #3 – Implementation Stream presented to Council in February of this year. The largest component of our submission was a records management system.

We participated in a joint RFP for an electronic document and record management system with the Counties and North and South Glengarry. The RFP closed in May with 9 submissions – 4 of which were invited to make presentations. Stoneshare Inc. received the highest score and has been awarded the tender. The Counties and each Municipality are negotiating separate contracts with Stoneshare.

The RFP originally included only a pilot program for North Dundas that would consist of the Administration department only at a cost of \$39,000 plus HST. After review of the submitted quote and funding streams under MMP#3, North Dundas undertook further discussions with Stoneshare to expand the project to include all departments. Stoneshare provided a change order at an additional cost of \$82,500 plus HST.

The project is slotted to commence August 15, 2022 with the Administration department. All other departments will follow and be completed by the MMP#3 deadline of February 28, 2023.

OPTIONS AND DISCUSSION:

- 1. Approve the recommendation - recommended.**
- 2. Do not approve the recommendation - not recommended.**

FINANCIAL ANALYSIS:

The amount of the original contract and the change order are within the budget contained in the grant proposal. The municipal share of costs associated with this project are included in the 2022 municipal budget.

OTHERS CONSULTED:

CAO

ATTACHMENTS:

Draft Bylaw No. 2022-70

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BYLAW No. 2022-70

Being a Bylaw Permitting the Township of North Dundas to enter into an Agreement with Stoneshare Inc. to provide certain services to the Township relating to the implementation of a records management system.

WHEREAS the *Municipal Act*, 2001, S.O. 2001, Chapter 25, Section 5 (3), as amended, provides that the powers of the Municipality shall be exercised by bylaw.

AND WHEREAS the Council of the Township of North Dundas desires to execute an Agreement with Stoneshare Inc. for the purpose of providing certain services to the Township relating to the implementation of a records management system.

NOW THEREFORE the Council of The Corporation of the Township of North Dundas enacts as follows:

- 1.0** That the Mayor and CAO are hereby authorized to execute the initial contract attached hereto as Appendix “A” and forming part of this bylaw.
- 2.0** That the Mayor and CAO are hereby authorized to execute any additional change orders that may be required to effectively carry out this Agreement.
- 3.0** This Bylaw shall come into force and take effect on the day of signing.

READ and passed in Open Council, signed and sealed this 9th day of August, 2022.

MAYOR

CLERK

AGREEMENT
TERMS AND CONDITIONS

THIS AGREEMENT DATED: July 29, 2022.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS
a Municipality of the Province of Ontario,
(hereinafter referred to as the "Township")

OF THE FIRST PART

- and -

StoneShare Inc.
(hereinafter referred to as the "StoneShare")

OF THE SECOND PART

WHEREAS the Township wishes to retain the services of StoneShare Inc. to provide certain services to the Township relating to the implementation of a Records Management System.

AND WHEREAS the parties wish to provide general terms and conditions under which StoneShare will perform certain services for the Township;

NOW THEREFORE in consideration of the mutual covenants contained herein the parties agree as follows;

1.0 Purpose and Definitions

1.1 The purpose of this document is to:

- (a) provide general terms and conditions for StoneShare to provide services; and
- (b) identify StoneShare as being eligible to provide services to the Township.

1.2 The Statement of Work (SOW), that is to be carried out by StoneShare, is outlined in the Township Request for Proposal (RFP) and StoneShare's response. These documents are attached in Schedule A and Schedule B respectively.

1.3 In this Agreement the following terms shall have the following meanings;

- A. "Party" shall mean a party to this agreement.

- B. "Services" shall mean all services, labour, and materials required to complete the work set out in the SOW.
- C. "SOW" shall mean the Statement of Work prepared and as agreed to by the Parties.

2.0 Term of Agreement

- 2.1** The term of this Agreement shall be a period of one (1) year commencing as of the effective date set out at the beginning of this document.
- 2.2** Where mutually agreeable between the Township and StoneShare, the term of this Agreement may be extended or renewed in writing under the same terms and conditions for one (1) year periods, not to exceed four (4) additional years. Unless or until either party gives at least thirty (30) days written notice of termination prior to any of the first four (4) anniversary dates of the commencement date, the extension or renewal will be automatic without any further documentation or confirmation being required.

3.0 Performance

- 3.1** StoneShare will undertake the SOW as set out in the attached Schedules "A & B" and Services as scheduled by the Township and thereafter carried out by StoneShare to completion with due diligence and in a proper professional manner in accordance with generally accepted professional, industry standards. StoneShare shall make no change or alteration in the SOW or perform any additional Services without the Township written authorization, which authorization will not be unreasonably withheld or conditioned.

4.0 Duties of StoneShare

- 4.1** In the performance of the Services, StoneShare, where applicable, shall:
 - (a) Before starting the Services, appoint a competent, authorized representative acceptable to the Township to represent and act for StoneShare, to inform the Township in writing of the name and address of such representative, together with a clear statement of the individual's scope of authority to represent and act for StoneShare, and specify any and all limitations of such authority.
 - (b) Furnish at its own expense and cost any and all necessary labour, equipment, tools, transportation, materials, and such other items or work as may be necessary in the performance and completion of the Services other than such items the Township specifically agrees to furnish in writing.
 - (c) Comply with all applicable legislation, regulations, codes and rules of any governmental body having jurisdiction, including without limitation Ontario's *Workers' Compensation Act*. In addition to the foregoing and not in substitution, StoneShare must fully comply with all applicable safety legislation, regulations, codes and bylaws, whether Federal, Provincial, or local. In case of any overlap the more stringent will apply. It is the responsibility of StoneShare to ensure that all subcontractors, suppliers,

and employees employed by StoneShare in the performance of its obligations herein are aware of and conform to all applicable Federal, Provincial and local safety legislation, regulations, codes and rules, and the requirements of this Agreement.

- (d) Ensure a minimal interference or disruption with the Township's day to day operations and the operations of other agents, representatives or contractors on the premises.
- (e) Pay and discharge all valid taxes, lienable claims, charges or other impositions imposed or to be imposed by law on StoneShare or the Township arising out of, in connection with, or resulting from the Services performed. StoneShare agrees to indemnify the Township against any and all liability for any such taxes, lienable claims, charges or impositions except taxes imposed on Services that the Township has specifically agreed to pay for.

5.0 Fees Payable

5.1 The following fee structure will apply in relation to the Services:

- (a) The Township will pay StoneShare for its reasonable fees and disbursements in connection with Services performed. The method of billing fees and disbursements will be as set out in the SOW and agreed between the Township and StoneShare as confirmed in writing.
- (b) The fees payable will not exceed a total agreed amount unless the Township has provided prior written approval. If there is to be a contingency amount in addition to the total amount payable, no amount of such contingency may be paid to StoneShare as fees or otherwise without prior approval in writing from the duly authorized representative of the Township, acting reasonably.
- (c) Invoices will be payable by the Township for Services provided hereunder to the satisfaction of the Township, within thirty (30) days of receipt of an invoice in a form and with supporting documentation satisfactory to the Township. Fees will be paid in accordance with the Milestone Payment Schedule in the SOW.
- (d) Taxes are excluded from the prices herein. GST and/or HST, to the extent applicable, will be shown separately on all invoices and will be paid by the Township to StoneShare. StoneShare agrees to include its Business Number on all invoices and remit to the Canada Revenue Agency ("CRA"), pursuant to the provision of the *Excise Tax Act* (Canada), as amended from time to time, any taxes paid or due. If the provision regarding unregistered suppliers and "small suppliers" as defined in Section 148 of the *Excise Tax Act* applies, StoneShare should indicate this status on its invoices.

6.0 Time

- 6.1** In the event of any Force Majeure, reasonable time extensions or adjustments will be allowed by the Township.
- 6.2** "Force Majeure" means an event that results in either party being delayed or unable to perform any part of its obligations under this Agreement due to labor disputes, strikes, walkouts, fire, unusual delay by common carriers, unavoidable catastrophe, or circumstances of any kind beyond the control of such

party including without restricting the generality of the foregoing, acts of God, fire, war, provincial or federal governmental regulations in the case of the Township and all governmental regulations in the case of StoneShare. In such an event the affected party will be excused from the performance of any obligation to the extent that performance is prevented, hindered or delayed by such causes. Upon the occurrence of any such event, the affected party shall notify the other party and use reasonable efforts to remedy or correct the delay or failure to perform as soon as possible. The party delayed, hindered or prevented from performing any part of its obligations will not be liable to the other party for any damages, however sustained by the other party, or for any failure to perform any act, or nonperformance of any obligations due to any of these circumstances.

7.0 Insurance

- 7.1** StoneShare shall, prior to commencing provision of the Services, deposit with the Township proof of a comprehensive general and public liability insurance policy satisfactory to the Township in the amount not less than Five Million (\$5,000,000.00) Dollars, under which the Township shall be a named insured and shall thereafter maintain the same during the term of this Agreement. Certificates of insurance shall be delivered to the Township at least ten (10) days before the commencement of the Services being provided. All insurance coverage shall contain a term that the coverage will not be cancelled or materially altered without a minimum of thirty (30) days written notice being given to the Township of the proposed cancellation or change.

8.0 Indemnity

- 8.1** StoneShare shall be liable to and shall indemnify and hold harmless the Township, its employees, agents, officers, contractors, Councilor's, and agents from any and all loss or damage, including any and all third party claims, demands, actions or expenses, including legal costs on a full indemnity basis, whatsoever that may arise, directly or indirectly, out of any act, omission, negligence, willful harm or intentional wrongdoing of StoneShare or StoneShare's employees, agents, or subcontractors. In the event of any claim against the Township covered by Commercial General Liability coverage described in subsection 7.1, StoneShare agrees to defend the Township.
- 8.2** The Township will not be liable nor responsible for any bodily or personal injury or property damage of any nature that may be suffered by StoneShare, its employees, agents or subcontractors in the performance of the Agreement, except to the extent of any gross negligence or willful act on the part of the Township.
- 8.3** This Section 8.0 (Indemnity), and the indemnity and waivers contained herein, shall survive the termination or expiry of this Agreement, regardless of whether such termination may occur.

9.0 Independent Contractor

- 9.1** Nothing in this Agreement shall be construed so as to create or imply a partnership as between the Township and StoneShare. The Parties agree that StoneShare at all times will be acting as an independent contractor with respect to all of the Services performed under this Agreement, and neither StoneShare, including its agent contractor or employee, may be deemed for any purpose, to be the agent, servant or representative of the Township in the performance of such Services or in any matter dealt with herein.

9.2 StoneShare agrees to indemnify and save defend and hold harmless from time to time and at all times, the Township, its employees, Councilors and agents (collectively the Indemnified) from and against any and all claims, actions, causes of action, proceedings, interest, demands, costs (including legal costs on a full indemnity basis), assessments, fees, expenses, injury, charges, damages, expenses, liabilities, losses and obligation of any kind that may be incurred by, or asserted against any of the Indemnified in connection with or arising out of this Agreement or the Services provided hereunder. This indemnity shall survive the termination or expiry of this Agreement, howsoever it occurs.

10.0 Conflict of Interest

10.1 During the term of this Agreement, StoneShare must not engage in or provide, to any other person or company or entity, any service or act which would be reasonably perceived to be in direct conflict with the interest of the Township in respect of the Services being provided by StoneShare to the Township.

10.2 StoneShare must provide timely disclosure of any actual or potential conflict of interest for this project or any of the Services provided, including any arising from any common ownership or association with any party that has worked on or is working on any part of the project.

10.3 Any failure to provide timely disclosure of any potential conflict of interest, or failure to avoid engaging in or providing to any other company or entity any service or act which could be reasonably perceived to be in conflict with the interest of the Township in respect of the services being provided by StoneShare to the Township or in violation with any legislation regarding fair competition, will be grounds for terminating any engagement of StoneShare. Any such failure may also be noted on the performance record maintained by the Township for StoneShare.

10.4 No officer, employee or agent of StoneShare or its subcontractors may give to, or receive from, any official, officer, employee or agent of the Township, or a spouse or relative of any such person, any commission, fee, rebate or gift, other than courtesies of a nominal value, in connection with any Agreement for the performance of Services. Further, no director, employee or agent of StoneShare or its subcontractors may enter into any business arrangement with any official, officer, employee or agent of the Township that is not related to the Township's business. Without limiting the general audit rights under this clause, the Township may audit any and all records of StoneShare and its subcontractors in connection with this Agreement and the Services performed, and all transactions related thereto, for the purpose of determining whether there has been compliance with this clause.

11.0 Confidentiality and Privacy Legislation

11.1 All information including, without limitation, any technology of a proprietary or novel nature, disclosed to StoneShare by the Township, or by a third party to StoneShare as a representative on behalf of the Township (which, in addition to the confidentiality requirements hereunder will be kept confidential by StoneShare in accordance with the terms of its disclosure by such third party) or obtained or developed by StoneShare in the performance of Services under an Agreement, other than that which is common knowledge or within the public domain, will be the confidential property of the Township must not be divulged by StoneShare, except to duly authorized representatives of the Township. Such confidential information or property is not to be employed other than in the performance of Services for the

Township unless otherwise duly authorized by the Township in writing. These provisions will remain binding obligations on StoneShare after the completion, expiration or termination of the applicable Agreement until the Township reasonably determines that the confidential information referred to herein has become part of the public domain other than by the divulgence or use prohibited herein. This requirement does not prohibit StoneShare from complying with an order to provide information or data issued by a court or other authority with proper jurisdiction, or to act to correct or report a situation which StoneShare may reasonably believe to endanger the safety or welfare of the public.

- 11.2** All documents submitted to or received by the Township are subject to and governed by applicable privacy legislation, including, but not limited to the *Municipal Freedom of Information and Protection of Privacy Act*, as amended, and the *Freedom of Information and Protection of Privacy Act* (Ontario).

12.0 Reporting

- 12.1** StoneShare shall provide to the Township on a timely basis such deliverable or deliverables, or written confirmation of delivery thereof, in respect of the Services as set out in the Proposal and is agreed to by the parties and confirmed in writing. A deliverable may be in any form that is mutually agreed to, including without limitation a design, plan, set of record drawings, or report.

13.0 Intellectual Property

- 13.1** Unless otherwise agreed and confirmed in writing:

- (a) All material, including but not limited to programs, reports, notes, calculations, drawings, data, forms and other records prepared, created, written or recorded by StoneShare or the Township, will be and remain the property of the author or party who formulated such material.
- (b) During the term of the relevant Agreement, StoneShare shall have a non-exclusive, non-transferable license to use such material of the Township for the sole purpose of providing and completing the Services. Upon the termination or completion of this Agreement, StoneShare will promptly return such material to the Township whether completed or not; and
- (c) The Township shall hold a non-exclusive, non-transferable license to use such material of StoneShare developed or used in accordance with this Agreement and the Services developed hereunder.
- (d) Every invention, discovery or improvement developed by StoneShare in the course of, or in connection with, performing the Services under an Agreement where the invention, discovery or improvement has been initiated or directed or specifically requested by the Township, will be the property of StoneShare.

- 13.2** The parties acknowledge and confirm that any intellectual property that was developed prior to the relevant Agreement, or that was developed by StoneShare independently from such Agreement with the Township, or that was developed at the sole initiative of StoneShare without any prior initiation or direction or request from the Township, will be outside the scope of subsection 13.1.

- 13.3** In the event StoneShare's documents are subsequently reused or modified in any material respect

without the prior written consent of StoneShare, the Township agrees to indemnify StoneShare from any claims resulting from such unauthorized reuse or modification.

13.4 The parties acknowledge that any electronic files provided by StoneShare are largely for ease of use and convenience. However, as StoneShare is not able to ensure the authenticity or integrity or completeness of information provided in electronic format, the parties agree that in the event of any inconsistency between information provided by way of hard copies that have been stamped or sealed or both and information in electronic files, the information in hard copy that has been stamped or sealed or both will govern.

13.5 If StoneShare needs access to data of the Township in order to carry out a specific project described in detail in an Agreement incorporating this Agreement, the Township may on receiving such request grant a non-exclusive, non-assignable license to have access to and to use the data.

14.0 Records and Audit

14.1 To support all charges invoiced to the Township with respect to Services performed hereunder, StoneShare, for a period of seven (7) years after the performance of such Services, shall maintain a true and correct set of records pertaining thereto including, without limiting the generality of the foregoing the date and time worked, the location of the Services and the type of Services and invoices issued to the Township. StoneShare shall allow the Township to audit such records upon reasonable request provided however, that StoneShare shall have the right to exclude any trade secrets, formulas, or processes from any such audit. StoneShare must require each of its subcontractors to keep such records which similarly are to be open to inspection and audit by or on behalf of the Township.

14.2 StoneShare's obligations pursuant to subsection 14.1 shall survive the termination or expiry of this Agreement, howsoever it occurs.

15.0 Termination of an Agreement

15.1 This Agreement will continue in full force and effect from the date it is effective until terminated by either party on at least thirty (30) days written notice to the other. The termination of this Agreement will not relieve either party of its respective obligations and liabilities arising from or incidental to Services performed prior to the time of such termination.

16.0 Insolvency

16.1 Should StoneShare become insolvent or make an assignment for the benefit of creditors or be adjudicated bankrupt or admit in writing its inability to pay its debts generally as the same became due or should any proceedings be instituted by StoneShare under any provincial, territorial or federal law for relief of debtors or for the appointment of a receiver, trustee or liquidator of StoneShare, or should a voluntary petition in bankruptcy or for a reorganization or for an adjudication of StoneShare as an insolvent or a bankrupt be filed, or should an attachment be levied upon StoneShare's equipment, then upon the occurrence of any such event the Township will have the right to terminate this Agreement immediately together with all Services then being performed by StoneShare.

17.0 Assignment or Sub-consulting

17.1 StoneShare must not assign any obligations under this Agreement, or any part thereof, including any remuneration due to it, to any third party without the prior written consent of the Township, which consent will not be unreasonably withheld or conditioned. The assignment of this Agreement, if so, permitted by the Township, or the sub-contracting of any Services to be performed under the Agreement, will not relieve StoneShare of any obligations hereunder. StoneShare shall ensure that its subcontractors, if any; comply with the terms and conditions of each Agreement.

18.0 Successors and Assigns

18.1 This Agreement will be binding upon and endure to the benefit of the parties and their respective heirs, executors, administrators, receivers, trustees, successors, and approved assigns.

19.0 Legislation and Jurisdiction

19.1 This Agreement and the Services contemplated under the Statement of Work, will be subject to all relevant legislation, regulations, codes, and rules, whether federal, provincial or municipal pertaining to the location or locations where the Services are performed or furnished. In the event any provision of any Agreement incorporating this Agreement is found to be contrary to, or inconsistent with, any such legislation, regulation, code or rule, such provision will be conclusively deemed to be modified accordingly, but in all other respects the remainder of the Agreement will continue in full force and effect. It is agreed that any legal interpretation given to this Agreement will be governed by the laws in force in the Province of Ontario.

19.2 No action at law or in equity may be commenced or continued on any matter arising out of or connected with this Agreement other than in a court of competent jurisdiction in the Province of Ontario or on appeal to the Federal Court of Appeal or the Supreme Court of Canada.

20.0 Waiver

20.1 No previous waiver or course of dealing will affect either party's right to strict performance of any Agreement, or any work order or request for services.

21.0 Notices

21.1 All communications and notices required or permitted to be given under an Agreement, unless otherwise specifically provided for, must be given in writing to the parties at the numbers set out below, emailed to the individuals set out below, mailed (postage prepaid), or delivered to that party at its address as follows:

For the Township:

The Township of North Dundas
636 St. Lawrence Street
P.O. Box 489, Winchester, ON K0C 2K0

For StoneShare:

StoneShare Inc.
150 Elgin Street, 10th Floor
Ottawa, Ontario, K2P 1L4

Attention: Nancy Johnson, Clerk
Phone: (613) 774-2105
e-mail: njohnson@northdundas.com

Attention: Keith Carter, Chief Executive Officer
Phone: (613) 355-9339
e-mail: kcarter@stoneshare.com

- 21.2** Any notice or other communication given by delivery will be deemed to have been given as at the commencement of the next following business day, and any notice or other communication given by prepaid mail will be deemed to have been received on the fifth (5th) business day following deposit in the mail. In times of labour strikes or slow-downs affecting the mail delivery, notice will be effective only if delivered or given by other effective means or upon actual receipt. Any party may change its address for service by notice served as set out above.

22.0 Alteration of Terms

- 22.1** The parties hereto may only amend this agreement on consent, in writing.

23.0 Dispute Resolution

- 23.1** Any dispute between the parties as to the interpretation of, subject matter of, or in any way related to, this Agreement or documents incorporating this Agreement, is to be resolved by the two parties attempting to reach a fair and equitable resolution by using, in good faith, one or more of the following means, in the order listed, until a resolution is arrived at.

The parties may resolve disputes by:

- (a) negotiation;
- (b) mediation;
- (c) arbitration; or
- (d) legal proceedings in a court of competent jurisdiction.

- 23.2** In the event that the Parties choose to proceed by way of mediation, unless otherwise agreed to in writing by both parties, mediation will be in accordance with the procedures of the ADR Institute of Canada, Inc. (hereinafter sometimes referred to as the "Institute"), using as mediator a third-party neutral person either as mutually agreed to by the parties, or if the parties are unable to agree as selected by the Institute. In the event that the Parties agree to proceed by way of arbitration, unless otherwise agreed to in writing by both parties, arbitration is to be by way of a single arbitrator pursuant to the *Arbitration Act (Ontario)*, in accordance with the rules and procedures of the Institute.

24.0 Entire Agreement

- 24.1** This Agreement embodies the entire Agreement between the parties, superseding any prior Agreement, either oral or in writing, and may only be amended by a subsequent written instrument signed by both parties hereto.

25.0 Licensing of Township Data

- 25.1** Subject to the terms of the Agreement, the Township grants and StoneShare accepts a non-exclusive,

non-assignable license for access to and use of data of the Township and Township for the project, in accordance with the terms and conditions set out in this Agreement and including the Statement of Work.

- 25.2** StoneShare may only use the data of the Township necessary for the project identified in the Agreement (the “Data”), and only for the purpose of the project. Any documentation provided by the Township may be used only as needed in accordance with the authorized use of the Data.
- 25.3** StoneShare acknowledges that there are no limits to the number of licenses or rights that the Township may grant to Township in respect of the Data.
- 25.4** Title to and ownership of the Data and any modifications made to the Data will at all times remain with the Township.
- 25.5** StoneShare does not have any right or interest in the Data except as specifically provided in the Agreement.
- 25.6** Warranty Regarding Data
- (a) Warranty regarding Data – The Township does not represent or warrant that the Data will be correct or that use of the Data will be uninterrupted or error free.
 - (b) The Township disclaims any and all warranties and conditions concerning the Data, including any and all warranties and conditions of merchantability and fitness for any particular purpose, performance, and any and all warranties or implied warranties that might arise during the use of the Data.

IN WITNESS WHEREOF the parties hereto have executed this document as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

Per: Tony Fraser, Mayor
“I have authority to bind the Corporation.”

Per: Angela Rutley, CAO
“I have authority to bind the Corporation.”

STONESHARE INC.

STONESHARE INC.

Per: Keith Carter
Chief Executive Officer
"I have authority to bind the Corporation"

Schedule “A” – Request for Proposal

Schedule “B” – StoneShare Proposal

DELIVERED TO

The Township of North Dundas

DELIVERED ON

July 28, 2022

CHANGE REQUEST 001:

RECORDS MANAGEMENT SYSTEM

stoneshare

OTTAWA-GATINEAU (NCR)

Suite 101, Tower 1
200 Rue Montcalm
Gatineau, Quebec
J8X 3B5

TORONTO (GTA)

Suite 352
13-3120 Rutherford Road
Vaughan, Ontario
L4K 0B2

SEATTLE (WA)

Suite 1400
506 Second Avenue
Seattle, Washington
98104

NEW YORK (NY)

Suite 800
100 Church Street
New York, New York
10007-2621

 stoneshare.com
 info@stoneshare.com
 1.888.624.5086
 company/stoneshare
 stoneshare_inc

COMMERCIAL STATEMENT

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CONTACT

Keith Carter
Chief Executive Officer
StoneShare Inc.
Office: 1.888.624.5086 ext.222
Cell: 613.355.9339
kcarter@stoneshare.com

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stoneshare

1. BACKGROUND

The Township of North Dundas (the Township) would like StoneShare to increase the original scope and include onboarding activities for all departments within the Township.

2. ASSUMPTIONS

- The Township has six (6) departments to be onboarded to the new RMS. Onboarding will be accomplished in up to six (6) iterations, consisting of the following Onboarding groups:
 - Administration: Up to 40,000 Files
 - Recreation: Up to 95,000 Files
 - Public Works: Up to 25,000 Files
 - Planning, Building & Enforcement: Up to 80,000 Files
 - Landfill: Up to 2000 Files
 - Finance: Up to 130,000 Files
- The Township will be responsible for scanning and uploading any physical files for these groups.
- Each group onboarding will be scheduled for over a period of ten (10) business days.
- Work will be performed remotely.
- The Township will provide StoneShare with secure access to the migration source and target locations as well as sufficient privileges to access all content to be migrated.
- The Township will provide StoneShare with Administrator permissions in their Production SharePoint environment.

3. EXCLUSIONS

- Purchase or execution of a tool to fix embedded document links that are broken during migration.
- Purchase or execution of a tool to detect duplicate or near-duplicate files prior to migration.
- Change Management activities.
- Business Process re-engineering.
- Migration of content outside of the identified file share locations.
- Development of automated workflows and electronic forms.

4. CHANGE ITEMS

Please replace Sections 5.3 and 5.5 from StoneShare's Proposal and with the following:

5. PROJECT ACTIVITY TABLE

In the pages that follow, StoneShare has provided a Deliverable Table containing the major deliverables, assumptions and constraints that are included in a basic implementation of our TownSquare solution. The deliverables are described in detail, listed chronologically, and separated by Project Phase for ease of reference. A RACI model has been incorporated to assist the Township in understanding its responsibilities in the completion of each deliverable, and the deliverable format is outlined for further clarity.

The deliverables, and their associated definitions, are provided in the Deliverables Table below. For clarify, the following applies:

R = Responsible to performs the action/task.

A = Accountable that the action/task is completed.

C = Consulted before performing the action/task.

I = Informed after performing the action/task.

PROJECT ACTIVITY TABLE

TASK/DELIVERABLE	TASK/DELIVERABLE DESCRIPTION	TOWNSHIP	STONESHARE	ESTIMATE D STAFF TIME (HOURS)
DISCOVERY AND PLANNING PHASE				
Project Repository Deployment	<p>StoneShare will provide the Township with an instance of a SharePoint site, to be accessed via a supported browser or device, called the Project Repository. The Project Repository will be used to centralize and maintain all Project information (Project Contacts, Calendars, Documents, Lists, Templates, Forms, and Checklists); automate Project processes such as Deliverable Approvals; and provide a formal mechanism for the Township to provide feedback on Deliverables.</p> <p>Assumptions/Constraints</p> <ul style="list-style-type: none"> User access to the Project Repository will be determined jointly between the Township and StoneShare. Only approved personnel on both sides will have access. The Project Repository will be managed and maintained by StoneShare. The Project Repository will be populated collaboratively by StoneShare, and the Township as required. The Project Repository will remain open until Contract close. All Project Repository content will be provided to the Township within 30 days of contract close. This task will be completed remotely. This task does not require formal acceptance or sign-off. <p>Anticipated Township Task Assignments:</p> <ul style="list-style-type: none"> No anticipated tasks for the Township. 	I	R+A	0
Stakeholder Interviews	<p>StoneShare will conduct Stakeholder interviews with members of each of the Township Onboarding Groups as well as Information Technology and Records Management to gain clarity on any information previously provided by the Township and offer context for recommendations under development.</p> <p>Assumptions/Constraints:</p>	C	R+A	16

PROJECT ACTIVITY TABLE

TASK/DELIVERABLE	TASK/DELIVERABLE DESCRIPTION	TOWNSHIP	STONESHARE	ESTIMATE D STAFF TIME (HOURS)
	<ul style="list-style-type: none"> StoneShare will review and analyse all information provided by the Township prior to interviews. Stakeholder interviews will be designed to capture “current state” information. StoneShare will conduct up to eight (8) interview sessions of up to two (2) hours in length. This task will be completed remotely. This task does not require formal acceptance or sign-off. <p>Anticipated Township Task Assignments:</p> <ul style="list-style-type: none"> The Township will provide requested background information to StoneShare prior to interviews; and The Township IT, RM and Onboarding Group representatives will attend the interviews. 			
Detailed Project Plan and Schedule	<p>Working from the Project Schedule in this Proposal, StoneShare and the Township will develop a detailed Project Plan and Schedule that identifies deliverables, key milestones, timing, and resources.</p> <p>Assumptions/Constraints:</p> <ul style="list-style-type: none"> StoneShare will review the Project Plan with the Township and address questions and concerns until such time as the Project Plan and Project Schedule are finalized. StoneShare will provide a copy of the Project Plan in MS Project to the Township. The Township will have 3 days to review and approve this deliverable. The detailed Project Plan will be managed and maintained by StoneShare throughout the Project. StoneShare will use our own format for these deliverables. StoneShare will monitor the conformance of project activities to the Project Plan throughout the course of the project, making updates and adjustments to the Plan as required. StoneShare will provide input and support to the Communication and Change Management Plans. StoneShare will provide documentation and report of issues, resolution turnaround, and escalation processes. Assist in developing metadata requirements. 	C	R+A	8

PROJECT ACTIVITY TABLE

TASK/DELIVERABLE	TASK/DELIVERABLE DESCRIPTION	TOWNSHIP	STONESHARE	ESTIMATE D STAFF TIME (HOURS)
	<ul style="list-style-type: none"> This deliverable will be completed remotely. This deliverable requires formal acceptance or sign-off. <p>Anticipated Township Task Assignments:</p> <ul style="list-style-type: none"> The Township Project Manager will iterate with StoneShare to develop and finalize the Plan and Schedule 			
Project Kick-Off Meeting	<p>StoneShare will lead a Project Kick-Off with the Township for the purpose of introducing the project, reviewing the Scope of Work, reviewing the Project Schedule, and meeting the Township Project Team.</p> <p>Assumptions/Constraints</p> <ul style="list-style-type: none"> StoneShare will prepare for, and attend, one (1) meeting of up to one (1) hour. The Township will ensure that project stakeholders are available. This task will be completed remotely. This task does not require formal acceptance or sign-off. <p>Anticipated Township Task Assignments:</p> <p>The Township Project Team members will attend the meeting</p>	I	R+A	1
Project Status Meetings	<p>StoneShare will conduct weekly Project Status Meetings to report on the overall status of the project, discuss current and upcoming deliverables, highlight risks or issues, identify and review action items, and answer questions.</p> <p>Assumptions/Constraints:</p> <ul style="list-style-type: none"> StoneShare will conduct one (1) weekly Project Status Meeting of up to thirty (30) minutes in length. StoneShare will record all meeting minutes and will use our own format for this activity. StoneShare will post meeting minutes to the Project Repository Site upon completion. This task will be completed remotely. 	I	R+A	28

PROJECT ACTIVITY TABLE

TASK/DELIVERABLE	TASK/DELIVERABLE DESCRIPTION	TOWNSHIP	STONESHARE	ESTIMATE D STAFF TIME (HOURS)
	<ul style="list-style-type: none"> This task does not require formal acceptance or sign-off. Anticipated Township Task Assignments: <ul style="list-style-type: none"> The Township Project Team will attend weekly status meetings; and The Township Project Team will identify Risks and Issues as necessary.			
DESIGN PHASE				
Acceptance Test Plan	<p>StoneShare will provide an Acceptance Test Plan with Test Cases that are mapped to the Township functional requirements and demonstrate that the solution is working correctly in the Township environment.</p> <p>Assumptions/Constraints:</p> <ul style="list-style-type: none"> Non-functional testing is the responsibility of the Township. StoneShare will use its format for this deliverable. The Township will have 5 days to review and approve the final deliverable. This task will be completed remotely. This deliverable requires formal acceptance or sign-off. <p>Anticipated Township Task Assignments:</p> <ul style="list-style-type: none"> Designated members of the Township IT team will attend review meetings as required. The Township Project Team will review, comment, and approve this deliverable.	C	R+A	4
Migration Plan	<p>StoneShare will create Migration Plan that outlines the overall migration scope, approach, and estimated timelines. The Migration Plan will also describe roles and responsibilities and migration automation tools required for successful content migration.</p> <p>Assumptions/Constraints:</p>	C	R+A	8

PROJECT ACTIVITY TABLE

TASK/DELIVERABLE	TASK/DELIVERABLE DESCRIPTION	TOWNSHIP	STONESHARE	ESTIMATE D STAFF TIME (HOURS)
	<ul style="list-style-type: none"> • Migration includes documents, does not include the following: <ul style="list-style-type: none"> • Database files: .db, .mdb, etc. • Executable files: exe, dll • Web sites or web applications: html, asp, aspx • Large videos: sewer videos, etc. • Large image libraries • The migration plan will focus on migrating content from Network Drives. • The Township does not require automated fixing of links between documents. • The Township only requires migration from file shares to SharePoint. • Validation activities will be detailed. • The Township will have 5 days to review and approve this deliverable. • StoneShare will use its format for this deliverable. • This task will be completed remotely. • This deliverable requires formal acceptance or sign-off. <p>Anticipated Township Task Assignments:</p> <ul style="list-style-type: none"> • The Township Project Lead will provide an inventory of documents to be migrated; and <p>The Township Project Team will review and approve the Migration Plan.</p>			
CONFIGURATION PHASE				
Configuration and Validation	StoneShare will configure the TownSquare Information Architecture and trial features, such as saving to correct classification, retention assignment, templates, in-scope workflows, and security in the Township Test Environment.	C	R+A	1

PROJECT ACTIVITY TABLE

TASK/DELIVERABLE	TASK/DELIVERABLE DESCRIPTION	TOWNSHIP	STONESHARE	ESTIMATE D STAFF TIME (HOURS)
	<p>StoneShare will perform validation activities, according to the Test Plan, and upon successful completion provide the Township with documented results of the validation exercises.</p> <p>Assumptions/Constraints:</p> <ul style="list-style-type: none"> • The Township will provide StoneShare with secure, independent remote access to the Township environment and sufficient privileges to perform the required activities. • StoneShare will provide written and/or electronic documentation of test scripts to the Township unless an alternate access to test scripts is otherwise agreed upon. • This task will be completed remotely. • This task does not require formal acceptance or sign-off. <p>Anticipated Township Task Assignments:</p> <p>The Township IT staff will provide StoneShare remote access, and sufficient privileges.</p>			
Acceptance Testing	<p>StoneShare will facilitate testers from the Township Project Team in executing each of the Functional Test Cases.</p> <p>StoneShare will resolve any defects according to definitions and processes documented in the Test Plan.</p> <p>Assumptions/Constraints:</p> <ul style="list-style-type: none"> • Acceptance Testing will be executed in accordance with the Test Plan. • Acceptance Testing will not exceed five (5) unique users. • Acceptance Testing will not exceed three (3) hours. • The Township will provide computers and accounts configured for each tester, • StoneShare will track test results, in its own template, for each test case and provide a report to the Township. • StoneShare will be responsible for remediating defects related to the configuration. Any defects attributed to M365 will be ticketed with Microsoft. 	C	R+A	15

PROJECT ACTIVITY TABLE

TASK/DELIVERABLE	TASK/DELIVERABLE DESCRIPTION	TOWNSHIP	STONESHARE	ESTIMATED STAFF TIME (HOURS)
	<ul style="list-style-type: none"> The Township will have three (3) days to approve this deliverable. This task will be completed remotely. This deliverable requires formal acceptance or sign-off. <p>Anticipated Township Task Assignments:</p> <ul style="list-style-type: none"> The Township Testers will execute each of the Functional Test Cases in a facilitated session. The Township will provide computers and accounts configured for each tester; and <p>The Township will review and approve this deliverable.</p>			
System Administrator Training	<p>StoneShare will deliver System Administrator Training covering the following elements:</p> <ul style="list-style-type: none"> Training Objectives Terminology Solution Overview Logical Architecture Information Architecture Overview Security Configuration Solution Administration Audit Logs Search Service Application Application Catalogs Content Type Management Case Document Management Column Management Term Set Management Content Type Management 	C	R+A	4

PROJECT ACTIVITY TABLE

TASK/DELIVERABLE	TASK/DELIVERABLE DESCRIPTION	TOWNSHIP	STONESHARE	ESTIMATE D STAFF TIME (HOURS)
	<ul style="list-style-type: none"> Case Document Manage <p>Assumptions/Constraints:</p> <ul style="list-style-type: none"> StoneShare will prepare and present one (1) session of up to eight (8) hours in length. This session is intended for the Township Technical Staff and will be tailored to that audience. The session will be limited to five (5) attendees. StoneShare will use its own format for this deliverable. This task will be completed remotely. This task does not require formal acceptance or sign-off. <p>Anticipated Township Task Assignments:</p> <p>The Township IT staff will attend the session.</p>			
IMPLEMENTATION PHASE (REPEATABLE PHASE TO BE EXECUTED FOR EACH ONBOARDING GROUP)				
READINESS (CHANGE MANAGEMENT FOCUS)				
Solution Demonstration Sessions	<p>StoneShare will prepare and deliver Solution Demonstration sessions for each Onboarding Group. Each session will be structured to provide relevant information pertaining to functionality, the Onboarding process and key Roles and Responsibilities (including effort estimates). The purpose of these sessions will be to break down potential adoption barriers caused by uncertainty and establish a “what’s in it for me” for the users in attendance.</p> <p>Assumptions/Constraints:</p> <ul style="list-style-type: none"> StoneShare will conduct one (1) session of up to one (1) hour in length. The session will be limited to ten (10) Core Users. The Township will identify up to three (3) Onboarding Group Content Experts to work with StoneShare on subsequent tasks. 	C	R+A	1

PROJECT ACTIVITY TABLE

TASK/DELIVERABLE	TASK/DELIVERABLE DESCRIPTION	TOWNSHIP	STONESHARE	ESTIMATE D STAFF TIME (HOURS)
	<ul style="list-style-type: none"> This task will be completed remotely. This task does not require formal acceptance or sign-off. <p>Anticipated Township Task Assignments: The Township's Onboarding Group users will participate in training sessions.</p>			
Content Clean-up Workshop	<p>StoneShare will deliver a remote working session focused on Content Clean-up. The goal of the session is to provide knowledge transfer pertaining to content clean-up and migration as well as facilitate Onboarding Group Content Experts through a structured content Clean-up exercise prior to Onboarding activities.</p> <p>Assumptions/Constraints:</p> <ul style="list-style-type: none"> StoneShare will present one (1) session of up to one (1) hour in length. The session will be limited to ten (10) Onboarding Group Core Users. The Township will ensure that Onboarding Group Content Experts will be available during the session. StoneShare will use our own format for this task. This task will be completed remotely. This task does not require formal acceptance or sign-off. <p>Anticipated Township Task Assignments: The Township Onboarding Group Content Experts will attend the session and conduct clean-up exercises.</p>	C	R+A	8
ONBOARDING (MAPPING & RE-ORGANIZATION FOCUS)				
Content Reorganization and Classification	<p>StoneShare will facilitate Onboarding Group Content Experts in staging content to be migrated. Staging involves selecting the content to migrate, additional clean-up of redundant, obsolete, and trivial documents, and re-organizing content according to the Draft Information Architecture. StoneShare will introduce the process, tools and timeline, and guide Content Experts in the process of preparing and staging their content.</p>	I	R+A	24

PROJECT ACTIVITY TABLE

TASK/DELIVERABLE	TASK/DELIVERABLE DESCRIPTION	TOWNSHIP	STONESHARE	ESTIMATE D STAFF TIME (HOURS)
	<p>Assumptions/Constraints:</p> <ul style="list-style-type: none"> • These sessions will be limited to three (3) Content Experts. • Content Experts have authority over the organization of the content. • This task will be completed remotely. • This task does not require formal acceptance or sign-off. <p>Anticipated Township Task Assignments:</p> <ul style="list-style-type: none"> • Content Experts will participate in these workshops; and <p>The Township Records Manager will participate in these workshops as required.</p>			
Configuration Change(s)	<p>StoneShare will implement any changes to the Township TownSquare implementation resulting from Content Reorganization and Classification activities.</p> <p>Assumptions/Constraints</p> <ul style="list-style-type: none"> • The Township will provide StoneShare with secure, independent remote access and sufficient privileges to perform the required activities. • This task will be completed remotely. • This task does not require formal acceptance or sign-off. <p>Anticipated Township Task Assignments:</p> <p>No anticipated tasks for the Township.</p>	I	R+A	0
Network Drive Migration	<p>StoneShare will perform migration “dry-runs” and after all dry-run tests are error free, execute the planned content migration to the Solution. Upon completion StoneShare will verify that all staged content was migrated.</p> <p>Assumptions/Constraints:</p>	I	R+A	0

PROJECT ACTIVITY TABLE

TASK/DELIVERABLE	TASK/DELIVERABLE DESCRIPTION	TOWNSHIP	STONESHARE	ESTIMATE D STAFF TIME (HOURS)
	<ul style="list-style-type: none"> Network Drive Migration will <u>not exceed the totals listed in Section 1 for each department.</u> StoneShare will not migrate personal drives contents to the new solution The File Plan and Information Architecture will not change during migration until after going-live. This task will be completed remotely. This task does not require formal acceptance or sign-off. <p>Anticipated Township Task Assignments: No anticipated tasks for the Township.</p>			
Solution Validation	<p>StoneShare will apply the final configurations to Collaboration Sites in the Township Production environment and demonstrate the use of the sites to Onboarding Group Content Experts. StoneShare will then facilitate Onboarding Group Content Experts in validating that all content scheduled for migration was migrated and that they are able to find, access and upload their content in the new sites.</p> <p>Assumptions/Constraints:</p> <ul style="list-style-type: none"> The Township will ensure that Onboarding Group Content Experts will be available when required. Validation includes up to six (6) group Content Experts. Validation will take approximately three (3) hours to complete. Validation will not exceed one (1) business day per Onboarding group. This deliverable will be completed remotely. This deliverable requires formal acceptance and sign-off. <p>Anticipated Township Task Assignments:</p> <ul style="list-style-type: none"> The Content Experts will participate in these sessions; and <p>The Township Project Team will review and approve this deliverable.</p>	C	R+A	1

PROJECT ACTIVITY TABLE

TASK/DELIVERABLE	TASK/DELIVERABLE DESCRIPTION	TOWNSHIP	STONESHARE	ESTIMATE D STAFF TIME (HOURS)
User Training	<p>StoneShare will deliver Standard Operating Procedure (SOP)-based Training for Onboarding Group End Users, covering the following elements:</p> <ul style="list-style-type: none"> • Training Objectives • Terminology • RMS Solution Overview • Collaboration Site Navigation • Document Management • Creating folders • Creating Case document sets • Uploading a Document • Opening an existing document and saving as a new document • Classification of Documents • Searching for Documents • Creating Views and Alerts • Emailing links and attaching documents • Uploading email <p>Assumptions/Constraints:</p> <ul style="list-style-type: none"> • StoneShare will prepare and present one (1) session of up to three (3) hours in length. • The session will be limited to ten (10) Core Users. • StoneShare will use its own format for this deliverable. • This task will be completed remotely. • This task does not require formal acceptance or sign-off <p>Anticipated Township Task Assignments:</p>	I	R+A	30

PROJECT ACTIVITY TABLE

TASK/DELIVERABLE	TASK/DELIVERABLE DESCRIPTION	TOWNSHIP	STONESHARE	ESTIMATE D STAFF TIME (HOURS)
	The Township's Onboarding Group users will attend the session.			
Delta Migration	<p>StoneShare will perform one (1) delta migration to migrate any recent documents that were added or modified in the Staging area since the initial Migration.</p> <p>Assumptions/Constraints:</p> <ul style="list-style-type: none"> The Township will be responsible for removing access to the Staging file share prior to delta migration and for providing access to the live SharePoint sites after delta migration is complete. The Township's Onboarding Group Content Experts will validate the delta migration upon completion of Training. This task will be completed remotely. This task does not require formal acceptance or sign-off. <p>Anticipated Township Task Assignments:</p> <ul style="list-style-type: none"> The Township IT Team will lock the staging file share; and <p>The Township Content Experts from will validate this migration.</p>	C	R+A	0.5
RECORDS MANAGEMENT PHASE				
Records Management Configuration and Validation	<p>StoneShare will configure the Records Labels for the Onboarding Group site(s). Upon completion StoneShare will provide support to assist the Records Management team in validating that the Site(s) and Labels have been properly configured.</p> <p>Assumptions/Constraints</p> <ul style="list-style-type: none"> StoneShare will conduct up to two (2) sessions of up to four (4) hours. The Township will provide StoneShare with secure, independent remote access and sufficient privileges to perform the required activities. The session is intended for Records Management Staff only. 	I	R+A	24

PROJECT ACTIVITY TABLE

TASK/DELIVERABLE	TASK/DELIVERABLE DESCRIPTION	TOWNSHIP	STONESHARE	ESTIMATE D STAFF TIME (HOURS)
	<ul style="list-style-type: none"> StoneShare will use its format for this task. This task will be completed remotely This task does require formal acceptance or sign-off. <p>Anticipated Township Task Assignments:</p> <ul style="list-style-type: none"> The Township IT staff will provide StoneShare remote access, and sufficient privileges <p>The Township Records Management staff will participate in the scheduled sessions</p>			
Records Manager Training	<p>StoneShare will deliver Records Manager Training, covering the following elements:</p> <ul style="list-style-type: none"> Training Objectives Terminology ERDMS Solution Overview Collaboration Site Navigation Document Management Creating folders Creating Case document sets Uploading a Document Opening an existing document and saving as a new document Classification of Documents Searching for Documents Creating Views and Alerts Emailing links and attaching documents Uploading email Content Type Management Case Document Management 	I	R+A	18

PROJECT ACTIVITY TABLE

TASK/DELIVERABLE	TASK/DELIVERABLE DESCRIPTION	TOWNSHIP	STONESHARE	ESTIMATE D STAFF TIME (HOURS)
	<ul style="list-style-type: none"> • Column Management • Managed Term Set Management • Records Management • RM Compliance Overview • Records Declaration • Records Disposition • File Plan / Retention Schedule Management • IM Policy Management • IM Policy Association • Reporting and Auditing • eDiscovery • Holds <p>Assumptions/Constraints:</p> <ul style="list-style-type: none"> • This training is intended for Records Management Staff only. • StoneShare will prepare and present one (1) session of up to six (6) hours in length. • The session will be limited to three (3) attendees. • StoneShare will use its own format for this deliverable. • This task will be completed remotely. • This task does not require formal acceptance or sign-off <p>Anticipated Township Task Assignments:</p> <p>The Township's Records Managers will attend this session.</p>			

6. PROPOSED SCHEDULE OF ACTIVITIES AND TIMELINES

StoneShare's Project Schedule is the output of one of our earliest activities because it is a deliverable that is tightly influenced by the final Project Plan and the Township's availability. At this stage StoneShare does not provide a detailed Project Schedule with set dates as we have not yet had an opportunity to ensure those dates and timelines will work for the Township. With these considerations in mind, StoneShare is proposing the following High-Level Project Schedule.

HIGH LEVEL PROJECT SCHEDULE																												
PHASE	WEEK																											
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
DISCOVERY AND PLANNING PHASE																												
Project Repository Deployment																												
Stakeholder Interviews																												
Detailed Project Plan and Schedule																												
Project Kick-Off Meeting																												
Project Status Meetings																												
DESIGN PHASE																												
Solution Architecture																												
Information Architecture																												
Test Plan and Test Cases																												
Migration Plan																												
CONFIGURATION PHASE																												
Configuration																												
Acceptance Testing																												
System Administrator Training																												
IMPLEMENTATION PHASE																												
Administration (Pilot Group)																												
Finance																												
Recreation																												
Public Works																												
Planning																												
Landfill																												
RECORDS MANAGEMENT PHASE																												
Configuration																												
Records Manager Training																												

Please replace Sections 1.3 from StoneShare's Financial Proposal and with the following:

7. PAYMENT SCHEDULE

RECORDS MANAGEMENT SYSTEM	
ITEM	COST
Software (not applicable)	\$0
Implementation / Testing	\$112,000
Third Party Product (not applicable)	\$0
Backup & Restore (not applicable)	\$0
Annual Maintenance (not applicable)	\$0
Training	\$9,500
Other (not applicable)	\$0
Ongoing Support Costs (not applicable)	\$0
Sub Total	\$121,500
HST	\$15,795
Total	\$137,295

Pricing Assumptions

- Estimate EXCLUDES applicable taxes
- All prices are in Canadian Dollars.
- Invoices will be due and payable NET 30 days from the presentation.

7.1. BILLING SCHEDULE

BILLING SCHEDULE		
PROJECT ACTIVITY	ESTIMATED BILLING DATE	FEE (\$)
Milestone 1: Discovery and Planning Phase complete	August 31, 2022	\$7,500
Milestone 2: Design and Configuration Phases complete	September 23, 2022	\$12,000
Milestone 3:	October 14, 2022	\$30,000

<ul style="list-style-type: none"> Administration Onboarding complete Finance Onboarding complete 		
Milestone 4: <ul style="list-style-type: none"> Recreation Onboarding complete Public Works Onboarding complete 	November 11, 2022	\$30,000
Milestone 5: <ul style="list-style-type: none"> Planning Onboarding complete Landfill Onboarding complete 	November 25, 2022	\$30,000
Milestone 6: Records Management Phase complete	December 16, 2022	\$12,000
Sub Total	\$121,500	
HST	\$15,795	
Total	\$137,295	

Pricing Assumptions

- All prices are in Canadian Dollars.
- Invoices will be due and payable 30 days after invoice submission date.
- Remote Solution Support is optional.

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS	
Signatory	
Name	Tony Fraser
Title	Mayor
Date	
Signatory	
Name	Angela Rutley
Title	CAO
Date	



ACTION REQUEST – BYLAW

Clerk

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Bylaw No. 2022-01 Officers and Committees Update – August 2022

RECOMMENDATION:

THAT Bylaw No. 2022-01 being a Bylaw to appointment Officers, Agents, Staff, Committees of Council and Recreation Associations be amended as presented this 9th day of August, 2022.

BACKGROUND:

The Officers and Committees bylaw is a fluid document that requires changes, amendments and updating from time-to-time to ensure accuracy. The people and/or positions changed are highlighted in the attached bylaw and summarized below:

- Removal of Khurram Tunio as Director of Public Works and from the Site Plan Review Committee
- Removal of Johanna Barkley as Deputy Treasurer
- Addition of Chloe Preston as Civil Marriage Officiant
- Removal of Dirk Testerink as an on-call Building Inspector
- Removal of Nicole McDonald from the Property Standards Committee and the Committee of Adjustment

OPTIONS AND DISCUSSION:

1. **Approve the recommendation** - recommended.
2. **Do not approve the recommendation** - not recommended.

FINANCIAL ANALYSIS:

N/A

ATTACHMENTS:

Bylaw No. 2022-01

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BYLAW No. 2022-01

A Bylaw for the Appointment of Officers, Agents, Staff, Committees of Council and Recreation Associations

WHEREAS it is necessary for the Municipal Council to pass bylaws for the appointment of Municipal Officers, Agents, Staff and Committees of Council as referenced in the *Municipal Act*, S.O. 2001, c.25;

AND WHEREAS it is deemed appropriate for Municipal Council to recognize organizations that support Township of North Dundas recreation activities;

AND WHEREAS, the Mayor shall be a member Ex-Officio, of all Committees;

NOW THEREFORE the Council of the Corporation of the Township of North Dundas enacts as follows:

- 1.0** That By-law No. 2021-01 be hereby repealed.
- 2.0** That Schedule A attached hereto forms part of this Bylaw.
- 3.0** That this Bylaw takes effect on the day of passing.

READ and passed in Open Council, signed and sealed this 18th day of January, 2022.

**Amended this 17th day of May, 2022.
Amended this 9th day of August, 2022.**

MAYOR

CLERK

Schedule A
Bylaw 2022-01

<u>COUNCIL</u>	
MAYOR DEPUTY MAYOR COUNCILLOR COUNCILLOR COUNCILLOR	Tony Fraser Allan Armstrong John Thompson Gary Annable Theresa Bergeron
COUNTY COUNCIL ALTERNATE	John Thompson

<u>OFFICERS, AGENTS AND STAFF</u>	
CHIEF ADMINISTRATIVE OFFICER (CAO) EMERGENCY PLANNING ADMINISTRATIVE OFFICIAL HUMAN RESOURCES MUNICIPAL HEAD RELATING TO OMBUDSMAN ACT	Angela Rutley
TREASURER	John J. Gareau
DEPUTY TREASURER	Johanna Barkley
TAX COLLECTOR	Michelle McDonell
CLERK DIRECTOR OF CORPORATE SERVICES DIVISION REGISTRAR MARRIAGE LICENCE ISSUER CIVIL MARRIAGE OFFICIANT LOTTERY LICENSING OFFICER MUNICIPAL ELECTIONS RETURNING OFFICER MUNICIPAL HEAD RELATING TO FREEDOM OF INFORMATION ACT	Nancy Johnston
DEPUTY DIVISION REGISTRAR DEPUTY MARRIAGE LICENCE ISSUER	Laurie Gibson
DEPUTY CLERK EXECUTIVE ASSISTANT TO THE CAO DEPUTY LOTTERY LICENSING OFFICER MUNICIPAL ELECTIONS DEPUTY RETURNING OFFICER CIVIL MARRIAGE OFFICIANT	Chloe Preston
DIRECTOR OF PLANNING, BUILDING & ENFORCEMENT ZONING ADMINISTRATOR	Calvin Pol
JUNIOR PLANNER	Danielle Ward
DEPUTY CLERK & EXECUTIVE ASSISTANT TO THE DIRECTOR OF PLANNING, BUILDING & ENFORCEMENT PROPERTY STANDARDS COMMITTEE SECRETARY COMMITTEE OF ADJUSTMENT SECRETARY	Brina Whitley
CHIEF BUILDING OFFICIAL BUILDING INSPECTOR PROPERTY STANDARDS OFFICER BY-LAW ENFORCEMENT OFFICER	Jacob Forget
BUILDING INSPECTOR	Emily Beach

Schedule A
Bylaw 2022-01

APPLICATIONS EXPEDITOR	
DEPUTY CHIEF BUILDING OFFICIALS	Harry Hutchison Gary Poupart
BUILDING INSPECTOR	Jason Forget
BUILDING INSPECTORS (On Call)	Dirk Testerink Donald Lewis Hilton Cryderman
MUNICIPAL ENGINEERING CONSULTANTS	CIMA+ Canada Inc. (Primary) exp Services Inc. (Secondary)
DIRECTOR OF PUBLIC WORKS	Khurram Tunie
CIVIL MARRIAGE OFFICIANT DEPUTY MARRIAGE LICENCE ISSUER	MaryLynn Plummer
PATROL SUPERVISOR	Jamie Cheney
DRAINAGE SUPERINTENDENT	Jamie Cheney Danielle Ward
DIRECTOR OF RECREATION & CULTURE	Meaghan Meerburg
FACILTIES MANAGER	Tom Dekker
RECREATION COORDINATOR	Brandon Cousineau
DIRECTOR OF WASTE MANAGEMENT	Douglas Froats
ECONOMIC DEVELOPMENT & COMMUNICATIONS OFFICER EMERGENCY INFORMATION OFFICER	Stephen Mann
FIRE COMMISSIONER	Allan Armstrong (p)
FIRE DEPARTMENT LIAISON	Michael Gruich
FIRE CHIEFS	Ken Byers Raymond Sherrer Daniel Kelly Michael Gruich
DEPUTY FIRE CHIEFS	Trevor Carruthers Donald Levere Sandy Johnston Dave Lannin
SENIOR MUNICIPAL BYLAW ENFORCEMENT OFFICER	
INTERMEDIATE MUNICIPAL BYLAW ENFORCEMENT OFFICER COMMUNITY EMERGENCY MANAGEMENT COORDINATOR	Nicolas Hubble
BYLAW ENFORCEMENT OFFICERS (as determined by the Township of Russell)	Roxanne Garland Millie Bourdeau
AMPS HEARING OFFICER	John Ralko
AMPS SCREENING OFFICERS	Brandon Cousineau Danielle Ward
BYLAW ENFORCEMENT OFFICERS (for the purpose of issuing parking tickets)	Jamie Cheney Greg Stewart Barry Giberson Daniel Kelly

Schedule A
Bylaw 2022-01

ANIMAL CONTROL BY-LAW ENFORCEMENT OFFICER	Kevin Casselman
LIVESTOCK POUND KEEPER(S)	William Toll (p) Richard Scheepers (p)
LIVESTOCK EVALUATORS	Richard Scheepers (p)
FENCEVIEWERS	Brent Copeland (p) Larry Stewart (p) Gerry Boyce (p)
WEED INSPECTOR (Appointed by County)	Peter Leyenaar
SITE PLAN REVIEW TEAM	Angela Rutley Calvin Pol Doug Froats Khurram Tunio Stephen Mann Jacob Forget Danielle Ward (Secretary)
MUNICIPAL SOLICITORS	Ault & Ault Law Office Cunningham Swan Lawyers
MUNICIPAL AUDITORS	BDO Canada LLP
CLOSED MEETING INVESTIGATOR SERVICES	LAS-AMO (Local Authority Services)
INTEGRITY COMMISSIONER	Cunningham Swan Lawyers Tony Fleming

COMMITTEES OF COUNCIL	
ART ON THE WATERFRONT COMMITTEE	Council Representative John Thompson (np) (Members as determined by the Committee from time to time)
CANADA DAY COMMITTEE	Council Representative Tony Fraser (np) (Members as determined by the Committee from time to time)
CHESTERVILLE GREEN ACTION GANG	Council Representative John Thompson (np) (Members as determined by the Committee from time to time)
CHESTERVILLE CARNIVAL COMMITTEE	Council Representative John Thompson (np) (Members as determined by the Committee from time to time)

Schedule A
Bylaw 2022-01

CHESTERVILLE AND DISTRICT HISTORICAL SOCIETY	Council Representative John Thompson (np) (Members as determined by the Organization from time to time)
WINCHESTER DOWNTOWN REVITALIZATION COMMITTEE	Council Representative (np) Gary Annable (Members as determined by the Committee from time to time)
DAIRYFEST COMMITTEE	Council Representative Theresa Bergeron (Members as determined by the Committee from time to time)

OTHER COMMITTEES AND ASSOCIATIONS	
COMMITTEE OF ADJUSTMENT	Shirley Coons (p) Nicole McDonald (p) Jo-Anne McCaslin (p) Gary Annable (p) John Havekes (p)
MUNICIPAL EMERGENCY CONTROL GROUP	(As authorized by and stated in the North Dundas Emergency Plan) Head of Council CAO Director of Public Works Community Emergency Management Coordinator Emergency Information Officer Council Representative John Thompson (np) Gary Annable (np)
SD&G ACCESSIBILITY COMMITTEE	North Dundas Representative Al Lummiss (np)
EMERGENCY PLANNER	Kevin Spencer (p)
EMERGENCY INFORMATION OFFICER (A)	Chloe Preston
COMMUNITY EMERGENCY MANAGEMENT CO-ORDINATOR (A)	Daniel Kelly
EMERGENCY MANAGEMENT PROGRAM COMMITTEE CHAIR	Daniel Kelly
EMERGENCY MANAGEMENT PROGRAM COMMITTEE	(As authorized by and stated in the North Dundas Emergency Plan) Head of Council CAO Director of Public Works Community Emergency Management Coordinator Emergency Information

Schedule A
Bylaw 2022-01

	Officer Council Representative John Thompson (np) Gary Annable (np)
COMMUNITY IMPROVEMENT PLAN COMMITTEE	Council Representatives (np) Allan Armstrong Gary Annable (A) Municipal Representative Angela Rutley Municipal Representative Calvin Pol Municipal Representative Stephen Mann Community Representative Vince Zandbelt (np)
FIRE STEERING COMMITTEE	Composed of the Fire Commissioner, Fire Chiefs and Deputy Fire Chiefs
MUNICIPAL HERITAGE COMMITTEE	(Members as determined by the Committee from time to time)
DUNDAS COUNTY ARCHIVES COMMITTEE	North Dundas Representatives Darlene Fawcett Brienne Scott Nancy Johnston Tony Fraser Eric Duncan (non-voting member)
NORTH DUNDAS MOVIE COMMITTEE	Aaron Dellah (np) (Members as determined by the Committee from time to time)
PARADE OF LIGHTS COMMITTEE	(Members as determined by the Committee from time to time)
PROPERTY STANDARDS COMMITTEE	Shirley Coons (p) Nicole McDonald (p) Donald Johnston (p) Gary Annable (p) John Havekes (p)
RECREATION COMMUNITY GRANT REVIEW COMMITTEE	Council Representative(s)(np) Gary Annable Theresa Bergeron Angela Rutley Meaghan Meerburg
RIDEAU VALLEY CONSERVATION AUTHORITY	Gerry Boyce Representative (np)
SOUTH NATION CONSERVATION AUTHORITY	William Smirle Representative (np)
<u>Recreation Associations</u> Marionville Ormond/Harmony/Cloverdale South Mountain Morewood	(Members as determined by the Associations from time to time)

Schedule A
Bylaw 2022-01



ACTION REQUEST – BYLAW

Chief Administrative Officer

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Bylaw Nos. 2020-59 & 2022-73 - Water and Sewer Capital Charges

RECOMMENDATION:

THAT Bylaw No. 2020-59, being a Bylaw to set general capital charges for water and sanitary sewer municipal connections in the Township of North Dundas, as amended, be read and passed in Open Council, signed and sealed this 9th day of August, 2022.

AND THAT Bylaw No. 2022-73 being a Bylaw to set capital charges for water and sanitary sewer municipal connections on County Rd 3/Main St West in the Township of North Dundas be read and passed in Open Council, signed and sealed this 9th day of August, 2022.

BACKGROUND:

At the July 7th Council meeting, Council was presented with a request from Wellings of Winchester to reduce fees for the next phase of their development to be more in line with the first phase. Council asked the CAO to provide information on potential water and sanitary sewer capital charge reductions and options to finance any shortfall in funds as a result of the fee reduction. The capital charges are planned to finance the sanitary sewer upgrades currently being designed for the West end of Winchester.

Options were presented at the July 12th Council meeting. At that meeting Council asked “staff to revise the general water and sewer capital charge bylaw to reduce the charge for senior-oriented dwellings by 25%”. Council also indicated support for establishing a cap on the County Road 3/Main St West sanitary sewer capital charge at 20 residential sewer units per developer, per property.

The revised bylaws are attached for Council consideration. In both cases, the effective date noted in the bylaw is July 12, 2022. Any resulting decreases to amounts received from July 12, 2022 to date will be credited or refunded to the applicant.

Bylaw 2022-73 County Rd 3 (West of Main Street) Sanitary Sewer Capital Charge:

The bylaw has been revised to include the same categories as the general water and sanitary sewer bylaw. For example, a single, semi or townhome is 1 sanitary unit and a Senior-Oriented Dwelling Units is 0.485 sanitary units. A cap of 20 residential sanitary units per developer per property has been included. Commercial units are not part of the cap.

Sections 8.4 and 8.5 state the following:

- 8.4 The number of sanitary sewer residential units that will be charged per property to the same developer, under this Bylaw, will be capped at 20 sanitary units. To clarify, as per the current allocation bylaw, a single home is 1.0 sanitary sewer unit and a Senior-Oriented Dwelling Unit is 0.485 sanitary sewer units.
- 8.5 There is no cap on the number of commercial/non-residential sanitary sewer units to be charged per property.

Below is the capital rate table that is included as Schedule A to the bylaw.

New buildings that connect to the municipal sanitary sewer system on County Road #3, (west of Main St.) shall be charged the following sewer capital rate:

Effective Date	Capital Cost	Single, Semi or Townhomes	Apartment 2 Bedrooms+	Apartment – Bachelor or 1 Bedroom Unit	Other Multiples	Senior-Oriented Dwelling Units	Special Care/Special Needs Dwelling Units
August 9, 2022 – December 31, 2022	Sanitary Sewer	\$7,124.48	\$5,222.24	\$3,312.88	\$5,699.58	\$3,455.37	\$1,175.54
August 9, 2022 – December 31, 2022	Sanitary Lateral	\$7,856.40	\$7,856.40	\$7,856.40	\$7,856.40	\$7,856.40	\$7,856.40

Bylaw 2020-59 General Water and Sanitary Sewer Capital Charges:

The bylaw has been revised to reduce the capital charges for a Senior-Oriented Dwelling Unit by 25%. The resulting charges are shown below.

Senior Oriented Dwelling Unit Capital Charge	Existing 2022 rate	Proposed rate effective July 12, 2022
Water	\$1,525	\$1,144
Sanitary Sewer	\$2,949	\$2,212
Total	\$4,474	\$3,356

OPTIONS AND DISCUSSION:

- 1. Approve the recommendations**
- 2. Do not approve the recommendation**

FINANCIAL ANALYSIS:

Reducing the general water and sewer capital charge for Senior-Oriented Dwelling Units (SODU) by 25% is a reduction of \$1,118 per SODU. As of July 12, 2022, water and sewer allocations have been approved for 196 SODU that would be impacted by any change in the capital fees. The proposed fee reduction would result in a \$219,128 loss of revenue.

Establishing a 20 residential sanitary sewer unit cap per developer, per property means that it will take longer to recoup the cost of the sanitary system extension than it would without establishing a cap. It does not mean that the Township can't recoup the total cost of the original sanitary system extension. Funds collected from the County Road 3 extension are used to fund other water and sewer expansion projects.

OTHERS CONSULTED:

Council

ATTACHMENTS:

Bylaw 2020-59 General water and sanitary sewer capital charges with changes highlighted
Bylaw 2022-73 County Road 3/Main St West capital charge – new bylaw

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BY-LAW No. 2020-59

Being a By-law to set capital charges for water and sanitary sewer connections in the Township of North Dundas

WHEREAS the *Municipal Act*, S.O. 2001, c. 25, Section 11 provides that a municipality may pass by-laws respecting matters within the sphere of public utilities;

AND WHEREAS the *Municipal Act*, S.O. 2001, c. 25, Section 391 authorizes a municipality to pass by-laws imposing fees or charges on any class of persons for services or activities provided or done by or on behalf of it, and that fees or charges for capital costs related to services or activities may be imposed on persons not receiving an immediate benefit from the services or activities but who will receive a benefit at some later point in time;

AND WHEREAS the *Municipal Act*, S.O. 2001, c. 25, Section 398 authorizes the collection of water and sewer fees and charges in the same manner as municipal taxes;

AND WHEREAS the Council of The Corporation of the Township of North Dundas has approved recommendations in the Drinking Water and Wastewater System Rate Report and Drinking Water Financial Plan prepared by Sharratt Water Management Ltd for the Township's Water and Wastewater Systems that are consistent with the requirements of the *Sustainable Water and Sewage Systems Act, 2002*;

AND WHEREAS the recommendations included setting capital charges for water and sanitary sewer connections in the villages of Winchester and Chesterville to facilitate lifecycle planning, support sustainability and economic development, and provide a fair, affordable and equitable service to the users of the system;

NOW THEREFORE the Council of the Township of North Dundas enacts as follows:

1.0 Short Title

1.1 That this By-law shall be known as the "Capital Charges for Water and Sanitary Sewer Connections By-law".

2.0 Definitions

For the purposes of this By-law, the following definitions shall apply:

2.1 *Apartment* means a dwelling or residential building containing three or more dwelling units, all having a common entrance from the outside or a common hall or halls, and shall include *Back-to-Back and Stacked Townhouse* (2+ bedrooms), but shall not include a townhouse or row dwellings.

2.2 *Back-to-Back and Stacked Townhouse* means a building containing a minimum of six and no more than sixteen dwelling units that is divided vertically or horizontally, where each unit is divided by a common wall, including a common rear wall without a rear yard setback and whereby each unit has an independent entrance from the outside accessed through the front yard or exterior side yard.

2.3 *Bedroom* means a habitable room larger than seven square metres, including a den, study, or other similar area, but does not include a living room, dining room, bathroom or kitchen.

- 2.4** *Duplex* shall mean a building that is divided horizontally into two (2) dwelling units, each of which has an independent entrance either directly or through a common vestibule.
- 2.5** *Dwelling Unit* means one or more habitable rooms in which sanitary conveniences are provided for the exclusive use of the occupants and in which a single kitchen is provided, and with an independent entrance either directly from the outside of the building or through a common corridor or vestibule inside the building.
- 2.6** *Existing Residential Building* means a residential building which can be occupied and used for residential use, and has been in existence for a minimum of two years.
- 2.7** *Mixed Use* means land, building or structures used or designed or intended for a combination of non-residential uses and residential uses;
- 2.8** *Multiple Dwelling* means a residential building containing three (3) or more separate dwelling units other than a townhouse. This definition may include a senior citizens apartment.
- 2.9** *Non-Residential Uses* means uses of land, buildings or structures for purposes other than a dwelling unit and shall include commercial, institutional, industrial uses, and other such uses and excluding agricultural uses.
- 2.10** *Residential Use* means land, buildings or structures of any kind whatsoever used, designed or intended to be used as living accommodations for one or more individuals.
- 2.11** *Row Dwelling / Townhouse* means a building or structure consisting of a series of three (3) or more dwelling units, but not more than eight (8) units in a continuous row divided vertically into separate dwelling units by a common wall above grade.
- 2.12** *Secondary Dwelling Unit* means a dwelling unit that is subsidiary to and located in the same building as an associated principal dwelling unit; and its creation does not result in the creation of a semi-detached dwelling, row dwelling or a multiple dwelling.
- 2.13** *Semi-detached Dwelling* means a residential building that is divided vertically into two (2) dwelling units.
- 2.14** *Senior Oriented Dwelling* means a dwelling unit specifically designated for seniors to provide an age-targeted residence, primarily for persons who are either retired or close to retirement, which is part of a complex of 30 or more similar units, and shall have access to shared common facilities, sometimes with indoor and outdoor swimming pools, exercise facilities, craft rooms, demonstration kitchens, and decks and patios for gathering, but shall not include a single detached dwelling.
- 2.15** *Single Detached Dwelling* means a residential building consisting of only one dwelling unit.
- 2.16** *Special Care/Special Needs Dwelling* means a building where the occupants have the right to use in common, halls, stairs, yards, common rooms, and accessory buildings; which shall not have exclusive sanitary and/or culinary facilities, that is designed to accommodate persons with specific needs, including independent permanent living arrangements, and where support services such as meal preparation, grocery shopping, laundry, housekeeping, nursing, respite care and attendant services are

provided at various levels. Special care/special needs dwellings include, but are not limited to, retirement homes and lodges, nursing homes, charitable dwellings, accessory dwellings and group homes.

- 3.0** No new development shall be permitted to be serviced on private services (well and/or septic system) where piped municipal services are readily available, or where they could be reasonably extended, as determined by Council.
- 4.0** Prior to connection to the municipal water and/or sewer systems, the applicant shall first obtain a connection permit from the Township at the rate set out in the rate by-law.
- 5.0** Prior to connecting to the existing water and sanitary sewer mains in the Township, the applicant shall pay the capital charges as determined in Section 7.
- 6.0** With respect to any building which is already connected to either the Water Distribution System or the Sanitary Sewage Collection System, or both, and requires a Building or Change of Use Permit under the Building Code, a Water Capital Charge and/or Sanitary Sewage Capital Charge shall be payable and shall be determined as follows:
 - 6.1** The Municipality shall determine the new charge payable in accordance with Section 7.
 - 6.2** The Owner of land shall receive, where applicable, one of the following credits against the amount determined under 6.1:
 - 6.2.1** The amount which applied to the use for the building in question which was in effect as of January 1, 2015; or,
 - 6.2.2** For any land which has previously paid a Water Capital Charge or a Sanitary Sewage Capital Charge under this By-Law, the amount previously paid when such land was last assessed a Water Capital Charge or a Sanitary Sewage Capital Charge.
 - 6.2.3** Where a building has been razed or demolished within the last year, the above credits apply as if the building still existed.
 - 6.3** Where the credit under 6.2 exceeds the amount of the Water Capital Charge or Sanitary Sewage Capital Charge being imposed, the amount of such charge shall be zero but there shall not be any repayment to an Owner.
- 7.0 Water/Sewer Unit Determination**
 - 7.1** Water and Sewer residential units will be allocated according to By-law No. 2020-23.
 - 7.2** The number of commercial / non-residential water units will depend upon the proposed development and will be as determined by the Director of Public Works.
 - 7.3** The number of commercial *sewer units* will be equivalent to water units and reviewed in consideration of Ontario Building Code (OBC).
 - 7.4** The fees for water and sewer allocation for residential and commercial / non-residential will be determined in accordance with Schedule "A".
 - 7.5** Notwithstanding subsections 7.1, 7.2 and 7.3, the minimum number of water and *sewer units* shall each be one (1).

8.0 *First Year, Non-Residential / Commercial, Capital Rate Adjustment*

For a period of one year after occupancy and the start of water usage as determined by the Township, the municipality may determine the actual amount of metered water that was used over the year and recalculate the number of *water and sewer units* and the capital charge based on this flow. A refund for overpayment or a bill for additional amounts outstanding will be issued to the property owner.

- 9.0** If any provision or requirement of this By-law, or the application thereof to any person or land shall, to any extent, be held to be invalid or unenforceable by any court of competent jurisdiction, the remainder of the By-law, or the application of it to all persons, other than those in respect of whom it is held to be invalid or unenforceable shall not be affected thereby, and each provision and requirement of this By-law shall be separately valid and enforceable.
- 10.0** If any amount charged under this By-law remains unpaid thirty (30) days after it has been invoiced, the outstanding amount will be added to the tax roll for the property to which it applies and collected in the same manner as municipal taxes.
- 11.0** All former By-laws or resolutions contrary to and inconsistent with all or any part of this By-Law (2020-59) are hereby repealed including By-Law No. 60-2014.

READ a first time in Open Council, this 15th day of December, 2020.

READ a second and third time and passed in Open Council, signed and sealed this 9th day of March, 2021.

AMENDED this 9th day of August, 2022 by Resolution No. _____

MAYOR

CLERK

**Schedule “A”
To By-law No. 2020-59**

FEES AND CHARGES

- Capital Charge for Connections

Effective Date	Capital Charges	Singles Semis & Townhomes	Apartments 2 Bedrooms+	Apartment-Bachelor and 1 Bedroom Units	Other Multiples	Senior-Oriented Dwelling Unit	Special Care/Special Needs Dwelling Units
July 12, 2022 – December 31, 2022	Water Services	\$3,156	\$2,314	\$1,473	\$2,525	\$1,144	\$526
July 12, 2022 – December 31, 2022	Sewer Services	\$6,102	\$4,474	\$2,848	\$4,881	\$2,212	\$1,017

Commercial / non-residential water and sewer allocation will depend upon the type of the proposed development and capital charges will be calculated based on equivalent number of residential single/semis and Townhomes criteria.

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BYLAW 2022-73

A bylaw of The Corporation of the Township of North Dundas setting the sanitary sewer capital rate for sewer connections on County Road #3 (West of Main St.).

WHEREAS the Council of The Township of North Dundas authorized the construction of a sanitary sewer main on County Road #3 from the Village limit at time of construction, westerly to the intersection of County Road #3 and County Road #31;

AND WHEREAS The *Municipal Act, 2001*. S. O. 2001, c. 25, Section 391 authorizes a municipality to pass bylaws imposing fees or charges on any class of persons for capital costs related to sewage or water services or activities, including on persons not receiving an immediate benefit;

AND WHEREAS the total construction cost of the sewer main extension, \$869,092.97 including \$109,533.70 for laterals, shall be recovered from benefitting property owners;

AND WHEREAS the Council of the Township of North Dundas passed Bylaw 36-2006 and Bylaw 14-2011 setting the sewer capital rate for sewer connections on County Road #3 and those rates have been collected from new connections to that sewer main;

NOW THEREFORE, the Council of The Corporation of the Township of North Dundas,

HEREBY ENACTS as follows;

1.0 Short Title

1.1 That this Bylaw shall be known as the "Capital Charges for County Road #3 Sanitary Sewer Connections Bylaw".

2.0 Scope

2.1 This Bylaw applies to connections to the sanitary sewer main on County Road #3 (West of 601/602 Main Street) in Winchester.

3.0 Definitions

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

- 3.1** *Apartment* means a dwelling or residential building containing three or more dwelling units, all having a common entrance from the outside or a common hall or halls, and shall include *Back-to-Back* and *Stacked Townhouse* (2+ bedrooms), but shall not include a *Row Dwellings/Townhouse*.
- 3.2** *Back-to-Back* and *Stacked Townhouse* means a building containing a minimum of six (6) and maximum of sixteen (16) dwelling units that is divided vertically or horizontally, where each unit is divided by a common wall, including a common rear wall without a rear yard setback and whereby each unit has an independent entrance from the outside accessed through the front yard or exterior side yard.
- 3.3** *Bedroom* means a habitable room larger than seven square metres, including a den, study, or other similar area, but does not include a living room, dining room, bathroom or kitchen.
- 3.4** *Duplex* shall mean a building that is divided horizontally into two (2) dwelling units, each of which has an independent entrance either directly or through a common vestibule.
- 3.5** *Dwelling Unit* means one (1) or more habitable rooms in which sanitary conveniences are provided for the exclusive use of the occupants and in which a single kitchen is provided, and with an independent entrance either directly from the outside of the building or through a common corridor or vestibule inside the building.
- 3.6** *Existing Building* means a building which existed on September 11, 2006.
- 3.7** *Mixed Use* means land, building or structures used or designed or intended for a combination of non-residential uses and residential uses;
- 3.8** *Multiple Dwelling* means a residential building containing three (3) or more separate dwelling units, other than a Townhouse. This definition may include a senior citizens apartment.
- 3.9** *Non-Residential Uses* means uses of land, buildings or structures for purposes other than a dwelling unit and shall include commercial, institutional, industrial, and other such uses, and excluding agricultural uses.
- 3.10** *Residential Use* means land, buildings or structures of any kind whatsoever used, designed or intended to be used as living accommodations for one (1) or more individuals.
- 3.11** *Row Dwelling / Townhouse* means a building or structure consisting of a series of three (3) or more dwelling units, but not more than eight (8) units in

a continuous row divided vertically into separate dwelling units by a common wall above grade.

- 3.12** *Secondary Dwelling Unit* means a dwelling unit that is subsidiary to and located in the same building as an associated principal dwelling unit; and its creation does not result in the creation of a *Semi-detached Dwelling*, *Row Dwelling* or a *Multiple Dwelling*.
- 3.13** *Semi-detached Dwelling* means a residential building that is divided vertically into two (2) dwelling units.
- 3.14** *Senior Oriented Dwelling* means a dwelling unit specifically designated for seniors to provide an age-targeted residence, primarily for persons who are either retired or close to retirement, which is part of a complex of 30 or more similar units, and shall have access to shared common facilities, sometimes with indoor and outdoor swimming pools, exercise facilities, craft rooms, demonstration kitchens, and decks and patios for gathering, but shall not include single detached dwelling units.
- 3.15** *Single Detached Dwelling* means a residential building consisting of only one (1) dwelling unit.
- 3.16** *Special Care/Special Needs Dwelling* means a building where the occupants have the right to use in common, halls, stairs, yards, common rooms, and accessory buildings; which shall not have exclusive sanitary and/or culinary facilities, that is designed to accommodate persons with specific needs, including independent permanent living arrangements, and where support services such as meal preparation, grocery shopping, laundry, housekeeping, nursing, respite care and attendant services are provided at various levels. Special care/special needs dwellings include, but are not limited to, retirement homes and lodges, nursing homes, charitable dwellings, accessory dwellings and group homes.
- 4.0** No new development shall be permitted to be serviced on private services (well and/or septic system) where piped municipal services are readily available, or where they could be reasonably extended, as determined by Council. Existing buildings may make repairs or alterations to their existing septic system but cannot replace the leaching bed of their existing sewage system. At such time as an existing building requires a new leaching bed, it must pay the fee as set out in sections 10 and connect to the municipal sanitary sewer system.
- 5.0** Prior to connection to the municipal water and/or sewer systems, the applicant shall first obtain a connection permit from the Township at the rate set out in the rate bylaw.
- 6.0** Prior to connecting to the existing water and sanitary sewer mains in the Township,

the applicant shall pay the capital charges as determined in Section 10.

7.0 With respect to any building which is already connected to the Sanitary Sewage Collection System and requires a Building or Change of Use Permit under the Building Code, a Sanitary Sewage Capital Charge shall be payable and shall be determined as follows:

7.1 The Municipality shall determine the new charge payable in accordance with Section 10.

7.2 The Owner of land shall receive, where applicable, one of the following credits against the amount determined under 7.1:

7.2.1 For any land which has previously paid a Sanitary Sewage Capital Charge under this Bylaw, the amount previously paid when such land was last assessed a Sanitary Sewage Capital Charge.

7.2.2 Where a building has been razed or demolished within the last year, the above credits apply as if the building still existed.

7.3 Where the credit under 7.2 exceeds the amount of the Sanitary Sewage Capital Charge being imposed, the amount of such charge shall be zero (0) but there shall not be any repayment to an Owner.

8.0 Sanitary Sewer Unit Determination

8.1 Sanitary sewer residential units will be allocated according to Bylaw No. 2020-23.

8.2 The number of commercial / non-residential sanitary sewer units will depend upon the proposed development and will be as determined by the Director of Public Works.

8.3 The number of commercial sanitary sewer units will be equivalent to water units and reviewed in consideration of the Ontario Building Code (OBC).

8.4 The number of sanitary sewer residential units that will be charged per property to the same developer, under this Bylaw, will be capped at 20 sanitary units. To clarify, as per the current allocation Bylaw, a *Single Detached Dwelling* is 1.0 sanitary sewer unit and a *Senior-Oriented Dwelling Unit* is 0.485 sanitary sewer units.

8.5 There is no cap on the number of commercial/non-residential sanitary sewer units to be charged per property.

9.0 First Year Non-Residential / Commercial Capital Rate Adjustment

For a period of one (1) year after occupancy and the start of water usage as determined by the Township, the municipality may determine the actual amount of metered water that was used over the year and recalculate the number of sanitary sewer units and the capital charge based on this flow. A refund for overpayment or a bill for additional amounts outstanding will be issued to the property owner.

10.0 Sewer Capital Rate Charge

10.1 Existing Buildings

10.1.1 \$4,514.98 per sanitary sewer unit and,

10.1.2 \$4,978.80 where a lateral has been installed by the municipality to the property line.

10.1.3 Owners who connect to the sanitary sewer have the option of paying the sewer capital rate by annual payments over a 15-year period by entry on the collector's roll, to be collected in the same way as municipal taxes.

10.1.4 The interest rate utilized for the 15-year payment plan shall be equivalent to the Chartered Bank Prime Lending Rate at the time the payment plan agreement is signed.

10.2 New Buildings

10.2.1 The sewer capital rate shall be set out in Schedule A and shall be payable in full at the time of the Building Permit Application.

11.0 Water Meter Required

11.1 All properties connecting to the sanitary sewer will be required to install a water meter on their water supply in accordance with Bylaw 19-2013.

12.0 If any provision or requirement of this Bylaw, or the application thereof to any person or land shall, to any extent, be held to be invalid or unenforceable by any court of competent jurisdiction, the remainder of the Bylaw, or the application of it to all persons, other than those in respect of whom it is held to be invalid or unenforceable shall not be affected thereby, and each provision and requirement of this Bylaw shall be separately valid and enforceable.

- 13.0** If any amount charged under this Bylaw remains unpaid thirty (30) days after it has been invoiced, the outstanding amount will be added to the tax roll for the property to which it applies and collected in the same manner as municipal taxes.
- 14.0** All former Bylaws or resolutions contrary to and inconsistent with all or any part of this Bylaw (2022-73) are hereby repealed, including Bylaw No. 14-2011.

READ and passed in Open Council, signed and sealed this 9th day of August 2022.

MAYOR

CLERK

Schedule “A” of Bylaw 2022-73

Sewer Capital Rate for New Buildings

New buildings that connect to the municipal sanitary sewer system on County Road #3, (West of 601/602 Main St.) shall be charged the following sewer capital rate:

Effective Date	Capital Cost	Single, Semi or Townhomes	Apartment 2 Bedrooms+	Apartment – Bachelor or 1 Bedroom Unit	Other Multiples	Senior-Oriented Dwelling Units	Special Care/Special Needs Dwelling Units
August 9, 2022 – December 31, 2022	Sanitary Sewer	\$7,124.48	\$5,222.24	\$3,312.88	\$5,699.58	\$3,455.37	\$1,175.54
August 9, 2022 – December 31, 2022	Sanitary Lateral	\$7,856.40	\$7,856.40	\$7,856.40	\$7,856.40	\$7,856.40	\$7,856.40

*The cost for a lateral is only payable if a lateral was installed by the municipality to the property line.

2022 rates passed on August 9, 2022 Resolution # _____



ACTION REQUEST - BYLAW

Chief Administrative Officer

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Bylaw 2022-68 Investing in Canada Infrastructure Program – Transfer Payment Agreement

RECOMMENDATION:

THAT Bylaw No. 2022-68 being a Bylaw to authorize a Transfer Payment Agreement under the Investing in Canada Infrastructure Program, Green Stream be read and passed in Open Council signed and sealed this 9th day of August, 2022;

AND THAT the Mayor and CAO be authorized to execute this agreement.

BACKGROUND:

At the May 3rd Regular Meeting, Council was advised via a Key Information Report that the Township was approved for funding under the Investing in Canada Infrastructure Program (ICIP) in the amount of \$3,666,250.68 to install a new well, pumps, primary treatment system and replace approximately five kilometres of eroded sections of watermain in the Township of North Dundas.

On July 11, 2022 the Township received the Transfer Payment Agreement from ICIP to be executed by the Mayor and CAO. Execution is required to move forward in the funding stream. We are currently confirming whether or not the Agreement needs to be modified to change the primary Township contact.

OPTIONS AND DISCUSSION:

- 1. Approve the recommendation - recommended.**
- 2. Do not approve the recommendation - not recommended.**

FINANCIAL ANALYSIS:

Total eligible expenses	\$4,999,660.00
Ontario's maximum contribution	\$1,666,386.38
Canada's maximum contribution	\$1,999,864.00
North Dundas contribution	\$1,333,409.62

OTHERS CONSULTED:

ATTACHMENTS:

Draft Bylaw 2022-68
Transfer Payment Agreement (Schedule "A to Draft Bylaw 2022-68)

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BYLAW No. 2022-68

Being a Bylaw authorize a Transfer Payment Agreement between the Township of North Dundas and Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure.

WHEREAS the *Municipal Act*, 2001, S.O. 2001, Chapter 25, Section 5 (1), provides that the powers of a Municipal corporation are to be exercised by its council;

AND WHEREAS the *Municipal Act*, 2001, S.O. 2001, Chapter 25, Section 5 (3), as amended, provides that the powers of the Municipality shall be exercised by bylaw.

AND WHEREAS the Township of North Dundas is desirous of entering into an Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure to receive funding under the Investing in Canada Infrastructure Program, Green Stream.

NOW THEREFORE the Council of The Corporation of the Township of North Dundas enacts as follows:

- 1.0** That the Corporation of the Township of North Dundas enter into an Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure to receive funding under the Investing in Canada Infrastructure Program, Green Stream.
- 2.0** That the Mayor and Chief Administrative Officer of the municipality are hereby authorized and directed on behalf of the Township of North Dundas to execute the Agreement attached hereto as Appendix “A” and forming part of this bylaw.
- 3.0** Any other bylaws inconsistent with this bylaw are hereby repealed.

READ and passed in Open Council, signed and sealed this 9th day of August, 2022.

MAYOR

CLERK

**TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
GREEN STREAM**

THIS TRANSFER PAYMENT AGREEMENT for an Investing in Canada Infrastructure Program (ICIP): Green Stream Project (the "**Agreement**") is effective as of the Effective Date.

B E T W E E N:

Her Majesty the Queen in right of Ontario,
as represented by the Minister of Infrastructure

(**"Ontario"** or the **"Province"**)

- and -

TOWNSHIP OF NORTH DUNDAS

(**CRA#873755292**)

(the **"Recipient"**)

BACKGROUND

The Investing in Canada Infrastructure Program ("ICIP") is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada ("**Canada**") announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The federal Minister of Infrastructure, Communities and Intergovernmental Affairs and the provincial Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the green infrastructure funding stream of ICIP. This stream supports greenhouse gas emission (GHG) reductions, enables greater adaptation and resilience to the impacts of climate change and climate related disaster mitigation, and ensures that more communities can provide clean air and safe drinking water for their citizens.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for

the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out a green stream project.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project as set out in Schedule "C".

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out the Project.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 Schedules to the Agreement. The following schedules and their sub-schedules, if any, form part of the Agreement:

Schedule "A" - General Terms and Conditions

Schedule "B" - Specific Information

Schedule "C" - Project Description, Financial Information, Timelines and Project Standards

Schedule "D" - Reports

Schedule "E" - Eligible Expenditures and Ineligible Expenditures

Schedule "F" - Evaluation

Schedule "G" - Communications Protocol

Schedule "H" - Disposal of Assets

Schedule "I" - Aboriginal Consultation Protocol

Schedule "J" - Requests for Payment and Payment Procedures

Schedule "K" - Committee

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section 2.1.

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between any of the requirements of:

- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
- (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
- (c) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
- (d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

3.0 EXECUTION, DELIVERY AND COUNTERPARTS

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

3.2 Electronic Execution and Delivery of Agreement. The parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a party may be evidenced by one of the following means and transmission of the Agreement may be as follows:

- (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a pdf and delivered by email to the other Party;
- (ii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or
- (iii) any other means with the other Party's prior written consent.

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

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

4.2 Agreement Review. If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

5.0 ACKNOWLEDGEMENT

5.1 Acknowledgement from Recipient. The Recipient acknowledges, in respect of the Project, that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;
- (b) the Province and Canada are not responsible for carrying out the Project;
- (c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;
- (d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
- (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
- (g) by receiving Funds, the Recipient may be subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario); and
- (h) the Recipient has read and understood the Bilateral Agreement.

- 5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

- 6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.
- 6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:
- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
 - (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
 - (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

[SIGNATURE PAGE FOLLOWS]

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

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as
represented by the Minister of Infrastructure

<hr/> Date	<hr/> p.p. Adam Redish, Assistant Deputy Minister The Honourable Kinga Surma Minister of Infrastructure
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AFFIX
CORPORATE
SEAL

TOWNSHIP OF NORTH DUNDAS

<hr/> Date	<hr/> Name: Title: I have authority to bind the Recipient.
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<hr/> Date	<hr/> Name: Title: I have authority to bind the Recipient.
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[SCHEDULE “A” – GENERAL TERMS AND CONDITIONS FOLLOWS]

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) "shall" and "will" are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) "include", "includes", and "including" denote that the subsequent list is not exhaustive.

A.1.2 Definitions. In the Agreement, the following terms have the following meanings:

"Aboriginal Community" has the meaning ascribed to it in section 1.1.1 (Definitions).

"Aboriginal Consultation Record" means the Aboriginal Consultation Record described in section 1.3.1 (Requirements for Aboriginal Consultation Record).

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

"Asset" means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

"Authorities" means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Project, or both.

"Bilateral Agreement" means the Canada-Ontario Integrated Bilateral Agreement for

the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018, as amended.

“Business Day” means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is not open for business.

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Canada's Maximum Contribution” means the maximum contribution from Canada as set out in Schedule “C”.

“Committee” refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

“Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

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

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

“Eligible Expenditures” means the costs in respect of the Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Environmental Laws” means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), the *Impact Assessment Act* (Canada), and the *Canadian Navigable Waters Act* (Canada).

“Evaluation” means an evaluation in respect of the Project or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

“Event of Default” has the meaning ascribed to it in section A.12.1 (Events of Default).

“Expiration Date” means the expiry date set out in Schedule “B” (Specific Information).

“Federal Approval Date” means the date on which Canada has approved the Project identified in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

“Funding Year” means:

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

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement, and in any event, will not exceed the Maximum Funds.

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.7.0 (Holdback).

“ICIP” means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

“Ineligible Expenditures” means the costs that are ineligible for payment under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Interest or Interest Earned” means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 of Schedule “A” of this Agreement, and includes any and all interest or other income generated from the Funds.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

“Maximum Funds” means the maximum Funds amount as set out in Schedule “B” (Specific Information).

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

“Ontario’s Maximum Contribution” means the maximum contribution from Ontario as set out in Schedule “C”.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Person” means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

“Project” means the undertaking described in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

“Records Review” means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

“Remedial Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

“Reports” means the reports described in Schedule “D” (Reports).

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

“Substantial Completion” or “Substantially Completed” means that the Project can be used for the purpose for which it was intended and, in any event, no later than

October 31, 2026.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

“Total Financial Assistance” means the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

“Transfer Payment Ontario” means the Province’s enterprise system for managing time-limited and ongoing transfer payment activities.

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A.2.1 General. The Recipient represents, warrants, and covenants that, in respect of the Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the financial, contractual and reporting requirements;
- (e) the Project will meet the following environmental quality outcome:

Environmental Quality Outcomes:
Increased access to potable water

- (f) if the Project meets an environmental quality outcome, once complete it will, depending on the nature of the Project:

- (i) result in wastewater effluent that meets the Wastewater Systems Effluent Regulations or provincial regulations where there is a federal equivalency agreement in place, where applicable; or
- (ii) result in drinking water quality that meets or exceeds provincial standards, where applicable.
- (g) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

A.2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province, including passing of municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

A.2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

- A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).
- A.3.2 **Substantial Completion.** The Recipient will ensure that the Project is Substantially Completed on or before October 31, 2026.

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

- A.4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
 - (i) is at a branch of a Canadian financial institution in Ontario; and
 - (ii) is solely in the name of the Recipient.

- A.4.2 **Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
 - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of the Project;
- (b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:

- (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
- (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
- (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in respect of the Project, are required as a result, the Parties agree to amend the Agreement accordingly.

A.4.3 Use of Funds and Carry Out the Project. The Recipient will, in respect of the Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

A.4.4 Interest-Bearing Account. If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

A.4.5 Interest. If the Recipient earns any Interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;
- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

A.4.6 Maximum Funds and Recovery of Excesses. The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada's total contribution from all federal sources in respect of the Project exceeds 40 percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess;
- (c) if the Total Financial Assistance received in respect of the Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.

A.4.7 Disclosure of Other Financial Assistance. The Recipient will inform the Province promptly of any financial assistance received in respect of the Project.

A.4.8 Rebates, Credits, and Refunds. The Province will, in respect of the Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A.4.9 Recipient's Acknowledgement of Responsibility for Project. The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction,

demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and

(d) the engineering work being undertaken in accordance with industry standards.

A.4.10 Increase in Project Costs. If, at any time during the Term the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a "**Shortfall**"), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

A.4.11 Recipient's Request for Payment and Payment Procedures. The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures).

A.4.12 Retention of Contribution. The Province will retain 10% of the Maximum Funds in respect of the Project ("**Holdback**") up until the following conditions have been met:

- (a) the Recipient has fulfilled all of its obligations under the Agreement for the Project; and
- (b) the Province has carried out the reconciliation, as set out in section J.6.1 (Final Reconciliation and Adjustments), and has made any adjustments required in the circumstances.

A.5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS

A.5.1 Acquisition. The Recipient will ensure that all Contracts are awarded in way that is:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

A.5.2 Non-Compliance with Acquisition Requirements. If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

- A.5.3 Exemptions to Competitive Awarding.** The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:
- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;
 - (b) attests to:
 - (i) following value-for-money procurement processes for materials and sub-contracts; and
 - (ii) following its own policies and procedures.
- A.5.4 Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:
- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
 - (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
 - (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
 - (i) inspect and audit the terms of any Contract, record or account in respect of the Project; and
 - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).
- A.5.5 Disposal of Assets.** The Recipient will not, unless in accordance with the terms and conditions set out in Schedule "H" (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

A.6.0 CONFLICT OF INTEREST

- A.6.1 Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or any person who has the capacity to influence the Recipient's decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of the Project or the use of the Funds, or both; or
- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

A.6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

A.7.1 Province and Canada Include. For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), "Province" includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

A.7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reports); and
 - (ii) any other reports in accordance with any timelines and content

requirements the Province may specify from time to time; and

- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A.7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years after the Expiration Date:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A.7.4 Records Review. The Province, at its sole discretion and expense, may, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient or the Project regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project; or
- (c) the Recipient's allocation and expenditure of the Funds.

A.7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
- (c) share any documents, records and findings with Canada.

A.7.6 Cooperation. To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;

- (b) coordinating access with any Third Party;
- (c) assisting the Province to copy the records and documents;
- (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (e) carrying out any other activities the Province requests.

A.7.7 No Control of Records. No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.

A.7.8 Auditor General (Ontario and Canada). The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

A.7.9 Sharing of Audit Findings and Reports. The Recipient acknowledges that Canada and the Province may:

- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
- (b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.

A.7.10 Evaluation. The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).

A.7.11 Calculations. The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

A.7.12 Adverse Fact or Event. The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

A.8.1 Communications Protocol. The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

A.9.1 Province and Canada Limitation of Liability. In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or the Project.

A.9.2 Indemnification of the Province and Canada. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

A.9.3 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

A.9.4 Province's Election. The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

A.9.5 Settlement Authority. The Recipient will not enter into a settlement of any

Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

- A.9.6 Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.10.0 INSURANCE

- A.10.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense for a period extending at least 90 Business Days beyond the Term, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:

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

- A.10.2 Proof of Insurance.** At the request of the Province from time to time, the Recipient will:

- (a) provide to the Province, either:
 - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and

- (b) at the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

A.11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A.11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any further costs for the Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;
- (b) cancel all further instalments of Funds; and
- (c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

- (a) failing to carry out the Project in whole or in part in accordance with the terms of the Agreement;
- (b) failing to use or spend Funds in accordance with the terms of the Agreement;
- (c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);
- (d) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for

the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

- (f) the Recipient ceases to operate.

A.12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, and at its sole discretion, take one or more of the following actions:

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

A.12.3 Opportunity to Remedy. If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

A.12.4 Recipient Not Remedying. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

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

the Province may extend the Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A.12.5 When Termination Effective. Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A.13.0 FUNDS UPON EXPIRY

A.13.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

A.14.0 DEBT DUE AND PAYMENT

A.14.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

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

A.14.2 Debt Due. If, pursuant to the Agreement:

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

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

- A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address set out in Schedule "B" (Specific Information) for the purposes of Notice to the Province.
- A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.15.0 NOTICE

A.15.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule "B" (Specific Information), or as either Party later designates to the other by Notice.

A.15.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and
- (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

A.15.3 **Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:

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

A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT

A.16.1 Consent. When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

A.17.0 SEVERABILITY OF PROVISIONS

A.17.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A.18.0 WAIVER

A.18.1 Waiver Request. Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 Waiver Applies. If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A.18.3 Waivers in Writing. If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.19.0 INDEPENDENT PARTIES

A.19.1 Parties Independent. The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A.21.0 GOVERNING LAW

A.21.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.22.0 FURTHER ASSURANCES

A.22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.23.0 JOINT AND SEVERAL LIABILITY

A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP

A.24.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.24.2 Joint Authorship Of Agreement. Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.25.1 Other Agreements. If the Recipient:

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

the Province, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

A.26.0 SURVIVAL

A.26.1 Survival. Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs,

and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A. 4.1(c), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Project), A.5.5 (Disposal of Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1 (for a period extending 90 Business Days beyond the Term), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

A.27.1 Federal Environmental Requirements. Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
 - (i) *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*;
 - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and
 - (iii) other applicable agreements between Canada and Aboriginal Communities.

A.27.2 Assessments. The Recipient will complete the assessments that are further described in Schedule "D" (Reports).

A.28.0 ABORIGINAL CONSULTATION

- A.28.1 Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).
- A.28.2 Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:
- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
 - (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
 - (i) Aboriginal Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.
- A.28.3 Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

A.29.0 COMMITTEE

- A.29.1 Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the "Committee").
- A.29.2 Notice of Establishment of Committee.** Upon Notice from the Province, the Parties

will hold an initial meeting to establish, in accordance with Schedule "K" (Committee), the Committee described in section A.29.1 (Establishment of Committee).

A.30.0 DISPUTE RESOLUTION

- A.30.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.31.0 SPECIAL CONDITIONS

- A.31.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided the Province with, to the Province's satisfaction:
 - (i) any and all compliance attestations the Transfer Payment Ontario System if directed by the Province;
 - (ii) evidence that the Recipient is in compliance with all provincial and federal tax laws, if directed by the Province;

- (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
 - (iv) any other Reports requested by the Province in the format specified.
- (b) prior to submitting a request for payment in respect of the Project under the Agreement if required by the Province,
 - (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
 - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
 - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
 - (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and
- (c) where the Recipient is a municipality, the Recipient having submitted to the satisfaction of the Province, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter on or before a date provided by the Province, until the Project reaches Substantial Completion.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

END OF GENERAL TERMS AND CONDITIONS

[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]

SCHEDULE "B" SPECIFIC INFORMATION

B.1.0 EXPIRATION DATE

B.1.1 **Expiration date.** The Expiration Date is March 31, 2028.

B.2.0 MAXIMUM FUNDS

B.2.1 **Maximum Funds.** Maximum Funds means the sum of Canada's Maximum Contribution and Ontario's Maximum Contribution.

B.3.0 ADDRESSEES

B.3.1 **Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

Contact information for the purposes of Notice to the Province	<p>Address: Ministry of Infrastructure Infrastructure Program Delivery Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2</p> <p>Attention: Manager, Infrastructure Renewal Programs</p> <p>Email: ICIPGreen@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Address: TOWNSHIP OF NORTH DUNDAS 636 St. Lawrence Street, Winchester, Ontario K0C2K0</p> <p>Attention: Director of Public Works</p> <p>Email: ktunio@northdundas.com</p>

**[SCHEDULE "C" - PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES
AND PROJECT STANDARDS FOLLOWS]**

SCHEDULE "C"
PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS

C.1.0 PROJECT DESCRIPTION

The project is to install a new well, pumps, primary treatment system and replace approximately five kilometres of eroded sections of watermain in the Township of North Dundas.

C.2.0 FINANCIAL INFORMATION

C.2.1 Total Eligible Expenditures. Total Eligible Expenditures means \$4,999,660.00, rounded to two decimal places.

C.2.2 Ontario's Maximum Contribution. Ontario's Maximum Contribution means \$1,666,386.68, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.3 Canada's Maximum Contribution. Canada's Maximum Contribution means \$1,999,864.00, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.4 Percentage of Provincial Support. Percentage of Provincial Support means 33.33%, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.5 Percentage of Federal Support. Percentage of Federal Support 40.00%, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.3.0 TIMELINES

C.3.1 Federal Approval Date. Federal Approval Date means March 02, 2022.

C.4.0 PROJECT STANDARDS

C.4.1 Canada's Requirements for Standards. In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada's *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-

[canadian-framework.html](#)], or at any other location the Province may provide; and

- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS

- C.5.1 Province's and Canada's Consent.** Any change to the Project will require the Province's and Canada's consent. When seeking to make a change in respect of the Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

[SCHEDULE "D" – REPORTS FOLLOWS]

SCHEDULE "D" REPORTS

D.1.0 REPORTING REQUIREMENTS

D.1.1 Reports. The Recipient will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) Initial Report.** The Initial Report will provide the Recipient's forecast of the timelines and costs (expenditure forecast) to completion. It also outlines the sources of Recipient funds and confirms other information regarding the Project.
- (b) Progress Reports.** Progress Reports include an update on the Project's status. Progress Reports will be submitted by the Recipient no less frequently than twice a year on dates provided by the Province.
- (c) Claim Reports.** Claim Reports will detail amounts that are being claimed for reimbursement. Claim Reports may be submitted by the Recipient as frequently as needed, but no less frequently than twice a year (if Eligible Expenditures have been incurred). If no Eligible Expenditures have been incurred in the previous six months, the Recipient will notify the Province that no Claim Report is being submitted for that period. When submitting a Claim Report, the report must include a detailed breakdown of invoices that are being claimed for reimbursement. Note that copies of invoices and any associated backup information must be provided at the time of claim submission, as directed by the Province.
- (d) Final Report.** The Final Report shall summarize the Project's final timelines, costs, and outcomes. It will include a declaration of Substantial Completion.

The Final Report will be submitted to the Province within sixty (60) Business Days of Substantial Completion or December 31, 2026, whichever is earlier.
- (e) Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province requests.

D.2.0 ABORIGINAL CONSULTATION RECORD

D.2.1 Inclusion of Aboriginal Consultation Record. The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

D.3.0 RISK ASSESSMENT

D.3.1 Further Details on Risk Assessment. Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of the Project.

D.4.0 COMPLIANCE AUDIT(S)

D.4.1 Compliance Audit(s). Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or the Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES
FOLLOWS]**

SCHEDULE "E"

ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Notwithstanding anything to the contrary herein the Agreement, Eligible Expenditures shall only include those direct costs that are considered, in the Province's and Canada's sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm's length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

- a) The incremental costs of the Recipient's staff or employees provided that:
 - i. The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required goods or services at the best value for money; and
 - ii. The arrangement is approved in advance in writing by the Province and Canada.
- b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 Without limiting the discretion of Province and Canada in section E.1.1, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- a) Costs incurred prior to the Federal Approval Date;
- b) Costs incurred after October 31, 2026;
- c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- d) Costs incurred for terminated or cancelled Projects;
- e) Costs related to developing a business case or proposal or application for funding;
- f) Costs associated with the acquisition, expropriation or leasing of:
 - i. Land,

- ii. Buildings, or
- iii. Other facilities
- g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- h) Costs that have not been claimed for reimbursement by March 31st of the year following the year in which the costs were incurred;
- i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- j) Costs related to any component of the Project other than its approved scope;
- k) Real estate fees and related costs;
- l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- r) Taxes of any kind;
- s) Costs of relocating entire communities;
- t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";
- u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;
- v) Costs incurred contrary to Article 5 of Schedule "A" (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of this Agreement;
- w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.
- x) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);

- (y) If the Project meets an adaptation, resilience and disaster mitigation outcome costs associated with:
 - (i) relocating whole communities;
 - (ii.) emergency services infrastructure; or
 - (iii.) addressing seismic risks; and
- z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock.

[SCHEDULE "F" – EVALUATION FOLLOWS]

SCHEDULE “F” EVALUATION

F.1.0 PROJECT AND ICIP EVALUATIONS

- F.1.1 Recipient’s Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of the Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]

SCHEDULE "G" **COMMUNICATIONS PROTOCOL**

G.1.0 DEFINITIONS

G.1.1 Definitions. For the purposes of this Schedule "G" (Communications Protocol):

"Joint Communications" means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

(a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient; and

(b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

G.2.1 Purpose. This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 Guidance. This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 Application to Communications Activities. The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 Information to Canadians. Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project's benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 Factors to Consider. The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule "E" (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province's and Canada's Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province's and Canada's contribution or the Total Financial Assistance, or both, received in respect of the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days' notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

- G.7.1 Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

G.8.0 SIGNAGE

- G.8.1 Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.
- G.8.2 Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at the Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.
- G.8.3 Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of the Project, the Recipient will:
- (a) on the marker, recognize the Province's and Canada's contributions; and
 - (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.
- G.8.4 Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.
- G.8.5 Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) and be visible for the duration of the Project. The Province will provide Notice to the Recipient specifying the timelines for signage installation and removal and the Recipient will comply with such timelines specified in the Notice.
- G.8.6 Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

- G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

- G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

- G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

[SCHEDULE "H" – DISPOSAL OF ASSETS FOLLOWS]

SCHEDULE "H" **DISPOSAL OF ASSETS**

H.1.0 DEFINITIONS

H.1.1 Definitions. For the purposes of this Schedule "H" (Disposal of Assets):

"Asset Disposal Period" means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

H.2.0 DISPOSAL OF ASSETS

H.2.1 Asset Disposal Period. Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of the Project for the Asset Disposal Period.

H.2.2 Disposal of Asset and Payment. If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for the Project.

[SCHEDULE "I" – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]

SCHEDULE "I" **ABORIGINAL CONSULTATION PROTOCOL**

I.1.0 DEFINITIONS

I.1.1 Definitions. For the purposes of this Schedule "I" (Aboriginal Consultation Protocol):

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

"Aboriginal Consultation Plan" means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 Development of Plan. The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan ("Aboriginal Consultation Plan").

I.2.2 Procedural Aspects of Aboriginal Consultation. If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

I.2.3 Provision of Plan to Province. If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 Changes to Plan. The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 Requirements for Aboriginal Consultation Record. If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it,

as part of its reporting to the Province pursuant to section D.3.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient will immediately notify the Province:

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

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

I.4.2 Direction from the Province and Contracts. In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

**[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES
FOLLOWS]**

SCHEDULE "J"

REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 DEFINITION

J.1.1 Definition. For the purposes of this Schedule "J" (Requests for Payment and Payment Procedures):

"Final Payment" means the final payment by the Province to the Recipient in respect of the Project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 Procedures. The procedures provided for in Article J.3.0 of this Schedule "J" (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 Diligent and Timely Manner. The Recipient will submit its requests for payment for Eligible Expenditures in respect of the Project to the Province in a diligent and timely manner, and no less frequently than twice a year if Eligible Expenditures have been incurred. If no Eligible Expenditures have been incurred in the previous six months, the recipient will notify the Province that no claim is being submitted for that period.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 Timing, Reports and Documents. The Recipient will submit each request for payment for Eligible Expenditures in respect of the Project to the Province on a date and frequency as indicated in Schedule "D" (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the final payment, a Claim Report in a format prescribed by the Province, including invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project;
- (b) for each request for final payment, a Final Report, in a format prescribed by the Province, acceptable to the Province; and
- (c) such other information as the Province may request.

J.4.0 PAYMENTS OF FUNDS

- J.4.1 Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule "J" (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient's incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Schedule "C".
- J.4.2** For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule "A";
 - (b) the special conditions listed in Article A.31.0 of Schedule "A" (Special Conditions);
 - (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
 - (d) compliance with all applicable audit requirements under the Agreement; and
 - (e) applicable communications requirements, as set out Schedule "G" (Communications Protocol).
- J.4.3** The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

- J.5.1 Timing.** The Recipient will submit all requests for payment on or before December 31, 2026.
- J.5.2 No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment submitted after
- (i.) December 31, 2026; or
 - (ii) March 31st of the year following the Funding Year in which the Eligible Expenditures were incurred.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.6.1 Final Reconciliation and Adjustments. For the Project, following the submission of the Final Report, which will include a declaration of Substantial Completion, the Province may carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

J.7.1 Holdback. For the Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.8.0 FINAL PAYMENT

J.8.1 Final Payment. Subject to paragraph A.4.2(c) of Schedule "A", the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 of Schedule "A" (Retention of Contribution) have been met.

[SCHEDULE "K" – COMMITTEE FOLLOWS]

SCHEDULE “K” COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

- K.1.1 Establishment and Term of Committee.** If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiration Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

- K.2.1 Appointments by the Province.** The Province will appoint two persons as members of the Committee.
- K.2.2 Appointments by the Recipient.** The Recipient will appoint two persons as members of the Committee.
- K.2.3 Chairs of the Committee.** The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.
- K.2.4 Non-committee Member Staff.** The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

- K.3.1 Rules of Committee.** The Committee will:
- (a) meet at least two times a year, and at other times at the request of a co-chair; and
 - (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 **Quorum.** A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 **Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule "G" (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 **Committee Decisions.** Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 **Requirements.** The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule "K" (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee's mandate and, if relocation is required, establish a new location;

- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;
- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).

Ministry of Infrastructure

Infrastructure Program Design and
Delivery Division

1 Stone Rd W, 4th Floor
Guelph, Ontario N1G 4Y2

Ministère de l'Infrastructure

Division de la conception et de la mise en
œuvre des programmes d'infrastructure

1, Stone Road Ouest, 4^e étage
Guelph (Ontario) N1G 4Y2



Case #2021-07-1-1613029774

Khurran Tunio, Director of Public Works
TOWNSHIP OF NORTH DUNDAS
ktunio@northdundas.com

**Re: Investing in Canada Infrastructure Program (ICIP) Green Stream – Transfer
Payment Agreement**

**Project Title: Improvements to the Township of North Dundas Drinking
Water System**

I am pleased to provide you with the attached copy of the Transfer Payment Agreement (the Agreement) for your approved ICIP Green Stream Project as well as a summary document outlining important information about your Agreement. Please review both documents carefully as there are some action items for you to complete. If changes to the Agreement are required, these should be made before the Agreement is executed. Please contact your Project Analyst immediately to discuss any required revisions.

We ask that you please make best efforts to return signed copies of the Transfer Payment Agreement to our office by **Friday August 19, 2022**. In order to execute your agreement, the designated signatories should sign on page 6. You will also need to insert the titles of the designated signatories and affix the corporate seal (if applicable) in the signature area.

If you wish to use electronic means to execute your agreement, please ensure you scan your entire agreement (not just the signature page) and email to ICIPGreen@ontario.ca.

If you wish to proceed with hard-copy execution, the designated signatories should sign two (2) copies of the Agreement and return the two original signed and sealed (if applicable) copies via courier to:

Ministry of Infrastructure
Infrastructure Program Delivery Branch
Infrastructure Renewal Programs Unit
1 Stone Road West, 4NW
Guelph, ON N1G 4Y2

A copy of the Agreement will be returned to you following execution by the Province.

Prior to entering into a Transfer Payment Agreement (TPA), the ministry requires that you verify and attest that the organization is in good-standing with environmental, labour and tax laws. This information must be submitted within your organization's profile in the Transfer Payment Ontario (TPON) system.

An attestation, available in TPON, is sufficient to indicate that your organization is in good standing with labour and environmental laws. See steps below:

- Log into TPON with your ONE-key account
- Update your organization's information and move to the attestation section
- Complete the attestation, note that it requires your organization to input information from a completed Tax Compliance Verification (TCV) check.

For steps and information on how to verify your organization's tax compliance status, please go to the Check your tax compliance status webpage.

- Note: contact information for all inquiries regarding tax compliance verification should be directed to the Ministry of Finance at TCV@ontario.ca or Service Ontario:
 - 416-326-1234
 - Toll-free: 1-800-267-8097
 - TTY: 416-325-3408
 - Toll-free TTY: 1-800-268-7095

Until this information is completed, the TPA for your Investing in Canada Infrastructure Program approved project cannot be fully executed.

Should you have any questions, please do not hesitate to call your Senior Project Analyst, Stephen Hamblin, at Stephen.Hamblin@ontario.ca or 519-400-3288.

Congratulations on your successful application and we look forward to working with you as you implement this project.

Sincerely,

Valeria Mendez Riveros
Manager, Infrastructure Renewal Programs Unit
Infrastructure Program Delivery Branch
Ministry of Infrastructure

Attachments: Agreement
Important Information regarding your ICIP Agreement
Aboriginal Consultation Requirements

IMPORTANT INFORMATION REGARDING YOUR AGREEMENT

Project Description - Please ensure the description of your project noted in Schedule "C" is accurate and complete. The amount of funding you will receive is contingent on completion of the project described in this Schedule, and only activities noted will be eligible. Your proposed project description may have been revised from the information submitted as part of your application based on the eligibility of project components. The description in your Agreement supercedes all prior information shared with the Province, and only the work described in the Agreement will be funded, subject to eligibility requirements being met. If changes to the project description noted in Schedule "C" are required, please contact your Project Analyst immediately to request a revision.

Insurance - Article A10 of Schedule "A" outlines the insurance requirements for the project. Please ensure that the required insurance is in place prior to the start of the project. Note: At this time, MOI does not need to receive documentation that these requirements have been met but please ensure these are kept on file as they may be requested at any time during the Term of the Agreement.

Reporting - Schedule "D" provides details on the type of reporting that you will be required to provide to the Province. Note that these reporting requirements must be met in order to receive funding. The Province will direct the format and timelines for reporting. Regular reporting must be completed within the Transfer Payment Ontario online platform.

Cost Eligibility – Schedule "E" sets out the costs that are eligible and ineligible under this funding agreement. No costs incurred prior to the Federal Approval Date set out in the Agreement are eligible for reimbursement. In order to qualify for payment, costs must be incurred and paid and must be submitted by March 31 of the year following the Funding Year in which they were incurred.

Communications / Signage - Schedule "G" outlines the communication requirements for the project. As noted in Schedule "G", funding provided by both the provincial and federal government must be recognized in the format of project signage. The Province and Canada will provide further instruction regarding signage shortly. The cost of signage is considered an eligible project cost within your approved funding allocation so long as such costs are billed by a third-party vendor.

Timing for Installation of Sign. If required, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

Aboriginal Consultation - Schedule "I" outlines the Aboriginal Consultation requirements for the project. As noted in Schedule "I" any required Aboriginal Consultation must be complete prior to the start of any project construction work. In addition, capital costs are not eligible for reimbursement and no site preparation, removal of vegetation or construction can occur until Canada and if applicable the Province have confirmed in writing that it is satisfied that all federal duty to consult and environmental assessment requirements have been met. More details on Aboriginal Consultation Requirements are set out in the attachment to this document.

ABORIGINAL CONSULTATION REQUIREMENTS

In consideration of the financial support for the Project, if notified by Canada or the Province, your community must engage and consult with Aboriginal Groups that may have a potential interest in the Project. The Province intends to rely on this consultation process as much as possible. As part of this process, your community must disclose that financial assistance for the project is being provided by Ontario. You must also provide your Project Analyst with a summary of communications with Aboriginal Groups, including any issues or concerns that may be raised by any Aboriginal Group, and an indication of how your community has addressed or proposes to address those issues or concerns. This information may be provided in the form of the template consultation log and tracking chart provided by Canada (if applicable).

If in the future changes to the nature, scope, design or location of the Project are being considered, you must immediately notify your Project Analyst so that the Province may determine whether the proposed change impacts the duty to consult. Your community must also cease all construction activities if at any time during construction archaeological resources are found; other impacts that could affect Aboriginal or treaty rights emerge; or you are contacted by any Aboriginal Group expressing concerns about the project and potential impacts on rights.

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Bylaw No. 2022-60

RECOMMENDATION:

THAT Bylaw No. 2022-60 being a Bylaw to amend former Township of Mountain Zoning Bylaw No. 79-6 as amended, be read and passed in Open Council signed and sealed this 9th day of August 2022.

BACKGROUND:

The Township of North Dundas received a site-specific application to amend the former Township of Mountain Zoning Bylaw No. 79-6, as amended to rezone the subject property from “Rural (RU) to “Rural Exception 29 (RU-29)”

The subject property was also subject of an Official Plan Amendment (OPA #12) to re-designate the land from “Agricultural Resource Lands” to “Special Land Use District”.

Council held a Public Meeting on July 12th at 6:30 pm, there were no comments from public agencies or the public at that time.



The subject property, purchased in 2020, is currently a residential property with a small rural home occupation. The property was severed as a surplus dwelling in 2017, and contains a single detached dwelling, a detached garage, a grain silo, and a large accessory building.

The purpose of this amendment is to permit an Automotive, Commercial, and Agricultural Equipment repair garage utilizing the existing infrastructure located on the property. The applicant is not expanding the footprint of the existing repair garage. The exception will permit the subject property to operate an Automotive, Commercial, and Agricultural Equipment garage.

The attached bylaw permits the re-zoning of the subject property in the Township of Mountain Zoning Bylaw 79-6 from Rural (RU) to Rural Exception 29 (RU-29), with the

exception that the bylaw will not come into effect until the successful passing of the United Counties of Stormont, Dundas and Glengarry Official Plan Amendment #12 and appeal period. This means that the Automotive, Commercial, and Agricultural Equipment garage will not be a permitted use on the property until after the appeal period for Official Plan Amendment #12 is complete and no appeals have been filed.

OPTIONS AND DISCUSSION:

1. **Approve the recommendation** - recommended.
2. **Do not approve the recommendation** - not recommended.

FINANCIAL ANALYSIS:

No Financial Impact at this time.

OTHERS CONSULTED:

Applicant
Chief Building Official
Government Agencies
United Counties of SD&G
Public bodies as required under the Planning Act
Neighbours within 120 m of the property

ATTACHMENTS:

Planning Report- Livingston
Draft Bylaw No. 2022-60
Livingston Official Plan Amendment #12



Planning Report

Re:	Zoning By-law Amendment request by Spencer and Marika Livingston the property legally described as Part of Lot 6, Concession 4, being Parts 1,2,3 and 4 on Reference Plan 8R5569, former Township of Mountain, now the Township of North Dundas, County of Dundas, Municipally known as 2570 County Road 1.
Date:	June 29 th 2022
Attachments:	Appendix I: Zoning
Official Plan:	Agricultural Resource Lands Designation
Current Zoning:	Rural (RU)
Proposed Zoning:	Rural Exception 29 (RU-29)
Subject Area:	Approximately 3.99 acres
Existing Use:	Residential, Home Occupation for Auto Repairs
Proposed Use:	Residential and Automotive, Commercial, and Agricultural Equipment Repair

1.0 PURPOSE & EFFECT

The purpose of this application is to amend Zoning By-law 79-6 (former Township of Mountain), as amended, to rezone part of the subject property from the “Rural (RU)” to “Rural Exception Twenty-Nine (RU-29)” to permit an automotive, commercial, and agricultural equipment repair garage on the subject property utilizing existing infrastructure.

The applicants have also applied for an Official Plan Amendment (OPA #12) to the United



Counties of Stormont, Dundas and Glengarry's (SD&G) Official Plan to re-designate the land from "Agricultural Resource Lands" to "Special Land Use District".

The United Counties Official Plan Amendment (OPA #12) is scheduled to be heard at the same meeting as the Zoning Amendment, July 12th 2022.

The application proposes an automobile, commercial, and equipment repair garage utilizing the existing infrastructure located on the property.

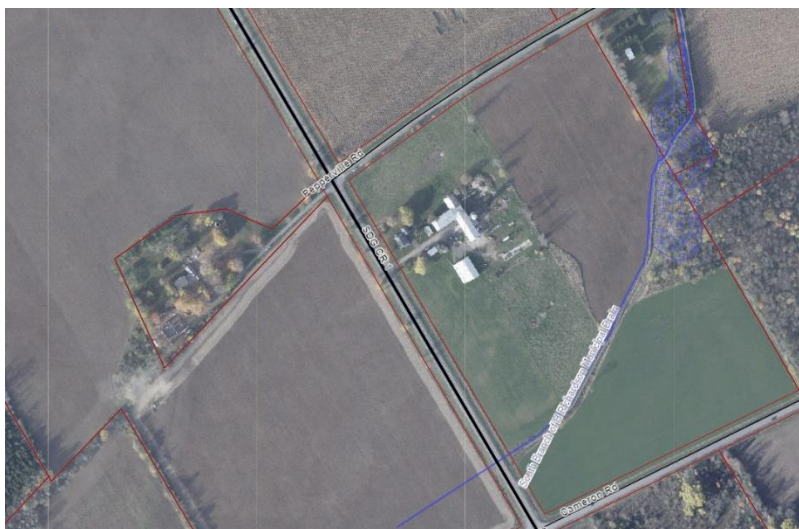
2.0 BACKGROUND

Since the property was purchased in 2020, the applicant has been operating a small home occupation (automotive repair) from an accessory structure that was constructed in 2019. The home, originally built in 1830 was originally apart of the surrounding farmland, and was severed as a surplus dwelling in 2017. The residential lot, which is flag shaped, contains a detached garage, grain silo, and the aforementioned accessory building, as well as the dwelling.

3.0 SUBJECT AREA & SURROUNDING SITE

The subject property is known as 2570 County Road 1, Mountain, Ontario. The property is bounded to east and west by "Rural (RU)" lands and Rural Exception 18 (RU-18) to the north and south.

The property is currently designated "Agricultural Resource Lands Designation" in the SD&G Official Plan and will require an Official Plan Amendment to "Special Land Use District" to accommodate the proposed use. It is currently zoned "Rural (RU)" and requires a Zoning Amendment to "Rural Exception 29 (RU-29)" to accommodate the proposed use.



The surrounding lands are primarily designated "Rural District" with some lands also designated as "Extractive Resource Lands (Mineral Aggregate Reserve)" in the SD&G Official Plan. The surrounding zones are primarily "Rural (RU)" and "Agricultural Resource Lands" in the Official Plan.

4.0 POLICY DIRECTIONS

4.1 Provincial Policy Statement 2020

Ontario has a set of Provincial Policy Statements which Township Council must be consistent with. The relevant policy sections are listed as follows:

Part IV

The Provincial Policy Statement focuses growth and development within urban and rural settlement areas while supporting the viability of rural areas. It recognizes that the wise management of land use change may involve directing, promoting, or sustaining development. Land use must be carefully managed to accommodate appropriate development to meet the full range of current and future needs.

1.7 Long Term Economic Prosperity

1.7.1 Long Term Economic Prosperity should be supported by:

(a) promoting opportunities for economic development and community investment-readiness.

(i) sustaining and enhancing the viability of the agricultural system through protecting agricultural resources, minimizing land use conflicts, providing opportunities to support local food, and maintaining and improving the agri-food network.

2.3.2 Planning authorities are encouraged to use an agricultural system approach to maintain and enhance the geographic continuity of the agricultural land base and the functional and economic connections to the agri-food network.

2.3.3.1 In prime agricultural areas, permitted uses and activities are: agricultural uses, agriculture-related uses and on-farm diversified uses. Proposed agriculture-related uses and on-farm diversified uses shall be compatible with, and shall not hinder, surrounding agricultural operations. Criteria for these uses may be based on guidelines developed by the province or municipal approaches, as set out in municipal planning documents, which achieve the same objectives.

2.3.6.1 Planning Authorities may only permit non-agricultural uses in prime agricultural areas for

(b) limited non-residential uses, provided that all of the following are demonstrated:

1. The land does not compromise a specialty crop area;

4. Alternative locations have been evaluated, and

i) there are no reasonable alternative locations which avoid prime agricultural areas; and

ii) there are no reasonable alternative locations in prime agricultural areas with lower priority agricultural lands

2.3.6.2 Impacts from any new or expanding non-agricultural uses on surrounding agricultural operations and lands are to be mitigated to the extent feasible.

6.0 Definitions

Agricultural System: a system comprised of a group of inter-connected elements that collectively create a viable, thriving agricultural sector. It has two components:

- a) An agricultural land base comprised of prime agricultural areas, including specialty crop areas, and rural lands that together create a continuous productive land base for agriculture; and
- b) An agri-food network which includes infrastructure, **services**, and assets important to the viability of the agri-food sector.

The proposed zoning amendment is consistent with the 2020 Provincial Policy Statement as it promotes economic development while also enhancing the viability of agricultural systems by providing agri-food network infrastructure repairs.

4.2 United Counties of Stormont, Dundas and Glengarry Official Plan

Table 5.2-Resource Lands and Scope of Uses

Agricultural Resource Lands	<ul style="list-style-type: none"> - Agricultural uses - Agricultural- related uses and on-farm diversified uses - Forestry use or woodlands - Conservation uses - Existing dwellings and dwellings on lots created by consent under Section 8.12.13 and legally existing uses, buildings, or structures - Public service facilities which are more appropriately located in the rural area because of their type, size, or the catchment area they serve - Mineral aggregate operation as an interim use - Passive outdoor recreation use excluding buildings and golf courses - Passive outdoor recreation use excluding buildings and golf courses - Natural heritage features and areas - Wayside Pits or Quarries - Legally existing uses, buildings or structures
-----------------------------	---

5.3.2 Scope of Permitted Uses

Existing non-agricultural uses, buildings or structures may be expanded provided they will be compatible with farm operations. If proposals are made for a non-agricultural use, an Official Plan Amendment would be required to permit the use. The lands would remain in an agricultural designation however site-specific provisions would permit the specific use identified in the proposal. Should approval be obtained it would only permit the use specified in the proposal and is not intended to establish a 'general approval' for a series of uses.

5.3.3 On-Farm Diversified Uses

On-farm diversified uses are secondary to the principal agricultural use of the property, and are limited in the area. On-farm diversified uses include, but are not limited to, home occupations, home industries, agri-tourism uses, and uses that produce value-added agricultural products. These uses shall be compatible with, and shall not hinder, surrounding agricultural operations.

The applicant has applied for an Official Plan Amendment in order to permit an automobile, commercial, and agricultural equipment repair garage. The existing shop was originally utilized as a home occupation, however now the applicant is looking to expand the business, utilizing the same building footprint but completing more commercial equipment repair work.

4.3 Former Township of Mountain Zoning By-law No. 79-6

The subject land is currently zoned “Rural (RU)” and is proposed to be rezoned to “Rural (RU-29)” which will permit an Automotive, Commercial, and Agricultural Equipment Repair shop.

Currently permitted uses within the Rural zone are as follows:

10.1 a) Permitted Uses

- Accessory dwelling
- Single-family dwelling
- Apiary
- Conservation use
- Country clubs
- Farm
- Farm produce outlet
- Forestry use but not including a sawmill
- Existing cemeteries
- Golf course
- Kennel (See Section 10.2 (f)) By-law 94-09
- Market/nursery gardening
- Private club
- Private Park
- Public Park
- Public use
- Specialized farm
- Rural home occupation
- Wayside pit

10.1 c) Zone Requirements - Other Uses

Lot Area (minimum) 2 ha 5 ac

Lot Frontage (minimum) 38 metres 125 ft Lot Coverage (maximum) 20%

Yard Requirements (minimum)

Front	15 metres
Rear	15 metres
Side	10 metres

5.0 ANALYSIS

The proposed Zoning By-law Amendment will change the zoning of the subject property at 2570 County Road 1 from Rural (RU) to Rural Exception 29 (RU-29) to permit an Automotive, Commercial, and Agricultural Equipment Repair shop.



The subject property is surrounded by agricultural and rural uses. The addition of an Automotive, Commercial, and Agricultural Equipment Repair shop will provide a rural opportunity for economic development, which also acts as a key aspect in the existing Agri-food network, by repairing vehicles & farm equipment utilized in the surrounding area.

6.0 COMMENTS

No comments have been received.

7.0 RECOMMENDATION

The proposed amendment constitutes good planning, conforms with the Official Plan and Provincial Policy Statement 2020, and therefore Township Council should consider approving the proposed zoning amendment.

Secondly, that Council considers any comments from the public and adjacent neighbours during the public meeting before considering the proposed amendment.

Prepared By:

ORIGINAL SIGNED
Danielle Ward, BES, MES
Junior Planner

June 30th 2022
Date

I hereby certify that this report was prepared under the supervision of a Registered Professional Planner within the meaning of the Ontario Professional Planners Institute Act, 1994.

ORIGINAL SIGNED
Calvin Pol, MCIP, RPP, BES
Director of Planning, Building and Enforcement

June 30th 2022
Date

THE CORPORATION OF THE UNITED COUNTIES

OF STORMONT, DUNDAS AND GLENGARRY

BY-LAW NO. 5365

A BY-LAW to adopt Official Plan Amendment No. 12 to the Official Plan of the United Counties of Stormont, Dundas and Glengarry.

WHEREAS the Official Plan of the United Counties of Stormont, Dundas and Glengarry was adopted by Council on July 17, 2017, and approved by the Minister of Municipal Affairs and Housing on February 4, 2018.

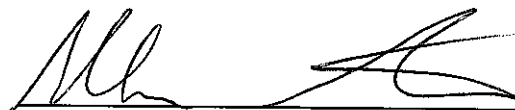
AND WHEREAS Section 17 (22) of the Planning Act, R.S.O., 1990 provides for the adoption of an official plan (or amendment) by a municipal council.

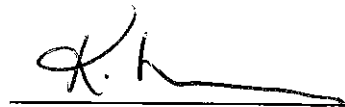
AND WHEREAS Official Plan Amendment No. 12 is a site-specific amendment which permits an automobile, commercial, and equipment repair garage in the Agricultural Resources Lands designation on Part of Lot 6, Concession 4 in the Township of North Dundas.

NOW THEREFORE the Council of the Corporation of the United Counties of Stormont, Dundas and Glengarry enacts as follows:

1. That Official Plan Amendment No. 12 to the Official Plan of the Corporation of the United Counties of Stormont, Dundas and Glengarry, attached hereto as Schedule "A" to this By-law, is hereby adopted.
2. That this By-law come into force and effect on the final passing thereof.

READ and passed in Open Council, signed and sealed this 18th day of July, 2022.


WARDEN


CLERK

SCHEDULE "A" TO BY-LAW No. 5365

**AMENDMENT NO. 12 TO THE
OFFICIAL PLAN FOR THE
UNITED COUNTIES OF STORMONT,
DUNDAS AND GLENGARRY**

Owner: Spencer Livingston & Marika Livingston

Official Plan Amendment
Special Land Use District

Township of North Dundas



**UNITED COUNTIES OF STORMONT
DUNDAS AND GLENGARRY**

**CERTIFICATION OF COMPLIANCE WITH PUBLIC INVOLVEMENT AND NOTICE
REQUIREMENTS**

I, Kimberley Casselman, Clerk, hereby certify that the requirements for the giving of notice and the holding of at least one (1) public meeting as set out in Subsection 17(15) of the Planning Act, R.S.O. 1990, and the giving of notice as set out in Subsection 17(23) of the Planning Act, R.S.O. 1990, have been complied with.

Signed  _____
Kimberley Casselman, Clerk

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PART B - THE AMENDMENT	3
PART C – THE APPENDICES	5

Appendices

Appendix A: Notice of Public Meeting
Appendix B: Record of Proceedings
Appendix C: Planning Rationale

STATEMENT OF COMPONENTS

PART A - PREAMBLE

Introduces the actual Amendment but does not constitute part of Amendment No. 12 to the Official Plan for the United Counties of Stormont, Dundas and Glengarry.

PART B - THE AMENDMENT

Consists of the following text, which constitutes Amendment No. 12 to the Official Plan for the United Counties of Stormont, Dundas and Glengarry.

PART C - THE APPENDICES

Do not form part of Amendment No. 12 but are provided to clarify the intent and to supply background information related to the Amendment.

PART A – PREAMBLE

Purpose

The purpose of Amendment No. 12 to the Official Plan for the United Counties of Stormont, Dundas and Glengarry, being an amendment initiated by an individual pursuant to Section 22 of the *Planning Act*, resulting in a Special Land Use District, in the Township of North Dundas to permit an Automobile, Commercial and Equipment Repair Garage using existing buildings and infrastructure located on the property. This special land use district will be reflected on Schedule A1 of the SDG OP.

Location

The subject property is described as being Part of Lot 6, Concession 4, in the former Township of Mountain, now the Township of North Dundas, located at 2570 County Road 1 in the Agricultural Resource Lands. The subject property is flagged shaped, with approximately 13.78m of frontage on County Road 1 and measures an area of approximately 4.17 acres in size. The subject property is located at the intersection of County Road 1 and Pepperville Road. The lands surrounding the property are designated as Agricultural Resource Lands, most of which are primarily active agricultural fields.

Basis

In the Official Plan for the United Counties of Stormont, Dundas and Glengarry, the property is presently designated as “*Agricultural Resource Lands*”. The purpose of this designation is to protect prime agricultural land for agriculture and agricultural-related uses. The subject property is currently developed with four existing structures located on the property which include a residential dwelling, garage, shop, and silo. The property includes existing vegetation which aids in screening the buildings from the road, and due to the “flag” shape of the lot, the development is set farther back from the road.

The subject property is currently operating a home-based business which services vehicles, primarily conducting oil changes and repairs. The property owners would like to permit an automobile, commercial, and equipment repair garage to operate out of the existing infrastructure located on the property. The proposal to continue the existing automotive business and expand for commercial purposes does not impact any of the active surrounding agricultural and farming land uses as the proposal will be operational utilizing the existing structures on the property.

The proposed site-specific land use district would permit the applicants to continue to operate their home-based business and give them the opportunity to expand so that they may also repair commercial vehicles. The proposed use of the site for an automobile, commercial, and equipment repair garage will utilize existing buildings, and will not conflict with normal agricultural operations on abutting lands. Overall, with the exception of the amendment for the use, the proposal meets the general intent of the Official Plan policies.

PART B - THE AMENDMENT

The Introductory Statement

All this part of the document entitled, Part B - The Amendment, consisting of the following text and Schedule "A", constitutes Amendment No. 12 to the Official Plan for the United Counties of Stormont, Dundas, and Glengarry.

Details of the Amendment

The Official Plan of the United Counties of Stormont, Dundas and Glengarry is amended as follows:

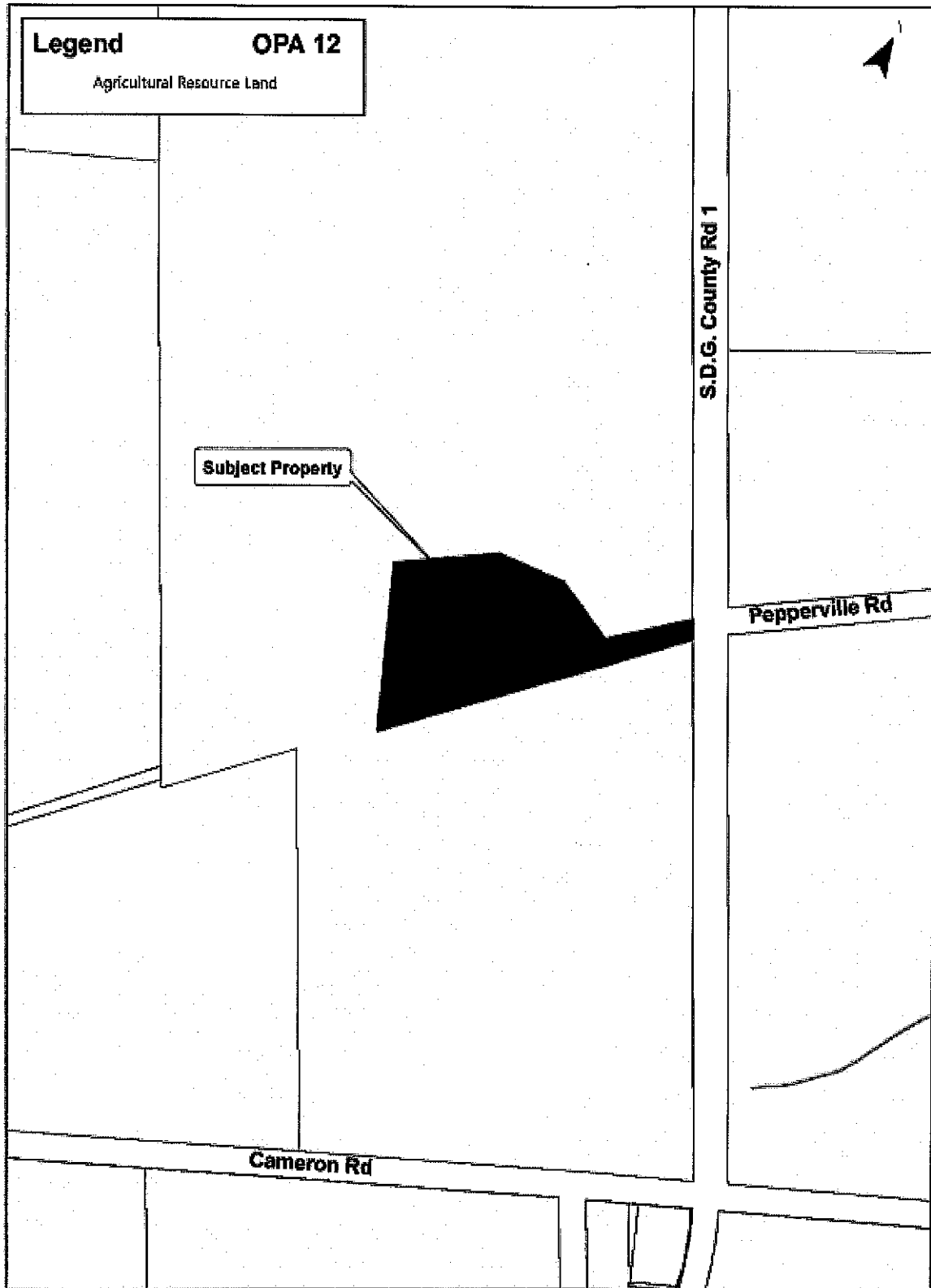
1. Schedule A1: Township of North Dundas is hereby amended by re-designating the lands shown as "Subject Property" on Schedule "A" to Amendment No. 12 attached hereto, into "Section 9.1 Special Land Use Districts."
2. "Table 9.1.1 - Special Land Use Districts, Township of North Dundas" is hereby amended by adding the following:

"Notwithstanding the Agricultural Resource Lands policies to the contrary, an automobile, commercial, and equipment repair garage shall be permitted on the lands"

Implementation

1. The existing policies of the Stormont, Dundas and Glengarry Official Plan respecting the Rural District and other general policies are still applicable to the subject lands.
2. The Amendment shall be implemented through an amendment to the Township of North Dundas's Zoning By-law.

Schedule "A"
OPA 12



PART C – THE APPENDICES

APPENDIX A: NOTICE OF PUBLIC MEETING

APPENDIX B: RECORD OF PROCEEDING

APPENDIX C: PLANNING RATIONALE

Appendix A: Notice of Public Meeting



NOTICE OF A PUBLIC MEETING



CONCERNING A PROPOSED AMENDMENT TO THE OFFICIAL PLAN OF THE UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY AND PROPOSED AMENDMENT TO THE (FORMER TOWNSHIP OF MOUNTAIN) ZONING BY-LAW OF THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

TAKE NOTICE that the Council of The Corporation of the Township of North Dundas will hold a public meeting on the 12th of July at 6:00 p.m. at the North Dundas Council Chambers, 638 St. Lawrence Street, Winchester, Ontario to hear the planning merits and gather public input regarding a proposed amendment to the Official Plan of the United Counties of Stormont, Dundas and Glengarry and consider a proposed amendment to Zoning By-law 79-6 (former Township of Mountain) under Sections 22 and 34 of the *Planning Act, R.S.O. 1990, Chapter P. 13*, as amended.

THE LANDS to which the Official Plan Amendment and Zoning By-law Amendment apply to is legally described as, Concession 4 Part Lot 6, being Parts 1, 2, 3 and 4 on Reference Plan 8R5569, former Township of Mountain, now the Township of North Dundas, County of Dundas, municipally known as 2570 County Road 1, Mountain Ontario as indicated by the shaded area on the attached Key Map.

1. THE PROPOSED OFFICIAL PLAN AMENDMENT would change the Official Plan designation from "Agricultural Resource Lands" to "Special Land Use District" to permit the use of a commercial automobile and equipment repair garage. The effect of the proposed Official Plan Amendment is that an automotive, commercial vehicle, and equipment repair garage would be permitted on the subject land. If the proposed amendment is adopted by the United Counties, the subject lands will be designated as "Special Land Use District" and cease to be designated as "Agricultural Resource Lands".

NOTICE FOR THE OFFICIAL PLAN AMENDMENT

If you wish to be notified of the adoption of the proposed Official Plan Amendment, or of the refusal of a request to amend the Official Plan, you must make a written request to the United Counties of Stormont, Dundas and Glengarry, 28 Pitt Street, Cornwall, Ontario, K6J 3P2. Any appeal of the proposed Official Plan Amendment must be made to the Clerk of the United Counties after the United Counties have rendered its decision in this matter.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the United Counties of Stormont, Dundas and Glengarry before the proposed Official Plan Amendment is adopted, the person or public body is not entitled to appeal the decision of the United Counties of Stormont, Dundas and Glengarry to the Ontario Municipal Board.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to United Counties of Stormont, Dundas and Glengarry before the Official Plan Amendment is adopted, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the Board, there are reasonable grounds to add the person or public body as a party.

2. THE PROPOSED ZONING BY-LAW AMENDMENT would change the zoning of the land from the "Rural (RU)" zone to "Rural Exemption Twenty-Nine (RU-29)" zone. The purpose of the amendment is to permit an automotive, commercial vehicle, and equipment repair garage on the subject property. If the By-law is adopted by North Dundas Township Council, the subject lands will be zoned to permit an automotive, commercial vehicle, and equipment repair garage on the property.

NOTICE FOR THE ZONING BY-LAW AMENDMENT

PUBLIC MEETING
NOTICE

~ 2 ~

OFFICIAL PLAN AMENDMENT
ZONING BY-LAW AMENDMENT

If a person or public body does not make oral submissions at a public meeting or make written submissions to the Township of North Dundas before the Zoning By-law Amendment is passed, the person or public body is not entitled to appeal the decision of the Council of The Corporation of the Township of North Dundas to the Ontario Municipal Board.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the Township of North Dundas before the Zoning By-law Amendment is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the Board, there are reasonable grounds to do so.

The proposed Zoning By-law Amendment will not come into full force and effect until such time as the related amendment to the Official Plan for the United Counties of Stormont, Dundas and Glengarry (as described in Item 1 above) is approved by the Council of the Corporation of the United Counties of Stormont, Dundas and Glengarry and subject to coming into force under the provisions of the Planning Act.

ANY PERSON may attend the public meeting and/or make written or verbal representations either in support of or in opposition to the proposed Official Plan Amendment or Zoning By-law Amendment.

ADDITIONAL INFORMATION relating to the proposed Official Plan Amendment and Zoning By-law Amendment is available for inspection from Monday to Friday between 8:30 a.m. and 4:30 p.m. at the Township Office located at 636 St. Lawrence Street, or by contacting the Planning Department at (613) 774-2105, Ext 238.

Dated at the Township of North Dundas this 13th day of June 2022.

Kimberley Casselman
County Clerk
United Counties of
Stormont, Dundas & Glengarry
26 Pitt Street, Suite 32
Cornwall, ON, K6J 3P2
1-(800)-267-7158 (Phone)
(613) 836-2913 (Fax)
www.sdgcounties.ca

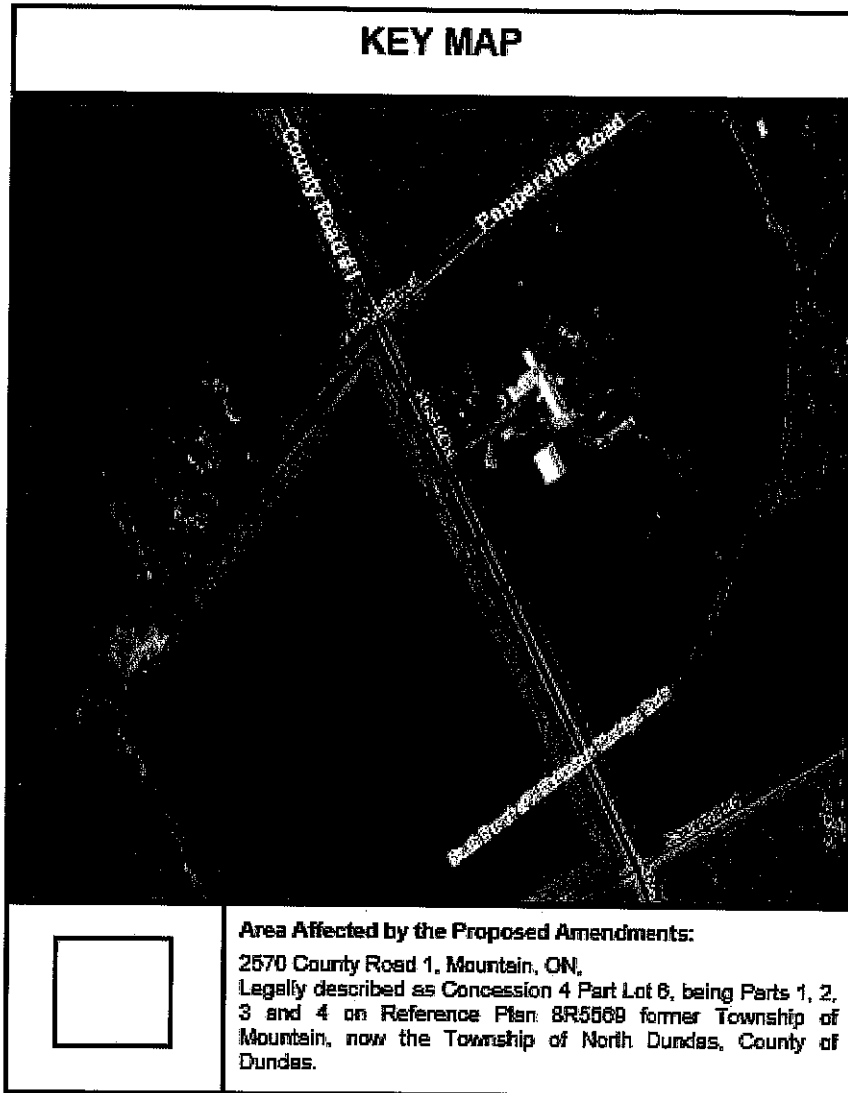
Nancy Johnston
Township Clerk
Township of North Dundas
636 St. Lawrence Street
P.O Box 489
Winchester, ON, K0C 2K0
(613) 774-2105 (Phone)
(613) 774 5699 (Fax)
www.northdundas.com



PUBLIC MEETING
NOTICE

~ 3 ~

OFFICIAL PLAN AMENDMENT
ZONING BY-LAW AMENDMENT



Appendix B: Record of Proceedings

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS RESOLUTION

Regular Meeting

Resolution 2022-²⁹⁰

Date: July 12, 2022

Moved By:

Seconded By:

BE IT RESOLVED THAT Council receives and approves the Planning Report for the Official Plan Amendment #12 and Zoning Bylaw amendment for Livingston and has no objections to and recommends approval to the United Counties of SD&G of the Official Plan Amendment.

FURTHER THAT Council directs the Clerk to prepare the statutory record, in accordance with the requirements of the Planning Act, to be forwarded to the United Counties of Stormont Dundas and Glengary as the approval authority.

Carried

Deferred

Defeated

MAYOR

Recorded Vote:	Yea	Nay
Mayor Fraser	___	___
Deputy Mayor Armstrong	___	___
Councillor Annable	___	___
Councillor Thompson	___	___
Councillor Bergeron	___	___



ACTION REQUEST – BYLAW

Planning, Building & Enforcement

To: Mayor and Members of Council

Date of Meeting: July 12, 2022

Subject: Bylaw No. 2022-60

RECOMMENDATION:

THAT Bylaw No. 2022-60 being a Bylaw to amend former Township of Mountain Zoning Bylaw No. 79-6 as amended, be read and passed in Open Council signed and sealed this 12th day of July 2022.

BACKGROUND:

The Township of North Dundas received a site-specific application to amend the former Township of Mountain Zoning Bylaw No. 79-6, as amended to rezone the subject property from "Rural (RU) to "Rural Exception 29 (RU-29)"

The subject property is currently also subject of an Official Plan Amendment (OPA #12) to re-designate the land from "Agricultural Resource Lands" to "Special Land Use District".

The subject property, purchased in 2020, is currently a residential property with a small rural home occupation. The property was severed as a surplus dwelling in 2017, and contains a single detached dwelling, a detached garage, a grain silo, and a large accessory building.



The purpose of this amendment is to permit an Automotive, Commercial, and Agricultural Equipment repair garage utilizing the existing infrastructure located on the property. The applicant is not expanding the footprint of the existing repair garage. The exception will permit the subject property to operate an Automotive, Commercial, and Agricultural Equipment garage.

The attached bylaw permits the re-zoning of the subject property in the Township of Mountain Zoning Bylaw 79-6 from Rural (RU) to Rural Exception 29 (RU-29), with the exception that the bylaw will not come into effect until the successful passing of the United

Counties of Stormont, Dundas and Glengarry Official Plan Amendment #12 and appeal period. This means that the Automotive, Commercial, and Agricultural Equipment garage will not be a permitted use on the property until after the appeal period for Official Plan Amendment #12 is complete and no appeals have been filed.

OPTIONS AND DISCUSSION:

1. Approve the recommendation - recommended.
2. Do not approve the recommendation - not recommended.

FINANCIAL ANALYSIS:

No Financial Impact at this time.

OTHERS CONSULTED:

Applicant
Chief Building Official
Government Agencies
United Counties of SD&G
Public bodies as required under the Planning Act
Neighbours within 120 m of the property

ATTACHMENTS:

Livingston Official Plan Amendment #12- Report
Planning Report- Livingston
Draft Bylaw No. 2022-60



Planning Report

Re:	Zoning Bylaw Amendment request by Spencer and Marika Livingston the property legally described as Part of Lot 6, Concession 4, being Parts 1, 2, 3 and 4 on Reference Plan 8R5569, former Township of Mountain, now the Township of North Dundas, County of Dundas, Municipally known as 2570 County Road 1.
Date:	June 29 th 2022
Attachments:	Appendix I: Zoning
Official Plan:	Agricultural Resource Lands Designation
Current Zoning:	Rural (RU)
Proposed Zoning:	Rural Exception 29 (RU-29)
Subject Area:	Approximately 3.99 acres
Existing Use:	Residential, Home Occupation for minor Auto Repairs
Proposed Use:	Residential and Automotive, Commercial, and Agricultural Equipment Repair

1.0 PURPOSE & EFFECT

The purpose of this application is to amend Zoning Bylaw 79-6 (former Township of Mountain), as amended, to rezone part of the subject property from the "Rural (RU)" to "Rural Exception Twenty-Nine (RU-29)" to permit an automotive, commercial, and agricultural equipment repair garage on the subject property utilizing existing infrastructure.

The applicants have also applied for an Official Plan Amendment (OPA #12) to the United



Counties of Stormont, Dundas and Glengarry's (SD&G) Official Plan to re-designate the land from "Agricultural Resource Lands" to "Special Land Use District".

The United Counties Official Plan Amendment (OPA #12) is scheduled to be heard at the same meeting as the Zoning Amendment, July 12th 2022.

The application proposes an automobile, commercial, and equipment repair garage utilizing the existing infrastructure located on the property.

2.0 BACKGROUND

Since the property was purchased in 2020, the applicant has been operating a small home occupation (automotive repair) from an accessory structure that was constructed in 2019. The home, originally built in 1830 was originally apart of the surrounding farmland, and was severed as a surplus dwelling in 2017. The residential lot, which is flag shaped, contains a detached garage, grain silo, and the aforementioned accessory building, as well as the dwelling.

3.0 SUBJECT AREA & SURROUNDING SITE

The subject property is known as 2570 County Road 1, Mountain, Ontario. The property is bounded to east and west by "Rural (RU)" lands and Rural Exception 18 (RU-18) to the north and south.

The property is currently designated "Agricultural Resource Lands Designation" in the SD&G Official Plan and will require an Official Plan Amendment to "Special Land Use District" to accommodate the proposed



use. It is currently zoned "Rural (RU)" and requires a Zoning Amendment to "Rural Exception 29 (RU-29)" to accommodate the proposed use.

The surrounding lands are primarily designated "Rural District" with some lands also designated as "Extractive Resource Lands (Mineral Aggregate Reserve)" in the SD&G

Official Plan. The surrounding zones are primarily "Rural (RU)" and "Agricultural Resource Lands" in the Official Plan.

4.0 POLICY DIRECTIONS

4.1 Provincial Policy Statement 2020

Ontario has a set of Provincial Policy Statements which Township Council's decisions must be consistent with. The relevant policy sections are listed as follows:

Part IV

The Provincial Policy Statement focuses growth and development within urban and rural settlement areas while supporting the viability of rural areas. It recognizes that the wise management of land use change may involve directing, promoting, or sustaining development. Land use must be carefully managed to accommodate appropriate development to meet the full range of current and future needs.

1.7 Long Term Economic Prosperity

1.7.1 Long Term Economic Prosperity should be supported by:

- (a) promoting opportunities for economic development and community investment-readiness.
- (i) sustaining and enhancing the viability of the agricultural system through protecting agricultural resources, minimizing land use conflicts, providing opportunities to support local food, and maintaining and improving the agri-food network.

2.3.2 Planning authorities are encouraged to use an agricultural system approach to maintain and enhance the geographic continuity of the agricultural land base and the functional and economic connections to the agri-food network.

2.3.3.1 In prime agricultural areas, permitted uses and activities are: agricultural uses, agriculture-related uses and on-farm diversified uses. Proposed agriculture-related uses and on-farm diversified uses shall be compatible with, and shall not hinder, surrounding agricultural operations. Criteria for these uses may be based on guidelines developed by the province or municipal approaches, as set out in municipal planning documents, which achieve the same objectives.

2.3.6.1 Planning Authorities may only permit non-agricultural uses in prime agricultural areas for

(b) limited non-residential uses, provided that all of the following are demonstrated:

1. The land does not compromise a specialty crop area;
4. Alternative locations have been evaluated, and
 - i) there are no reasonable alternative locations which avoid prime agricultural areas; and
 - ii) there are no reasonable alternative locations in prime agricultural areas with lower priority agricultural lands

2.3.6.2 Impacts from any new or expanding non-agricultural uses on surrounding agricultural operations and lands are to be mitigated to the extent feasible.

6.0 Definitions

Agricultural System: a system comprised of a group of inter-connected elements that collectively create a viable, thriving agricultural sector. It has two components:

- a) An agricultural land base comprised of prime agricultural areas, including specialty crop areas, and rural lands that together create a continuous productive land base for agriculture; and
- b) An agri-food network which includes infrastructure, services, and assets important to the viability of the agri-food sector.

The proposed zoning amendment is consistent with the 2020 Provincial Policy Statement as it promotes economic development while also enhancing the viability of agricultural systems by providing agri-food network infrastructure repairs.

4.2 United Counties of Stormont, Dundas and Glenora Official Plan

Table 5.2-Resource Lands and Scope of Uses

Agricultural Resource Lands	<ul style="list-style-type: none"> - Agricultural uses - Agricultural- related uses and on-farm diversified uses - Forestry use or woodlands - Conservation uses - Existing dwellings and dwellings on lots created by consent under Section 8.12.13 and legally existing uses, buildings, or structures - Public service facilities which are more appropriately located in the rural area because of their type, size, or the catchment area they serve - Mineral aggregate operation as an interim use - Passive outdoor recreation use excluding buildings and golf courses - Passive outdoor recreation use excluding buildings and golf courses - Natural heritage features and areas - Wayside Pits or Quarries - Legally existing uses, buildings or structures
-----------------------------	---

5.3.2 Scope of Permitted Uses

Existing non-agricultural uses, buildings or structures may be expanded provided they will be compatible with farm operations. If proposals are made for a non-agricultural use, an Official Plan Amendment would be required to permit the use. The lands would remain in an agricultural designation however site-specific

provisions would permit the specific use identified in the proposal. Should approval be obtained it would only permit the use specified in the proposal and is not intended to establish a 'general approval' for a series of uses.

5.3.3 On-Farm Diversified Uses

On-farm diversified uses are secondary to the principal agricultural use of the property, and are limited in the area. On-farm diversified uses include, but are not limited to, home occupations, home industries, agri-tourism uses, and uses that produce value-added agricultural products. These uses shall be compatible with, and shall not hinder, surrounding agricultural operations.

The applicant has applied for an Official Plan Amendment in order to permit an automobile, commercial, and agricultural equipment repair garage. The existing shop was originally utilized as a home occupation, however now the applicant is looking to expand the business, utilizing the same building footprint but completing more commercial equipment repair work.

4.3 Former Township of Mountain Zoning By-law No. 79-6

The subject land is currently zoned "Rural (RU)" and is proposed to be rezoned to "Rural (RU-29)" which will permit an Automotive, Commercial, and Agricultural Equipment Repair shop.

Currently permitted uses within the Rural zone are as follows:

- 10.1 a) Permitted Uses
- Accessory dwelling
 - Single-family dwelling
 - Apiary
 - Conservation use
 - Country clubs
 - Farm
 - Farm produce outlet
 - Forestry use but not including a sawmill
 - Existing cemeteries
 - Golf course
 - Kennel (See Section 10.2 (f)) By-law 94-09
 - Market/nursery gardening
 - Private club
 - Private Park
 - Public Park
 - Public use
 - Specialized farm
 - Rural home occupation
 - Wayside pit

- 10.1 c) **Zone Requirements - Other Uses**
 Lot Area (minimum) 2 ha 5 ac
 Lot Frontage (minimum) 38 metres 125 ft Lot Coverage (maximum) 20%
 Yard Requirements (minimum)
 Front 15 metres
 Rear 15 metres
 Side 10 metres

5.0 ANALYSIS

The proposed Zoning By-law Amendment will change the zoning of the subject property at 2570 County Road 1 from Rural (RU) to Rural Exception 29 (RU-29) to permit an Automotive, Commercial, and Agricultural Equipment Repair shop.



The subject property is surrounded by agricultural and rural uses. The addition of an Automotive, Commercial, and Agricultural Equipment Repair shop will provide a rural opportunity for economic development, which also acts as a key aspect in the existing Agri-food network, by repairing vehicles & farm equipment utilized in the surrounding area.

6.0 COMMENTS

No comments have been received.

7.0 RECOMMENDATION

The proposed amendment constitutes good planning, conforms with the Official Plan and Provincial Policy Statement 2020, and therefore Township Council should consider approving the proposed zoning amendment.

Secondly, that Council considers any comments from the public and adjacent neighbours during the public meeting before considering the proposed amendment.

Prepared By:

ORIGINAL SIGNED
Danielle Ward, BES, MES
Junior Planner

June 30th 2022
Date

I hereby certify that this report was prepared under the supervision of a Registered Professional Planner within the meaning of the Ontario Professional Planners Institute Act, 1994.

ORIGINAL SIGNED
Calvin Pol, MCIP, RPP, BES
Director of Planning, Building and Enforcement

July 4th 2022
Date

Appendix C: Planning Rationale



April 29, 2022

United Counties of Stormont, Dundas and Glengarry
26 Pitt Street, Suite 223
Cornwall, ON K6J 3P2

Township of North Dundas
636 St. Lawrence Street
P.O. Box 489
Winchester, ON K0C 2K0

**RE: Application for Official Plan and Zoning By-Law Amendment
2570 County Road 1
Lot 6, Concession 4, Geographic Township of Mountain
Township of North Dundas
United Counties of Stormont, Dundas, and Glengarry
Owners: Spencer Livingston and Marika Livingston**

To Whom It May Concern,

ZanderPlan Inc. has been retained by the property owners to assist with an Official Plan Amendment and Zoning By-law Amendment to permit the establishment of a commercial garage on the property located at 2570 County Road 1 in the Geographic Township of Mountain. The subject property is flag-shaped and measures approximately 4.17 acres in size, located near the intersection of Pepperville Road and County Road 1. The lot was created as part of a surplus farm dwelling severance. There are four existing buildings located on the site, including a residential dwelling, attached garage, shop, and silo. There is existing frontage of approximately 13.78 m on County Road 1. The owners operate a home-based business for automobile service from the existing buildings. The purpose of the applications is to seek an Official Plan Amendment and Zoning By-Law Amendment to add broader automobile uses on the site. This will be required to permit the function of an automobile, commercial, and equipment repair garage.

Subject property

The subject property is located in Part of Lot 6, Concession 4 in the Geographic Township of Mountain, in an area characterized by agricultural and rural land uses. The subject property is flag-shaped, with approximately 13.78 m of frontage on County Road 1 and measures an area of approximately 4.17 acres in size (Figure 1). The subject property sits at the intersection of County P.O. Box 20148 Perth, Ontario K7H 3M6 ph: 613-264-9600 fax: 613-264-9609 www.zanderplan.com

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Road 1 and Pepperville Road. There are four existing buildings located on the site including a residential dwelling, garage, shop, and silo. The silo is located in the northeast of the subject property. The single-detached dwelling with attached garage is located in the centre of the property with approximately 23.4 m setback from the eastern property boundary. The building used as a shop is located in the southwest, with a 11.8 m setback from the western property boundary. The property includes existing vegetation which aids in screening the buildings from the road, and due to the "flag" shape of the lot, the development is set quite far back from the road. The subject property is currently operating a home-based business which services vehicles, primarily conducting oil changes and repairs. The property owners would like to permit an automobile, commercial, and equipment repair garage to operate out of the existing infrastructure.



Figure 1. Aerial Photograph of Parcel Boundary of 2570 County Road 1

Source: AgMaps

Surrounding Uses

The surrounding lands to the north, south, and west of the subject property are designated as Agricultural Resource Lands according to the Official Plan - Land Use Schedule A1. These lands are zoned as Special Exception Zones 18 (RU-18) according to the Township of Mountain Zoning By-Law Schedule A and are primarily active agricultural fields; the exception zone prohibits the

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construction of a dwelling. The lands abutting County Road 1 to the east of the subject property are zoned as Rural lands with frontage on Pepperville Road. The property south of Pepperville Road is designated as Agricultural Resource Lands with a civic address of 2579 County Road 1. This property is zoned for rural activity and is characterized by farming operations. The proposal to continue the existing automotive business and expand for commercial purposes does not impact any surrounding agricultural and farming land uses as it will operate from existing infrastructure, is set well back from the county road, is surrounded by agricultural fields, and will continue to comply with all zoning provisions. It is appropriately set back from the County Road and is screened with existing vegetation.

Provincial Policy Statement, 2020

The Provincial Policy Statement (PPS, 2020), created under the authority of Section 3 of the *Planning Act*, identifies matters of Provincial interest which must be considered when planning applications are filed in Ontario. Approval authorities are required to ensure that decisions on planning matters are consistent with these policies.

Section 1.0 speaks to building strong healthy communities by promoting efficient land use and development patterns. The proposal seeks to efficiently develop this land by using existing buildings, servicing and current infrastructure to establish a commercial business. **Section 1.1.1 (d)** seeks to avoid development and land use patterns that would prevent efficient expansion of settlement areas. With the Zoning By-law and Official Plan amendment, the permitted uses will align with the promotion of efficient development and land use patterns without constraining any expansion of settlement areas. The existing residential use will remain on the site.

Section 1.6.6.1 speaks to sewage, water, and stormwater services. The subject property would not require any new infrastructure or public service facilities, optimizing existing infrastructure available for the site. **Section 1.6.6.1 (b)** speaks to the accommodation of growth that promotes the efficient use for existing municipal sewage services. The proposal would not require any new infrastructure to support the expanded use. **Section 1.6.7.4** speaks to transportation systems where land use patterns, density, and mix of uses should minimize the number of vehicle trips while supporting current and future use of transit. The proposed development is not anticipated to impact traffic within the area, given the size and scale of the operation. The property fronts to a County Road where higher levels of traffic are already anticipated.

Section 2.0 Wise Use and Management of Resources speaks to the maintenance and protection of the natural heritage, water, agriculture, and cultural heritage. The subject property is surrounded by agricultural lands but is not itself used for agricultural purposes; the lot was created as a result of a surplus farm dwelling severance. **Section 2.3.1** speaks to prime



agricultural areas that need to be protected for long-term agricultural use. The existing infrastructure and buildings have no known impact on abutting agricultural lands or activity. The lot was previously severed from abutting agricultural lands and is not of sufficient size for agricultural uses. The buildings to support the expanded use are already in place, and are set back from the County Road and screened with existing vegetation. As a result, the proposal does not restrict or impede any agricultural activity as it will be using existing infrastructure. Section 2.3.6.2 speaks to non-agricultural uses in prime agricultural areas that mitigate the impact of new or expanding development on these lands. The proposal for a change in permitted use will not affect any agricultural operation, as the existing development does not pose as a threat or impede on the existing natural resources or agricultural lands. There are not any viable properties nearby to support the proposed automotive use, the buildings and infrastructure are existing, and the property fronts to a higher-level County Road.

Section 3.0 protecting Public Health and Safety speaks to reducing the potential risks by directing development away from areas where there is an unacceptable risk to public health or safety, such as floodplains and human-made hazards. The existing infrastructure and buildings do not have any negative impact on surrounding land uses and a change in permitted uses will comply with all safety and public health policies outlined in this section. There are not any identified natural or human-made hazards on or within proximity to the site.

Overall, the proposal is consistent with the 2020 Provincial Policy Statement.

United Counties of Stormont, Dundas, and Glengarry Official Plan

The current Official Plan for the United Counties of Stormont, Dundas, and Glengarry was adopted in 2018. The subject property falls within the Agricultural Resource Lands designation on the Official Plan Schedule A1 within the Township of North Dundas (Figure 2).

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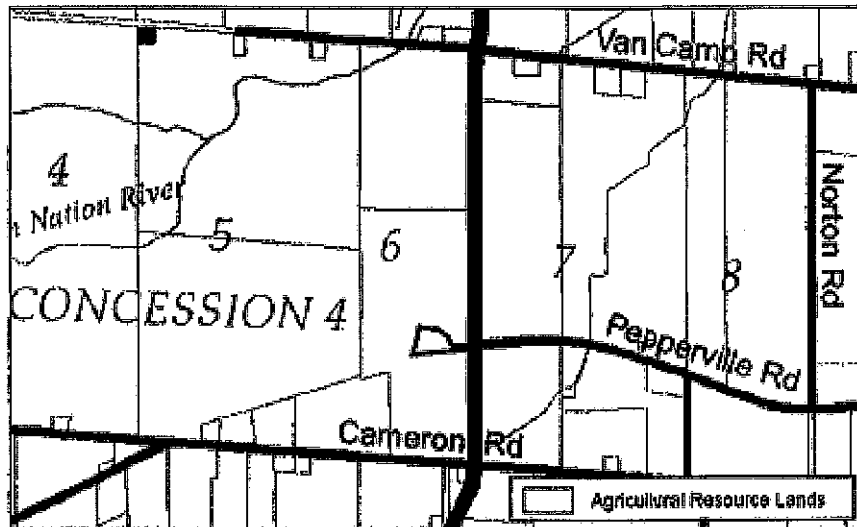


Figure 2. Official Plan Designation – Schedule A

Source: United Counties of Stormont, Dundas, and Glengarry Official Plan

Section 5.2 of the Official Plan speaks to the Resource Management policies with a goal to protecting resources and minimizing land use conflicts. As per Section 5.2.2, the scope of uses and applications are outlined in Table 5.2 listing permitted and prohibited uses. Any land uses that conflict with normal agricultural operations is prohibited. The existing buildings and infrastructure on the subject property would not impact or conflict with the surrounding agricultural lands or operation, as described above. The buildings and servicing are existing and are set back from the County Road, and the property includes vegetative screening. Permitted uses in Table 5.2 include legally existing uses, buildings, or structures. The proposed uses on the site will continue to use existing buildings and infrastructure, and service vehicles that are used for commercial as well as agricultural purposes. This will not impact any surrounding lands, nor have any negative effects on agricultural-related uses over the long term.

Section 5.3 of the Official Plan speaks specifically to the Agricultural Resource Lands designation. As per Section 5.3.2, the scope of permitted uses on Agricultural Resource Lands includes agricultural related-uses, existing dwellings, and public service facilities. This section permits the use of existing dwellings that are legally existing uses, buildings, or structures. The property owners seek to expand the automotive business and permit the expanded automobile servicing uses to operate out of the existing buildings. As per Section 5.3.2, existing non-agricultural uses, buildings, or structures may be expanded provided they will be compatible with farm operations. There is no anticipate impact on surrounding agricultural uses or farming operations; however,

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the expansion of the existing home based automotive-related business to a commercial business is not permitted under the current Official Plan designation.

The owners are proposing an Official Plan Amendment to designate the subject property under a Special Land Use District to permit the use of the automobile, commercial, and equipment repair garage. Section 9.1 speaks to Special Land Use Districts, outlining permitted uses and development criteria for various locations. Table 9.1.1 outlines all special land use districts in the Township of North Dundas. The proposed wording and addition to the table is below:

Item	Roll Number	Legal Description	Development Criteria
19	0511-011-004-79202	Pt. Lot 6, Conc 4.	Notwithstanding the Agricultural Resource Land policies to the contrary, an automobile, commercial, and equipment repair garage shall be permitted on the lands.

Overall, with the exception of the amendment for the use, the proposal meets the general intent of the Official Plan policies. The proposed use of the site for an automobile, commercial, and equipment repair garage with utilize existing buildings, and will not conflict with normal agricultural operations on abutting lands.

North Dundas Zoning By-Law No. 79-6

The subject property falls in the Rural Zone (RU) as shown on Schedule A – Township of Mountain according to Zoning By-Law No. 79-6 (Figure 3). Abutting lands are in a Rural Exception zone which prohibits the construction of a dwelling; this is as a result of a surplus farm dwelling severance for the subject property. As a result of this site specific zone, no new residential uses are anticipated to be established in close proximity to the subject property and therefore impacts from the proposed use on abutting lands is expected to be minimal.

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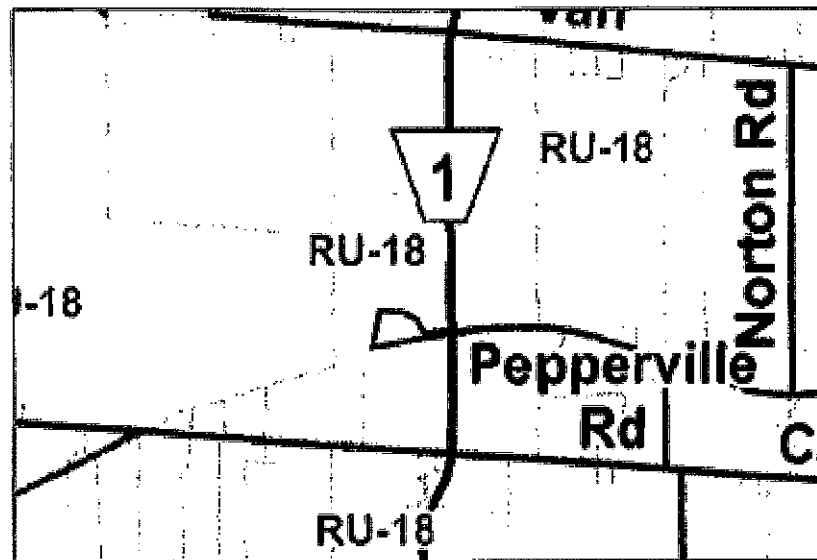


Figure 3. Zoning By-Law 79.6 – Schedule A
Source: Township of Mountain

Section 10.1 speaks to permitted uses in the Rural zone, including accessory dwelling, single family dwelling, agricultural uses, country clubs and rural home occupations. The existing building is used to operate a rural home occupation, complying with all Zoning provisions outlined in this Section of the By-law. The proposal seeks a Zoning By-law Amendment to change the permitted use to an Automobile, Commercial and Equipment Repair Garage using the existing infrastructure and buildings. As per Section 10.1, the automobile, commercial and equipment repair garage would follow under the Zoning requirements for *other uses*. The subject property must have a minimum lot area of 2 hectares, with a lot frontage of 38 metres. The subject property measures 4.17 acres (1.69 hectares) in size and has a lot frontage of 13.78m, therefore some exceptions to these provisions will be required as part of the Zoning By-law Amendment. The business will be operating from existing buildings and infrastructure which previously comply with Zoning provisions. A special exception zone will need to be implemented to permit the use of the Automobile, Commercial and Equipment Repair Garage. This will have no impact on surrounding lands and operations as it was previously operating as a home-based business.

The purpose of this proposal is to zone the subject property under a Special Exception Zone to permit the use of an automobile, commercial, and equipment repair garage. As per Section 10.1(d), the proposed wording for the special exception zone is listed below:

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Rural – Exception "X" (RU-X)

Notwithstanding the provisions of Section 10.1 (a) and Section 10.1 (c) hereof the contrary, the lands zoned RU-X shall be used in accordance with the following provisions:

Permitted Use: Automobile, Commercial and Equipment Repair Garage Zone Requirements

- ***Lot Area (minimum)*** ***16875 square metres***
- ***Lot Frontage (minimum)*** ***13.37 metres***

Summary

The owners are seeking an Official Plan Amendment and Zoning By-Law Amendment for the subject property located at 2570 County Road 1 in the Geographic Township of Mountain. The land is currently designated under the Agricultural Resource Lands designation as per the United Counties of Stormont, Dundas, and Glengarry Official Plan, and zoned as Rural (RU) land as per Zoning By-Law No. 79-6. The subject property contains four existing buildings including a silo, house, garage, and shed. The property owners are currently operating a home-based business that services vehicles including tractors. The Official Plan Amendment is proposed to create a Special Land Use District to permit the Automobile, Commercial and Equipment Repair Garage using existing buildings and infrastructure. A Zoning By-Law Amendment is sought to create a Special Exemption zone to permit the use of an Automobile, Commercial and Equipment Repair Garage in the RU zone, and to recognize the existing lot size and frontage. The proposal meets the general objectives set out in the United Counties of Stormont, Dundas, and Glengarry Official Plan and is consistent with the 2020 Provincial Policy Statement.

Should you have any further questions, please do not hesitate to contact the undersigned.

Sincerely,



Tracy Zander, M.P.I, MCIP, RPP

BYLAW No. 2022-60

EXPLANATORY NOTE

Purpose and Effect of the Bylaw

The Township of North Dundas has received an application to amend the former Township of Mountain Zoning Bylaw No. 79-6 to amend zoning on the subject property, currently zoned Rural (RU), to Rural Exception 29 (RU-29) to permit an Automotive, Commercial and Agricultural Repair Garage in addition to the permitted uses.

The lands affected by this amendment are described as Part of Lot 6, Concession 4, being Parts 1, 2, 3 and 4 on Reference Plan 8R5569, Former Township of Mountain, now the Township of North Dundas. County of Dundas (PIN 661050323).

If the proposed bylaw amendment is adopted, the applicant will also be permitted to operate an Automotive, Commercial, and Agricultural Repair Garage on the subject property.

The property to which this zoning amendment applies is also the subject of an Official Plan Amendment (No.12) to the United Counties of Stormont, Dundas and Glengarry

Applicant:

Tracey Zander (ZanderPlan Inc.)

Owners:

Spencer and Marika Livingston

Roll Number:

0511-011-004-79202

BYLAW No. 2022-60

Being a Bylaw to amend the former Township of Mountain Zoning Bylaw No. 79-6, as amended

WHEREAS pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990, as amended, the Council of a Municipality may enact bylaws and regulating the use of lands and the erection of buildings thereon;

AND WHEREAS Bylaw No. 79-6, as amended, regulates the use of land and the use and erection of buildings and structures within the former Township of Mountain, now the Township of North Dundas;

AND WHEREAS the Council of The Corporation of the Township of North Dundas deems it expedient and advisable to amend certain requirements of Bylaw No. 79-6 as amended; insofar as they relate to certain lands to which said Bylaw applies as hereinafter set forth;

AND WHEREAS County Council passed Bylaw No. 5365, being a bylaw to adopt Official Plan Amendment No.12 to the United Counties of Stormont, Dundas and Glengarry on July 18, 2022;

AND WHEREAS the matters set out in this Bylaw are deemed to be in conformity with the Official Plan of the United Counties of Stormont, Dundas and Glengarry and the 2020 Provincial Policy Statement;

NOW THEREFORE the Council of The Corporation of the Township of North Dundas enacts as follows:

1.0 The area affected by this Bylaw is described as Part of Lot 6, Concession 4, being Parts 1, 2, 3 and 4 on Reference Plan 8R5569, Former Township of Mountain, now the Township of North Dundas. County of Dundas (PIN 661050323), as indicated by the outlined areas on the Schedule “1” attached hereto, which forms part of the bylaw.

2.0 That (the former Township of Mountain) Bylaw No. 79-6, as amended, is hereby amended as follows:

2.1 That Section 10.1.d) of Bylaw 79-6, as amended, is hereby further amended by inserting the following new subsection immediately after the contents thereof:

29) Rural - Exception Twenty-Nine (RU-29)

Notwithstanding the provisions of Section 10.1 (a) hereof to the contrary, on lands zoned Rural-Exception Twenty-Nine (RU-29), the following additional uses are permitted:

- Automotive, Commercial, and Equipment Repair Garage
- Accessory uses to the foregoing

3.0 That Schedule “A” of (the Former Township of Mountain) By-law No. 79-6, as amended, is hereby further amended as follows:

3.1 That the area affected by Section 1 of this By-law shall henceforth be zoned Rural – Exception Twenty-Nine (RU-29) and shall cease to be zoned Rural (RU).

3.2 That Schedule “A” of (Former Township of Mountain) Bylaw No. 79-6 is hereby amended to comply with the provisions of this Bylaw.

- 4.0 All other applicable provisions of (Former Township of Mountain) Bylaw No. 79-6, as amended, shall continue to apply.
- 5.0 The Clerk of the Township of North Dundas is hereby authorized to make any minor modifications or corrections of an administrative, numeric, grammatical, semantic or descriptive nature or kind to the bylaw and schedule(s) as may be deemed necessary after the passage of this bylaw, where such modifications or corrections do not alter the intent of the bylaw.
- 6.0 Subject to the giving of Notice of Passing of this Bylaw, in accordance with Section 34 (18) of the Planning Act, 1990, as amended, this Bylaw shall come into force on the date of passing by the Council of the Corporation of the Township of North Dundas where no notice of appeal or objection is received, pursuant to Section 34 (21) of the Planning Act, 1990, as amended.

READ and passed in Open Council, signed and sealed this 9th day of August, 2022

MAYOR

CLERK

SCHEDULE “1”
BY-LAW No. 2022-60

Enacted by the Council of the Township of North Dundas this 9th Day of August, 2022.

Mayor

Clerk



- Area to be rezoned from Rural (RU) to Rural – Exception Twenty-Nine (RU-29)

Part of Lot 6, Concession 4, being Parts 1, 2, 3 and 4 on Reference Plan 8R5569,
former Township of Mountain, now the Township of North Dundas, County of Dundas,
Map not to scale

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Bylaw No. 2022-69

RECOMMENDATION:

THAT Bylaw No. 2022-69 being a Bylaw to amend former Township of Mountain Zoning Bylaw No. 79-6 as amended, be read and passed in Open Council signed and sealed this 9th day of August 2022.

BACKGROUND:

The Township of North Dundas received a site-specific application to amend the former Township of Mountain Zoning Bylaw No. 79-6, as amended, to rezone the subject property from “Rural (RU)” to “Rural Exception 30 (RU-30).”

The proposed Zoning Bylaw Amendment would allow the owners to construct an accessory structure for residential storage prior to the construction of a main dwelling on the subject property.

The residential lot located directly to the east of the subject property is held in the same ownership as the vacant lot. The neighbouring property, owned by the same individual currently contains a single detached home, and a garden suite which was completed through a temporary use amendment in 2021 through Bylaw 2021-82.



The surrounding uses are primarily residential and agricultural.



The subject property is surrounded by large evergreen trees and the proposed accessory storage structure is in general conformity with the remaining accessory provisions in the bylaw.

The proposed construction of a residential accessory storage building is not anticipated to have any negative impact on any of the surrounding properties.

OPTIONS AND DISCUSSION:

1. **Approve the recommendation** - recommended.
2. **Do not approve the recommendation** - not recommended.

FINANCIAL ANALYSIS:

No impact at this time.

OTHERS CONSULTED:

Applicant
Chief Building Official
Government Agencies
United Counties of SD&G
Public bodies as required under the Planning Act
Neighbours within 120 m of the property

ATTACHMENTS:

Planning Report- Dizazzo
Draft Bylaw No. 2022-69



Planning Report

Re:	Rezoning Request by Ed DiZazzo of 10614 Sandy Row, legally described as being Lot 7, on Concession 1 and Part 1 of Plan 8R-871.
Date of Meeting:	August 9 th 2022
Official Plan:	Agricultural Resource Area
Current Zoning:	Rural (RU)
Proposed Zoning:	Rural Exception Thirty (RU-30)
Subject Area:	Approximately 0.96 acres
Existing Use:	Vacant Residential Lot
Proposed Use:	Vacant Residential Lot with Accessory Structure

1. Purpose:

The Township of North Dundas received a site-specific application to amend the former Township of Mountain Zoning By-law No. 79-6, as amended, to rezone the subject property from “Rural (RU)” to “Rural Exception 30 (RU-30).”

The proposed Zoning By-law Amendment would allow the owners to construct an accessory structure for residential storage prior to the construction of a main dwelling on the subject property.



2. Background:

The subject area is located within the Agricultural Resource Lands in the United Counties of Stormont, Dundas and Glengarry's Official Plan.

The residential lot located directly to the east of the subject property is held in the same ownership as the vacant lot. The neighbouring property, owned by the same individual currently contains a single detached home, and a garden suite which was completed through a temporary use amendment in 2021 through Bylaw 2021-82.

The surrounding uses are primarily residential and agricultural.



3. Policy Direction:

3.1 Provincial Policy Statement (PPS):

Since April 30, 2014, the Planning Act requires that all decisions of Council affecting planning matters "shall be consistent with" the Provincial Policy Statement (2020).

Relevant excerpts are as follows:



Approximate proposed Accessory Structure Location as per Site Drawing submitted by Owner.

1.1.5.2 On rural lands located in municipalities, permitted uses are:

- a) the management or use of resources;
- c) residential development, including lot creation, that is locally appropriate;
- g) other rural land uses.

1.1.5.4 Development that is compatible with the rural landscape and can be sustained by rural service levels should be promoted.

1.1.5.5 Development shall be appropriate to the infrastructure which is planned or available, and avoid the need for the unjustified and/or uneconomical expansion of this infrastructure.

In short, this application is in general conformity with the Provincial Policy Statement,

3.2 United Counties of Stormont, Dundas and Glengarry Official Plan:

The lands subject to this amendment are designated as Residential Lands in the United Counties Official Plan.

Relevant excerpts are as follows:

1.8.4 Accessory Uses, Buildings and Structures

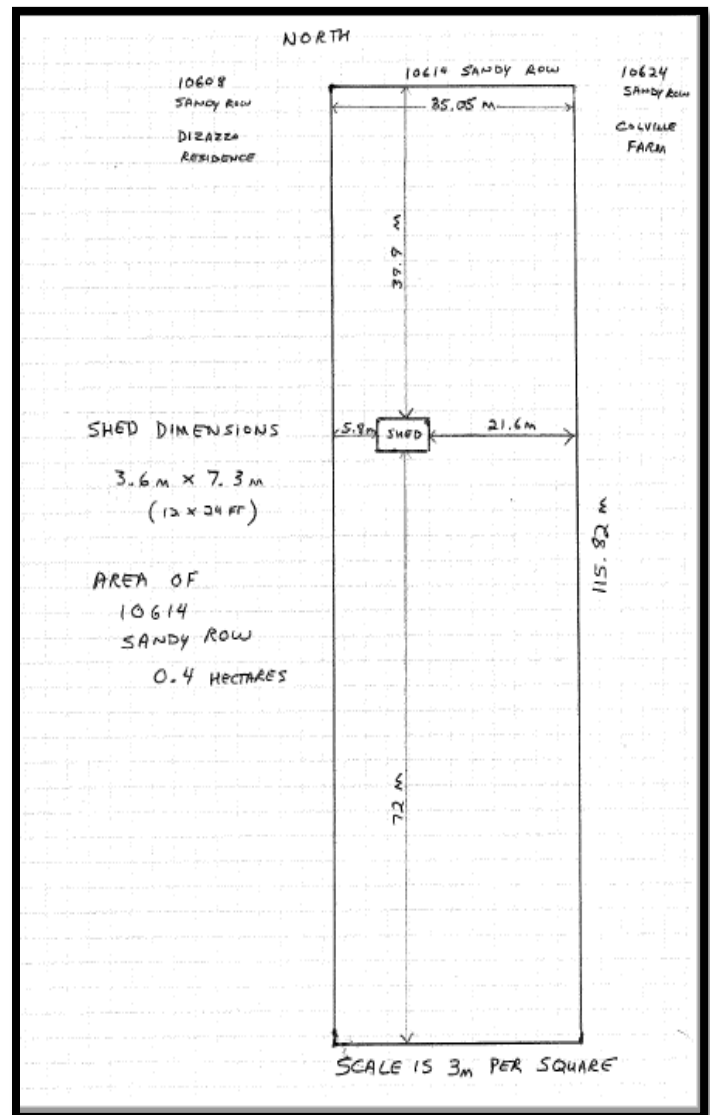
Buildings, structures, uses etc., that are normally incidental, accessory, or essential to a permitted use will also be allowed even though they may not be specifically stated or identified in the land use policies of this Plan (e.g., a detached garage or swimming pool accessory to a residential dwelling; an administrative office accessory to a campground or retail business). Where the policies of this Plan specifically affect or control the development of accessory, uses, buildings or structures, development shall only occur in conformity with those policies.

In general, the proposed construction of an accessory structure is in general conformity with the official plan.

3.3 Zoning By-law 79-6:

2.1 Accessory

When used to describe a building or structure, shall mean a subordinate building or structure not used for human habitation located on the same lot with the main building and when used to describe the use shall mean a use customarily incidental to the main use and on the same lot.



2.10 Building

a) Accessory Building shall mean a building customarily incidental and subordinate to the main use or building and located on the same lot with such main use or building.

3.1 Accessory Uses

Accessory uses, buildings or structures shall be permitted in any zone provided that:

- a) the total coverage of all accessory buildings or structures excluding a swimming pool is not greater than 10% of the total lot area;
- b) the accessory buildings or required structures are not located within any minimum required front yard or minimum required side yard adjacent to a flanking street;
- c) accessory buildings or structures are not located closer than 1.2 metres to any lot line except that common garage may be centred on the mutual lot line and boathouses or docks may be built up to a lot line that corresponds to the water's edge;
- d) accessory buildings or structures do not exceed 5 metres in any residential or commercial zone or 6.3 metres in any rural zone for an accessory building or structure to a residential use.
- e) any building or structure which is attached to the main building will not be considered accessory for the purposes of this By-law; and
- f) where the entrance to a private garage is from a lane, such building shall be a minimum of 1 metre from the rear lot line.

In general, the application to construct an accessory structure on a vacant residential lot adjacent to another residential lot with the same ownership for additional storage to the existing residential use on the adjacent property is in general conformity with the zoning by-law and maintains the general character of the area.

4. Analysis:

The proposed Zoning Bylaw Amendment will change the zoning of a parcel on Sandy Row from Rural (RU) to Rural Exception 30 (RU-30) to permit the construction of an accessory structure for storage.

The subject property is surrounded by residential and agricultural uses. The subject property and the property immediately to the east are held in the same ownership, and the owner wishes to use the secondary property for a storage building for his neighbouring residential property.



The subject property is surrounded by large evergreen trees and the proposed accessory storage structure is in general conformity with the remaining accessory provisions in the by-law.

The proposed construction is not anticipated to have any negative impact on any of the surrounding properties.

5. Comments:

No comments have been received.

6. Recommendation:

The proposed amendment constitutes good planning, conforms with the Official Plan and Planning Act and therefore Township Council should consider approving the proposed zoning amendment. Secondly, that Council considers any comments from the public and adjacent neighbours during the public meeting before considering the proposed amendment.

Prepared by:

Original Signed
Danielle Ward, Junior Planner

Date: July 28th, 2022

I hereby certify that this report was prepared under the supervision of a Registered Professional Planner within the meaning of the Ontario Professional Planners Institute Act, 1994.

Original Signed
Calvin Pol, MCIP, RPP, BES
Director of Planning, Building and Enforcement

Date: July 29th, 2022

BYLAW No. 2022-69

EXPLANATORY NOTE

Purpose and Effect of the Bylaw

The Township of North Dundas has received an application to amend the former Township of Mountain Zoning Bylaw No. 79-6 to amend zoning on the subject property, currently zoned Rural (RU), to Rural Exception 30 (RU-30) to permit an accessory building for residential storage in addition to the permitted uses.

The lands affected by this amendment are described as Lot 7 on Concession 1 being Part 1 of Plan 8R-871, Former Township of Mountain, now the Township of North Dundas. County of Dundas (PIN 661070353).

If the proposed bylaw amendment is adopted, the applicant will also be permitted to construct a residential storage building on the subject property.

Applicant:

Ed DiZazzo

Owners:

Christine DiZazzo

Roll Number:

0511-011-000-26500

BYLAW No. 2022-69

Being a Bylaw to amend the former Township of Mountain Zoning Bylaw No. 79-6, as amended

WHEREAS pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990, as amended, the Council of a Municipality may enact bylaws and regulating the use of lands and the erection of buildings thereon;

AND WHEREAS Bylaw No. 79-6, as amended, regulates the use of land and the use and erection of buildings and structures within the former Township of Mountain, now the Township of North Dundas;

AND WHEREAS the Council of The Corporation of the Township of North Dundas deems it expedient and advisable to amend certain requirements of Bylaw No. 79-6 as amended; insofar as they relate to certain lands to which said Bylaw applies as hereinafter set forth;

AND WHEREAS the matters set out in this Bylaw are deemed to be in conformity with the Official Plan of the United Counties of Stormont, Dundas and Glengarry and the 2020 Provincial Policy Statement;

NOW THEREFORE the Council of The Corporation of the Township of North Dundas enacts as follows:

1.0 The area affected by this Bylaw is described as Lot 7 on Concession 1 being Part 1 of Plan 8R-871, Former Township of Mountain, now the Township of North Dundas. County of Dundas (PIN 661070353). as indicated by the outlined areas on the Schedule “1” attached hereto, which forms part of the bylaw.

2.0 That (the former Township of Mountain) Bylaw No. 79-6, as amended, is hereby amended as follows:

2.1 That Section 10.1.d) of Bylaw 79-6, as amended, is hereby further amended by inserting the following new subsection immediately after the contents thereof:

30) Rural - Exception Twenty-Nine (RU-30)

Notwithstanding the provisions of Section 10.1 (a) hereof to the contrary, on lands zoned Rural-Exception Thirty (RU-30), the following additional uses are permitted:

- Storage structure

3.0 That Schedule “A” of (the Former Township of Mountain) By-law No. 79-6, as amended, is hereby further amended as follows:

3.1 That the area affected by Section 1 of this By-law shall henceforth be zoned Rural – Exception Thirty (RU-30) and shall cease to be zoned Rural (RU).

3.2 That Schedule “A” of (Former Township of Mountain) Bylaw No. 79-6 is hereby amended to comply with the provisions of this Bylaw.

4.0 All other applicable provisions of (Former Township of Mountain) Bylaw No. 79-6, as amended, shall continue to apply.

5.0 The Clerk of the Township of North Dundas is hereby authorized to make any minor modifications or corrections of an administrative, numeric, grammatical, semantic or descriptive nature or kind to the bylaw and schedule(s) as may be deemed necessary after the passage of this bylaw, where such modifications or corrections do not alter the intent of the bylaw.

6.0 Subject to the giving of Notice of Passing of this Bylaw, in accordance with Section 34 (18) of the Planning Act, 1990, as amended, this Bylaw shall come into force on the date of passing by the Council of the Corporation of the Township of North Dundas where no notice of appeal or objection is received, pursuant to Section 34 (21) of the Planning Act, 1990, as amended.

READ and passed in Open Council, signed and sealed this 9th day of August, 2022

MAYOR

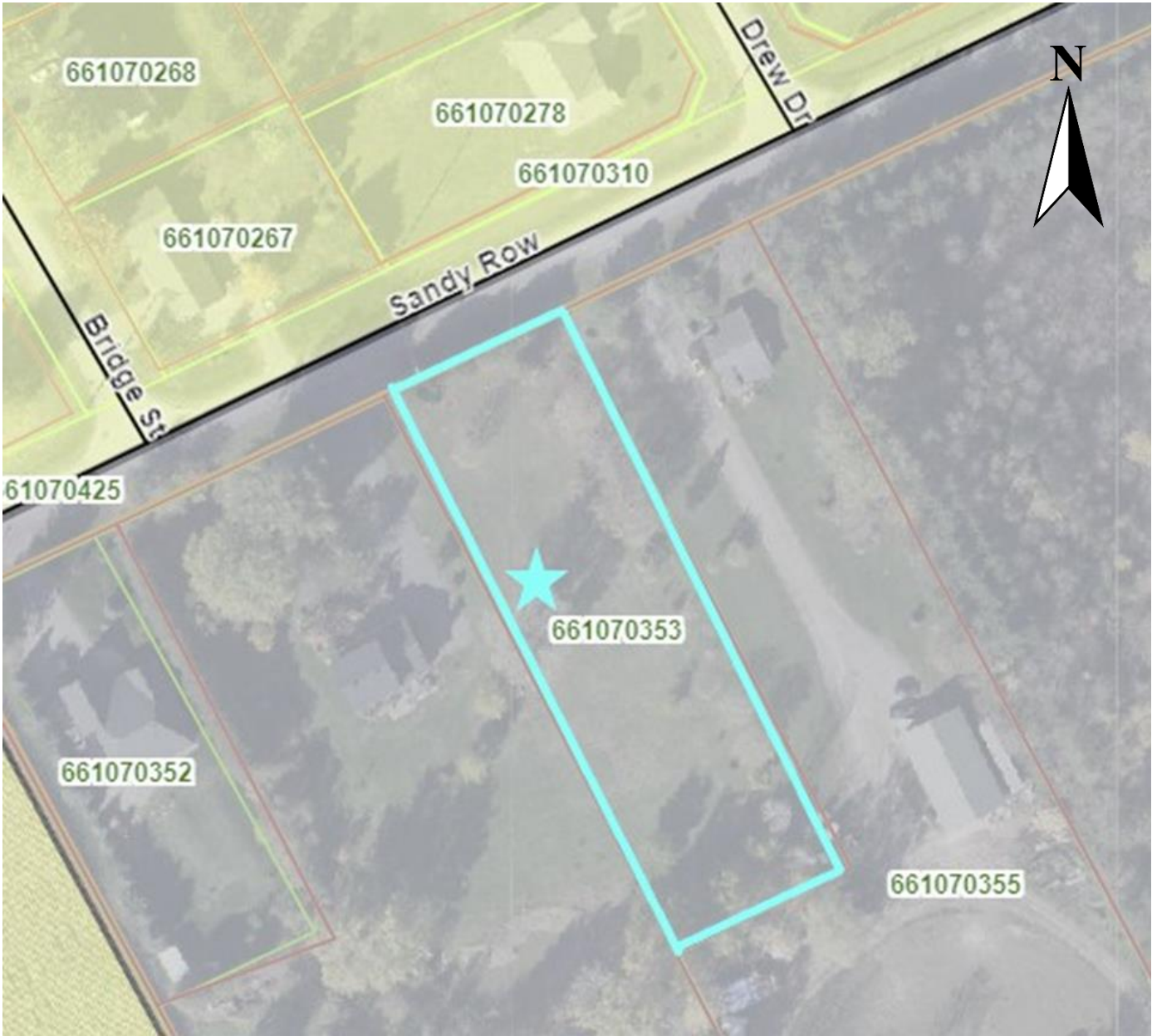
CLERK

SCHEDULE “1”
BY-LAW No. 2022-69

Enacted by the Council of the Township of North Dundas this 9th Day of August, 2022.

Mayor

Clerk



**Area to be rezoned from Rural (RU) to Rural – Exception
Twenty-Nine (RU-29)**

Lot 7 on Concession 1 being Part 1 of Plan 8R-871, Former Township of Mountain,
now the Township of North Dundas. County of Dundas

Map not to scale



ACTION REQUEST – BYLAW

Planning, Building & Enforcement

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Bylaw No. 2022-72 Construction, Demolition, Change of Use and Inspection of Buildings

RECOMMENDATION:

THAT Bylaw No. 2022-72, being a bylaw respecting Construction, Demolition, Change of Use and Inspection of Buildings within the Township of North Dundas, be read and passed in Open Council, signed and sealed this 9th day of August 2022.

BACKGROUND:

Firstly, on July 7th 2022, Council had a Special Meeting to discuss the sanitary sewer fees and building permit fees as they pertain to the Wellings of Winchester development. As a result of this meeting, it was the desire of Council to have a reduction in building permit fees for construction projects that have multiple identical units. A Public Meeting was held on August 9th at approximately 6:50 p.m. to discuss these fee changes.

Secondly, the province recently passed an amendment to the Ontario Building Code addressing Tiny Houses and Tiny Houses built off-site. The current building permit fee bylaw does not address these changes to the legislation.

COMMENTS/OBSERVATIONS:

Upon completing the building permit fee study in early 2022, each category of permit was reviewed and evaluated based on how much time was spent by the building division staff from the start of the project until the end. The multiple residential unit category was calculated with a reduced rate due to less time spent on plans examination for similar model units. However, this was not the case with other types of construction such as detached dwelling units. Most of the time spent on building permits are on-site inspections which does require - on average - 10 inspections per each dwelling unit.

It is the desire of Council to lower the fees for similar construction projects that are applied for within a specified timeframe. That reduction in fees would apply to all types of identical residential dwelling unit projects. The Building Division is recommending a reduction of 15% of the building permit fees with some restrictions that would be applied for identical applications that are submitted within a 4-month time period (See yellow highlighted Section 55 - Reduction in Fees in Schedule “A” to Draft Bylaw No. 2022-72 (attached)). Council has the authority to establish the reduction and timeframe for the application of identical units. Example, Council can adjust the percentage or the timeframe to six (6) months, rather than the recommended four (4) months between applications.

Ontario is looking for more ways to respond to the demand in the housing market and as such it has amended the building code to address Tiny Houses and ways for them to be built off site. This change in legislation will now allow a 2-permit system between municipalities to facilitate the construction of these types of units. (See yellow highlighted Sections 12 and 13 in Schedule “A” to Draft Bylaw No. 2022-72 (attached)).

Changes are highlighted in the attached bylaw amendment.

OPTIONS AND DISCUSSION:

1. **Approve the reduction in fees for identical residential units** - a discounted rate of 15% would apply to all identical units, reflecting the reduced review time required for these types of buildings. This would apply to all types of construction (Singles, semi-detached, row housing, apartments, etc.)
2. **Approve the timeframe for identical residential unit applications** – given that there are frequent modifications to the Building Code and staff time is required to review plans to make sure they are identical, period of four (4) months would apply to all identical units. This would apply to all types of construction (Singles, semi-detached, row housing, apartments, etc.)
3. **Approve the new fees for Tiny Houses** – a discounted rate would apply to Tiny Homes reflecting the actual review and inspection time required for these types of buildings.
4. **Do not approve any changes.** Status quo; no changes would be made to the bylaw.
5. **Modify the reduction percentage** – Council can adjust the proposed percentage from the recommended 15%. This would apply to all types of construction (Singles, semi-detached, row housing, apartments, etc.)
6. **Modify the timeframe** Council can adjust the proposed timeframe from the recommended four (4) months. This would apply to all types of construction (Singles, semi-detached, row housing, apartments, etc.)

FINANCIAL ANALYSIS:

We are estimating that the loss of revenue will be between \$5,000 and \$10,000 per calendar year. This lost revenue would be subsidized by the taxpayers through general taxation.

OTHERS CONSULTED:

Chief Administrative Officer
Director of Planning, Building & Enforcement
Ministry of Municipal Affairs and Housing (Ontario Building Code)

ATTACHMENTS:

Draft Bylaw No. 2022-72 and associated schedules

PREPARED BY:

Jacob Forget
CBO & Supervisor of Bylaw Enforcement

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

Bylaw No. 2022-72

Being a Bylaw respecting Construction, Demolition, Change of Use and Inspection of Buildings within the Township of North Dundas

WHEREAS Section 130 of the Municipal Act R.S.O. 2001, Chapter 25, as amended, enables Council to pass bylaws relating to the safety and well being of the inhabitants of the municipality;

AND WHEREAS Section 7 of the Building Code Act, 1992, S.O. 1992, Chapter 23, empowers Council to pass certain bylaws respecting construction, demolition, and change of use, permits and inspections;

NOW THEREFORE, the Council of the Corporation of the Township of North Dundas enacts as follows:

1.0 SHORT TITLE

1.1 This bylaw may be cited as the "Building Bylaw".

2.0 DEFINITIONS

2.1 In this bylaw:

- (a) "Act" means the Building Code Act, 1992, S.O. 1992, Chapter 23 as amended;
- (b) "as constructed plans" means as constructed plans as defined in the Building Code;
- (c) "architect" means a holder of a licence, a certificate of practice, or a temporary license under the Architect's Act as defined in the Building Code;
- (d) "building" means a building as defined in Section 1(1) of the Act;
- (e) "Building Code" means the regulations made under Section 34 of the Act;
- (f) "Chief Building Official" means the chief building official appointed by a bylaw of The Corporation of the Township of North Dundas for the purposes of enforcement of the Act;
- (g) "farm building" means a farm building as defined in the Building Code;
- (h) "permit" means written permission or written authorization from the Chief Building Official to perform work regulated by this bylaw and the Act, or to change the use of a building or part of a building or parts thereof as regulated by the Act;
- (i) "plumbing" means plumbing as defined in Section 1(1) of the Act;
- (j) "professional engineer" means a person who holds a license or a temporary license under the Professional Engineer's Act, as defined in the Building Code;
- (k) "renovation" means to materially alter a structure, building, or part of a building, and includes the term "to renovate".
- (l) "sewage system" means a sewage system as defined in Section 1(1) of the Act;
- (m) "Township" means The Corporation of the Township of North Dundas.

2.2 Other terms which are used in the bylaw and which are defined in the Building Code Act, 1992, include: "alternative measure"; "compliance alternative"; "construct"; "construction"; "demolish"; "inspector"; "municipality"; "officer"; "plans review certificate"; "principal authority"; "qualified"; "registered code agency"; and "regulations", shall have a corresponding meaning for the purposes of this bylaw.

3.0 CLASSES OF PERMITS AND FEES

- 3.1 Classes of permits with respect to the construction, demolition, and change of use of buildings and permit fees and administrative performance deposits shall be as set out in Schedule "A" of this bylaw.
- 3.2 The fees established in Schedule "A" are to be evaluated annually and reported to Council prior to March 31 of each year, in accordance with Schedule "C", the fees shall be adjusted accordingly so that the fees do not exceed the anticipated reasonable costs of the department to administer and enforce the Act.
- 3.3 Refunds for fees paid shall be established in accordance with Schedule "B".
- 3.4 Where a design proposes a compliance alternative; an alternative measure; a request for equivalency, or an objective based performance alternative to the prescriptive requirements of the code, the fees established in 3.1 shall be adjusted in accordance with the hourly rate established in Schedule "A" or by the estimated cost for third party review, as determined by the Chief Building Official.
- 3.5 Valuation of Permit Fees:
 - 3.5.1 Where the fees are based on the cost or valuation of the proposed work, such cost or valuation shall mean the total cost of all work regulated by the permit including the cost of all material, labour, equipment, overhead and professional and related services.
 - 3.5.2 The Chief Building Official may place a valuation on the cost of the proposed work for the purpose of establishing the permit fee, and where disputed by the applicant, the applicant shall pay the required fee under written protest and within six months of completion of the project, shall submit an audited statement of the actual costs, and where the audited costs are determined to be less than the valuation, the Chief Building Official shall issue a refund in accordance with Schedule "B".
 - 3.5.3 A protest under 3.5.2. shall be in writing no later than ninety (90) days from the day the fees were collected.
 - 3.5.4 In determining a valuation, the Chief Building Official shall have regard to Marshall & Swift/Boeckh, RSMeans, or other similar building estimating system technology.
- 3.6 Fees imposed in pursuant to this bylaw as set out in Schedule "A" shall be adjusted annually, without amendment to this bylaw, on March 1st, in accordance with Statistics Canada Table: 18-10-0256-01 Consumer Price Index (CPI) statistics.

4.0 PERMITS

- 4.1 To obtain a permit or replace a revoked permit, the owner or authorized agent of the owner shall file an application in the prescribed form under the regulations of the Building Code Act. All fields, schedules, and attachments must be completed in their entirety to be accepted as a complete application.
- 4.2 No incomplete application shall be accepted by the Chief Building Official for issuance of a permit.
- 4.3 Despite Section 4.2, any incomplete application may be submitted for early design review if the applicant agrees in writing in accordance with Schedule "D", that the application is not subject to time requirements under Part 2 of the Building Code.
- 4.4 Complete applications shall take precedent over incomplete applications.
- 4.5 For an application to be considered complete, it must be accompanied by all fees required to issue the permit.
- 4.6 Where the Chief Building Official is unable to confirm ownership of a property, a deed for the title of the property must be produced showing ownership.

4.7 An application is deemed (to be) not complete unless the following additional information is provided with the appropriate class of permit:

4.7.1 Building Permits: (including renovations, material alterations, and designated structures}

- (a) provide plans and specifications as described in Section 5, the details of the work and occupancy to be covered by the permit for which an application is made;
- (b) provide a site plan showing distances to property lines, sizes of all existing and proposed buildings, drainage patterns, and any major land features such as rivers, ponds, wells, tanks, tile beds, etc.;
- (c) where an Architect or an Engineer is required by the Building Code to carry out a field review of the construction, provide a signed "Commitment to General Reviews by Architect and Engineers" attached as Schedule "E";
- (d) where the property does not have access to public sewers, provide a sewage system permit designed to accommodate the proposed plumbing;
- (e) where the application is for a residential building covered under the Ontario New Home Warranty Act, provide a completed "New Home Warranty Declaration" attached as Schedule "F";
- (f) where an approved entrance in accordance with the bylaws of the Township does not exist, provide an "Entrance Permit" attached as Schedule "G";
- (g) where required by bylaw, provide a "Water/Sewer Connection Permit" attached as Schedule "H";
- (h) where a civic number does not exist, provide an application for a civic number along with the appropriate fee established in Schedule "A";
- (i) where a Site Plan Agreement is required by the Township's "Site Plan Control Bylaw," provide a copy of the agreement duly signed by all parties;
- (j) where a Temporary Use Agreement is required by a bylaw of the Township, provide a copy of the agreement duly signed by all parties; and
- (k) where any applicable law to the Building Code requires that a permit, certificate, approval, or 3rd party review is required before a permit can be issued; provide a signed copy of the required document(s).

4.7.2 Demolition Permits:

- (a) provide specifications of the details of the work and occupancy to be covered by the permit for which an application is made;
- (b) provide details of the method of demolition and the destination of the building, building components, or debris as the case may be;
- (c) provide a statement that all services and utilities have been removed and safely disconnected with the approval of the proper authority;
- (d) provide a statement that any buildings to be demolished are vacant and that no claim for tenancy is before the Rental Tribunal;
- (e) provide a site plan showing distances to property lines, sizes of all existing buildings and proposed demolitions, drainage patterns, and any major land features such as rivers, ponds, wells, tile beds, etc.;
- (f) where an Engineer is required by the Building Code to carry out a field review of the demolition, provide a "Commitment to General Reviews by Architect and Engineers" attached as Schedule "E"; and
- (g) where any applicable law to the Building Code requires that a permit, certificate, approval, or a 3rd party review is required before a permit can be issued, provide a signed copy of the required document(s).

4.7.3 Change of Use Permits:

- (a) even though no construction may be proposed; provide a detailed drawing and /or a written description of the new use of the building and how the existing space will be utilized and /or manipulated to accommodate the new occupancy;

- (b) where equipment, shelving, fixed furniture, or apparatus will alter the existing floor plan, provide a floor plan as described in Section 5 that will show the new layout, paths of travel, emergency lighting locations, doors, windows, existing structure composition, etc.; and
- (c) provide a site plan showing distances to property lines, sizes of all existing and proposed buildings, drainage patterns, and any major land features such as rivers, ponds, wells, tanks, tile beds, etc.

4.7.4 Renewal Permits: (of an un-revoked permit)

- (a) provide an update of all information previously provided for the issuance of a permit; and
- (b) where an Architect or an Engineer is required by the Building Code to carry out a field review of the construction, provide a recent and updated "Commitment to General Reviews by Architect and Engineers" attached as Schedule "E".

4.7.5 Transfer Permits:

- (a) provide an update to all information previously provided for the issuance of a permit;
- (b) where an Architect or an Engineer is required by the Building Code to carry out a field review of the construction, provide an updated form attached as Schedule "E" entitled "Commitment to General Reviews by Architect and Engineers"; and
- (c) all agreements previously provided for the issuance of a permit must be re-signed by all parties.

4.8 A Conditional Permit may be issued at the discretion of the Chief Building Official for an incomplete permit application, where it is of the opinion that an unreasonable delay in the construction would occur if the permit was not granted.

4.8.1 Before issuing a Conditional Permit, the Chief Building Official must be provided with the following information;

- (a) all the information that would be required for a Building Permit in accordance with articles 4.7.1. (a), (b), (d), (f), (h), and
- (b) an agreement with the Township attached as Schedule "I".

4.8.2 The Chief Building Official is hereby delegated the power to enter into an agreement referred to in clause 4.8.1.(b) and Schedule "I" of this bylaw.

4.8.3 All fees collected for a conditional permit, as established in Schedule "A" for the full project, may be retained by the Township and used for the enforcement of the agreement.

4.9 Where a building permit does have an administrative performance deposit, it will automatically be renewed annually from the original issued date and deductions will be made in accordance with Schedule "A".

4.10 Where a building permit does not have an administrative performance deposit or where the administrative performance deposit has been retained in full by the Township, the permit will need to be renewed annually and fees paid in accordance with Schedule "A".

4.11 A permit that has been revoked under the Building Code by the Chief Building Official shall not be renewed using a Renewal Permit.

4.12 When the property, upon which there exists an uncompleted project subject to an active Building Permit, changes ownership, the new property owner or an authorized agent shall obtain a Transfer Permit or a Building Permit, before continuing construction.

4.13 When the person to whom a permit was issued is no longer available, has control of the construction, or is willing to take responsibility for the construction; the property owner or an authorized agent shall obtain a Transfer Permit or a Building Permit, before continuing construction.

5.0 PLANS AND SPECIFICATIONS

- 5.1 Sufficient information shall be submitted with each application for a permit to enable the Chief Building Official to determine whether or not the proposed construction, demolition or change of use will conform with the Act, the Building Code, and any other applicable law.
- 5.2 Each application shall, unless otherwise specified by the Chief Building Official, be accompanied by two (2) complete sets of the plans and specifications required under this Bylaw. Once reviewed by the Township one (1) complete set will be attached to, and will form part of, the issued permit.
- 5.3 Plans shall be drawn to scale on paper, or other durable material, shall be legible and, without limiting the generality of the foregoing, shall include such working drawings as set out in Schedule "J" to this Bylaw unless otherwise specified by the Chief Building Official.
- 5.4 Plans and specifications shall be designed by individuals registered or qualified in accordance with the Building Code for the appropriate classes/categories. Plans are to include the Building Code Identification Number "BCIN", provided by the Ministry of Municipal Affairs and Housing, of the qualified person or persons involved in the design of the building. Proof of qualifications shall be submitted upon request by the Chief Building Official.
- 5.5 Where unstable slopes, landfill, karst, marsh land, peat or other questionable soils are present or known to be present; plans shall include a report from a geo-technical specialist and/or a foundation design prepared, signed and sealed by a Professional Engineer.
- 5.6 The Chief Building Official may require that a set of plans of a building or any class of buildings as constructed be filed with the Chief Building Official on completion of construction under such conditions as may be prescribed in the Building Code.
- 5.7 After the issuance of a permit, notice of any material change to a plan, specification, document, or other information on the basis of which the permit was issued, must be given in writing, to the Chief Building Official together with the details of such change, and any fees established in Schedule "A".
- 5.8 Equivalentents:
- 5.8.1 Where an application for a permit or for authorization to make a material change to a plan, specification, document or other information on the basis of which a permit was issued, contains an equivalent material, system or building design for which authorization under Section 9 of the Act is requested, the following shall be provided:
- (a) a description of the proposed material, system or building design for which authorization under Section 9 of the Act is requested;
 - (b) any applicable provisions of the Building Code;
 - (c) evidence that the proposed material, system or building design will provide the level of performance required by the Building Code; and
 - (d) any fees payable in accordance with Schedule "A".

6.0 GENERAL

- 6.1 No person shall construct or demolish a building or cause a building to be constructed or demolished unless a permit has been issued therefore by the Chief Building Official.
- 6.2 Every person to whom a permit was issued shall keep the Township reviewed plans and specifications on the subject lands upon which the permit was issued.
- 6.3 Every person to whom a permit was issued shall keep posted in a conspicuous location on the subject lands upon which the permit was issued; a card indicating the permit number, location of subject lands, date issued, and bearing the authorization of the Chief Building Official.

- 6.4 Even though no construction is proposed, no person shall change the use of a building or part of a building or permit the use to be changed if the change would result in an increase in hazard, as determined in accordance with the Building Code, unless a permit has been issued by the Chief Building Official.
- 6.5 No person shall renovate or materially alter a building or part of a building or permit the alteration of a building unless a permit has been issued by the Chief Building Official.
- 6.6 After a permit has been issued, no person shall cause a material alteration to a plan, specification, or document on which the basis of a permit was issued without the expressed written authorization of the Chief Building Official.
- 6.7 The owner or authorized agent of the owner to whom a permit was issued shall notify the Chief Building Official, at least two (2) days in advance, of the readiness for an inspection in accordance with the prescribed notices of the Building Code.
- 6.8 No person shall continue construction that would result in covering or partially covering a stage of construction that has not been inspected, without first providing the proper notification in accordance with Div. C Subsection 1.3.5 of the Building Code, and without waiting the required time allowance in Div. C Article 1.3.5.3 of the Building Code or in Section 6.7 of this bylaw.
- 6.9 No person shall occupy a building or part of it without the permission of the Chief Building Official.
- 6.10 No person shall remove or cause to be removed, an order posted by the Chief Building Official or a Building Inspector.

7.0 ADMINISTRATION

- 7.1 The Chief Building Official, Deputy Chief Building Official, and Building Inspectors shall be appointed by bylaw for the appointment of municipal officers.
- 7.2 In the absence of the Chief Building Official, the Deputy Chief Building Official, or in their absence, the Director of Planning, Building and Enforcement; shall have all the powers and duties of the Chief Building Official.
- 7.3 The Director of Planning, Building and Enforcement is responsible to budget and ensure that those persons enforcing the Building Code and this bylaw for the Township, are properly trained so that they may remain qualified and entitled to hold their appropriate positions as prescribed under the Building Code.
- 7.4 Those persons responsible for the enforcement or administration of the Building Code and this bylaw shall perform their duties in a manner consistent with the "Code of Conduct" attached as Schedule "K" of this bylaw.
- 7.4.1 Any person who believes that an officer of this bylaw has breached the "Code of Conduct", may request in writing that the Township conduct an investigation into the matter.
- 7.4.2 A letter that does not include sufficient details of the matter and provide evidence to support the claim may be dismissed by the investigator as frivolous.
- 7.4.3 Upon receipt of a complaint the Director of Planning, Building and Enforcement shall conduct an investigation and where appropriate, recommend disciplinary action against the officer to the Chief Administrative Officer. A copy of the report shall be submitted to the employee.
- 7.4.4 If in the opinion of the Chief Administrative Officer, disciplinary measures are required, such measures shall have regard to the relevance of the conduct to the building official's powers and responsibilities as well as the severity of any misconduct, disciplinary measures shall be discreetly applied using the Personnel Policy Manual of the Township. 264

- 5 Every person who contravenes any provisions of this bylaw is guilty of an offence and upon conviction is liable to a fine as provided for in the Provincial Offences Act, R.S.O. 1990, Chapter P.33, as amended.
- 7.6 When a person has been convicted of an offence under this bylaw, the Ontario Court of Justice, or competent jurisdiction thereafter may, in addition to any other penalty imposed on the person convicted, issue an order prohibiting the continuation or repetition of the offence by the person convicted.
- 7.7 If a court of competent jurisdiction should declare any section or part of a section of this bylaw to be invalid, such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of the bylaw, and it is hereby declared that the remainder of this bylaw shall be valid and shall remain in force.
- 7.8 Any permit application which has been accepted by the Township prior to the effective date of this bylaw, may be evaluated in accordance with that bylaw regardless of whether fees have been submitted.
- 7.9 The Clerk of the Township of North Dundas is hereby authorized to make any minor modifications or corrections of an administrative, numeric, grammatical, semantic or descriptive nature or kind to the bylaw and schedule(s) as may be deemed necessary after the passage of this bylaw, where such modifications or corrections do not alter the intent of the bylaw.
- 7.10 Bylaw No. 2022-48 of the Township of North Dundas is hereby repealed.
- 7.11 This bylaw shall come into effect on the 9th day of August, 2022.
- 7.12 The following Schedules form part of this bylaw:

Schedule "A"	Classes of Permits and Permit Fees
Schedule "B"	Calculation of Permit Refunds
Schedule "C"	Year End Report to Council
Schedule "D"	Agreement for Early Design Review
Schedule "E"	Commitment to General Reviews by Architect and Engineers
Schedule "F"	New Home Warranty Declaration
Schedule "G"	Entrance Permit
Schedule "H"	Water/Sewer Connection Permit
Schedule "I"	Agreement for Conditional Permit
Schedule "J"	Description of Required Drawings
Schedule "K"	Code of Conduct

READ and passed in Open Council, signed and sealed this 9th day of August, 2022.

MAYOR

CLERK

SCHEDULE "A" TO BYLAW No. 2022-72

Fees to be calculated using the gross building area

		Rate	Flat/Minimum Fee
Class of Permit			
Group A and B - Assembly, Care and Detention			
1	All except as noted below	\$1.19/ft²	\$1,682
2	Portable Classroom	\$500/unit	-
Group C - Residential			
3	Single Family Dwelling	\$0.96/ft²	\$1,414
4	Multi-Residential (2 units or more; includes the addition of a unit in a S.F.D., Semi-Detached, Townhouse, Row House)	\$1.10/ft²	\$1,024
5	Apartment Building	\$780/unit	-
6	Addition and Major Renovation	\$0.82/ft²	\$439
7	Garage, Carport, Accessory Building	\$0.51/ft²	\$219
8	Porch, Deck, Veranda, Minor Renovation	\$0.64/ft²	\$146
9	Garden Suite / Portable Classroom	\$500/unit	-
10	Pre-Fabricated Dwelling, Relocating Existing Dwelling	\$780/unit	-
11	Porch, Deck, Veranda, Garage, Carport, Solid Fuel Burning Appliance when it forms part of the new residential unit (excludes mobile home, pre-fabricated dwelling, dwelling being relocated and tiny house)	50% of established fee	-
12	Tiny House (37m² or 398ft² or less in building area and not more than one dwelling unit)	\$2.44/ft²	\$810
13	Tiny House Constructed Off-Site (37m² or 398ft² or less in building area and not more than one dwelling unit)	\$1.45/ft²	\$576
Group D and E - Business, Personal Service and Mercantile			
14	All	\$0.94/ft²	\$1,488
Group F - Industrial			
15	All except as noted below	\$0.39/ft²	\$1,269
16	Office Area in any Industrial Building	\$1.10/ft²	-
17	Self-Service Storage Buildings	\$0.44/ft²	\$1,170
Farm Buildings			
18	New Barns (Livestock)	\$0.15/ft²	\$976
19	Additions, Renovations, Accessory	\$0.24/ft²	\$487
20	Silo, Grain Bin, Manure Storage	\$244/unit	-
Plumbing			
21	Fixtures	\$15/fixture	-
22	Connecting to Municipal Services (water and sewers)	-	\$98
23	Water and/or Sewer Line Service Inspection	\$50/100ft	\$98
Demolition			
24	Building ≤ 6458ft²	-	\$122
25	Building > 6458ft²	-	\$153
Group A, B, D, E and F			
26	Accessory Building	\$0.64/ft²	\$390
27	Additions and Major Renovations	\$0.85/ft²	\$536
28	Minor Renovations	\$0.69/ft²	\$341
All			
29	Fabric Covered Structures	\$0.17/ft²	\$366
30	Where calculation of a permit fee on a per ft² basis is unfeasible, impractical, or does not properly reflect the service provided as determined by the CBO	\$15/\$1,000 of construction value	-
31	Where calculation of a permit fee for an addition, major or minor renovation does not properly reflect the service provided as determined by the CBO	Rate for new construction	-
32	New HRV, ERV unit when not part of new construction	-	\$98
33	Designated Structures	-	\$393
34	Change of Use (no construction is proposed)	-	\$293
35	Solid Fuel Burning Appliance	-	\$122
36	Civic Blade Replacement	-	\$38
37	Tent	\$49/additional tent	\$98 (up to 2 tents)
38	Sign	-	\$146
Administrative Surcharge			
39	Conditional Permit	5% surcharge up to \$1,000	\$102
40	Subsequent Design Review, Alternate Solutions, Revisions to Approved Plans, Re-inspections	\$98/hour	-
41	Peer Review (Study, Report, Plans)	At cost of applicant +5% administrative surcharge	-
42	Work started without a permit	Cost of building permit multiplied by 2	-
43	Letter Sent for Building without a Permit	-	\$34
44	Order to Comply issued except as noted below	-	\$49
45	Stop Work/Unsafe Order issued	-	\$146
46	Emergency Order issued	-	\$293
47	Register a document on title	All associated costs	

Other			
48	Transfer of Permit	-	\$50
49	Liquor Licence	-	\$55
50	Building Code Compliance Letter	-	\$80
51	Limiting Distance Agreement	-	\$122
52	Permit Renewal (where no performance deposit was required)	\$50/year	-
53	Dormant Application Renewal (after performance deposit is lost)	\$100 valid up to one year from the date of issuance	-
54	Photocopies 5-10% ink coverage - Related to an application being submitted to the Township	\$5/page (plotter printer), \$0.50/page (11" X 17"), \$0.25/page (8.5" X 14" or 8.5" X 11")	-
Reduction in Fees			
55	Where residential dwelling units are identical to each other and permit applications are submitted within 4 months of each other	15% Reduction in Fees (excludes initial unit, Administrative Surcharges, Other and Administrative Performance Deposits)	
Administrative Performance Deposit			
56	Value between \$25,000 and \$99,999	-	\$500
57	Value between \$100,000 and \$399,999	-	\$1,500
58	Value between \$400,000 and \$999,999 for residential	-	\$2,000
59	Value between \$400,000 and \$999,999 for non-residential	-	\$3,000
60	Value equal to or over \$1,000,000 for residential construction	-	\$3,000
61	Value equal to or over \$1,000,000 for non-residential construction	-	\$5,000
Note 1	In the event that the project value indicated by the applicant does not properly reflect the actual work, the Chief Building Official may require a higher or lower performance deposit, or not require a performance deposit in the event that the value is less than \$25,000.		
Notes to Administrative Performance Deposit			
Note 2	Once a Permit has been issued by the Chief Building Official, except as per Note 3 and 4, the Refundable Fee will be refunded in whole or in part in accordance with the following provisions:		
a)	One hundred per cent (100%) of the Refundable Fee is to be refunded if the Work and all required inspections are fully completed within one (1) year of the date of issuance of the Permit,		
b)	Ninety per cent (90%) of the Refundable Fee is to be refunded if the Work and all required inspections are fully completed within two (2) years of the date of issuance of the Permit,		
c)	Sixty per cent (60%) of the Refundable Fee is to be refunded if the Work and all required inspections are fully completed within three (3) years of the date of issuance of the Permit,		
d)	Thirty per cent (30%) of the Refundable Fee is to be refunded if the Work and all required inspections are completed within four (4) years of the date of issuance of the Permit,		
e)	No refund of the Refundable Fee will be issued if the Work and all required inspections are not fully completed within four (4) years of the date of Permit issuance. This will not relieve the Permit Holder of obligations under any regulations of any Bylaw, the Building Code Act or regulations made thereunder.		
Note 3	The Refundable fee may be deducted for any re-inspection, revisions to approved plans at the hourly rate at the discretion of the Chief Building Official.		
Note 4	Once a Permit has been issued by the Chief Building Official, for any Permit having a construction value of greater than \$999,999, the Refundable Fee will be refunded in whole or in part in accordance with the following provisions:		
a)	One hundred per cent (100%) of the Refundable Fee is to be refunded if the Work and all required inspections are fully completed within two (2) years of the date of issuance of the Permit,		
b)	Ninety per cent (90%) of the Refundable Fee is to be refunded if the Work and all required inspections are fully completed within three (3) years of the date of issuance of the Permit,		
c)	Sixty per cent (60%) of the Refundable Fee is to be refunded if the Work and all required inspections are fully completed within four (4) years of the date of issuance of the Permit,		
d)	Thirty per cent (30%) of the Refundable Fee is to be refunded if the Work and all required inspections are completed within five (5) years of the date of issuance of the Permit,		
e)	No refund of the Refundable Fee will be issued if the Work and all required inspections are not fully completed within five (5) years of the date of the issuance of the Permit,		
Note 5	The refund of the whole or in part of the Refundable Fee shall not be deemed a waiver of any provisions of any Bylaw or requirements under the Building Code Act or regulations made thereunder. Also, the refund should not be construed as a certification or guarantee that the Building for which a Permit was issued meets all the requirements of the Building Act or regulations made thereunder.		
Note 6	The refund of the whole or in part of the Refundable Fee shall be returned to the current owner of the property at the time the final inspection is approved (unless the property is leased).		
Transition			
Note 7	Any permit issued before the passing of this Bylaw for which a performance deposit has been paid and the permit has not been closed, the performance deposit will be deducted \$100.00 annually.		

SCHEDULE "B"
This is Schedule "B" to Bylaw No. 2022-72
respecting

Calculation of Permit Refunds

Upon written request, or

Upon final completion of a permit where the Chief Building Official determines that the construction is in general conformity to the Building Code, and

Where permit fees have been paid to the Township, the Chief Building Official may authorize a refund in accordance with the following policy:

- 1) No refund shall be issued on any permit fee which is \$98.00 or less.
- 2) Where a permit has not been issued and has not received plans review all fees collected less \$98.00 may be refunded.
- 3) Where a permit has not been issued but the plans or supporting documents have been reviewed, in part or in whole, for compliance with Ontario Building Code; fifty percent (50%) of the fees calculated in accordance with Schedule "A" and all of the fees calculated in accordance with the Administrative Performance Deposits section in Schedule "A" may be refunded.
- 4) Where construction has not started and a permit has been revoked by the Township; fifty percent of the fees calculated in accordance with Schedule "A" and ninety percent (90%) of the fees calculated in accordance with the Administrative Performance Deposits section in Schedule "A" may be refunded.
- 5) Where construction has started and abandoned, or a permit has been revoked by the Township; fifty percent (50%) less ten percent (10%) for each field inspection conducted of the fees calculated in accordance with Schedule "A" and none of the fees calculated in accordance with the Administrative Performance Deposits section in Schedule "A" may be refunded.
- 6) Except where a fee is paid under protest, upon substantial completion of a project no portion of the fee calculated in accordance with Schedule "A" shall be refunded.
- 7) Upon completion of a project the portion of fees calculated in accordance with the Administrative Performance Deposits section in Schedule "A" may be refunded in accordance with the provisions detailed in the Administrative Performance Deposits section in Schedule "A".
- 8) When the person to whom a permit was issued is no longer available, has control of the construction, or is willing to take responsibility for the construction, the permit fee as calculated in Schedule "A" is forfeited to the Township and no refund shall be issued.
- 9) Where a permit fee calculated in Schedule "A" was paid under written protest in accordance with Section 3.5.2. a refund shall be issued on the difference less \$98.00 for the cost to review the audited statement.
- 10) Where an agreement is entered into under Schedule "I" of this Bylaw, the Township may retain all fees collected, where the Township is required to register the agreement on title or otherwise enforce the agreement.
- 11) Where municipal property has been damaged and not repaired due to any construction applicable with the permit to which refundable permit fees are being considered; no refund shall be issued.
- 12) Where a subdivision agreement requires a submission of a building location plan and/or an "As-Built Grade Certificate," such plan and/or certificate shall be submitted to the Township prior to a refund being issued.

SCHEDULE "C"
This is Schedule "C" to Bylaw No. 2022-72 respecting
Year End Report to Council

A report in the following format is to be submitted to Council no later than March 31st of each year. This report is to indicate the previous year's direct and indirect costs of administering the Ontario Building Code, and shall also estimate the current year's direct and indirect costs. The report will show the total permit fees collected and provide a breakdown into the following types:

Income		
Residential	\$	\$
Commercial/Industrial	\$	\$
Agricultural	\$	\$
Administrative	\$	\$
Transfer from Reserve	\$	\$
Total	\$	\$
Expenditure	Actual cost for the previous year	Estimate for the current year
Direct Costs		
Salaries, Benefits, Holidays	\$	\$
Inspection and Review Services	\$	\$
Vehicle and Fuel	\$	\$
Repairs	\$	\$
Indirect Costs		
WSIB, Insurance Premiums (Includes 30% e&o, and liability)	\$	\$
Office Supplies, Forms	\$	\$
Legal Fees	\$	\$
Professional Development and Training	\$	\$
Office Equipment and Repairs	\$	\$
General Administration Costs (Heat, Hydro, etc.) approx. 6% of overall	\$	\$
Capital Expenditures	\$	\$
Bank Fees	\$	\$
Transfer to Reserve (for refund of permit fees)	\$	\$
Totals	\$	\$
Current Balance on Reserve Account	\$	\$

Comparison against dollars received (surplus vs. shortfall) :

Comments and any recommendations from the Chief Building Official:

SCHEDULE "D"
This is Schedule "D" to Bylaw No. 2022-72 respecting
Agreement for Early Design Review

I, the undersigned, recognize that my application is incomplete and that, I am willing to wait for a response while the Building Department does a preliminary review of the plans and specifications in an effort to help me organize my construction project. I do not expect nor will I be requesting the Township to issue a permit within the time specified in Div. C Section 1.3 of the Ontario Building Code.

I also understand that complete applications will take precedence over my incomplete application, and that I may have to wait longer than usual for a response from the Building Department.

Further, the information provided is only preliminary and may change or require additional information based on this early design review. Therefore, I will not expect a faster turn-around time on my permit application, when I do finally submit, a complete and proper application.

Date: _____

Phone Numbers: _____

Name: _____

Signature: _____

SCHEDULE "E"

This is Schedule "E" to Bylaw No. 2022-72 respecting

Commitment to General Reviews by Architect and Engineers

Available on the Ontario Association of Architects web site and the Professional Engineers of Ontario web site.

COMMITMENT TO GENERAL REVIEW BY ARCHITECT AND ENGINEERS

Ontario Building Code, s.2.3.2.

Part A: Owner's Undertaking (This part must be completed by Owner or agent authorized by Owner)

Project Description:

Address of Project: Permit Application No.:

WHEREAS the Ontario Building Code requires that the project described above be designed and reviewed during construction by an architect, professional engineer or both that are licensed to practice in Ontario; (see overleaf)

NOW THEREFORE the Owner, being the person who intends to construct or have the building constructed hereby warrants that:

1. An architect and/or professional engineers have been retained to provide general review of the construction of the building to determine whether the construction is in general conformity with the plans and other documents that form the basis for the issuance of a building permit, in accordance with the performance standards of the Ontario Association of Architects and/or Professional Engineers of Ontario;
2. All general review reports by the architect and/or professional engineers will be forwarded promptly to the Chief Building Official, and
3. Should any retained architect or professional engineer cease to provide general review for any reason during construction, the Chief Building Official will be notified in writing immediately, and another architect or engineer will be appointed so that general review continues without interruption during construction.

The undersigned hereby certifies that he/she has read and agrees to the above

Name of Owner: Date:

Address of Owner: Telephone:

Signature of Owner: (or officer of corporation) Print Name: Fax:

Name of Prime Consultant: (person coordinating work of all consultants) Telephone:

Address: Fax:

Part B: Confirmation by Consultants (This part must be completed by all consultants retained for general review)

The undersigned architect and/or professional engineer(s) hereby certify that he/she has been retained to provide general review of the parts of construction of the building indicated, to determine whether the construction is in general conformity with the plans and other documents that form the basis for the issuance of a building permit, in accordance with the performance standards of the Ontario Association of Architects and/or Professional Engineers of Ontario. (see overleaf)

The undersigned hereby certifies that he/she has been retained to provide general review of the following parts of construction:

☐ ARCHITECTURAL ☐ STRUCTURAL ☐ SITE SERVICES ☐ MECHANICAL ☐ ELECTRICAL ☐ OTHER (SPECIFY):

Consultant Name: Signature: Print Name:

Address: Telephone: Fax: Date:

The undersigned hereby certifies that he/she has been retained to provide general review of the following parts of construction:

☐ ARCHITECTURAL ☐ STRUCTURAL ☐ SITE SERVICES ☐ MECHANICAL ☐ ELECTRICAL ☐ OTHER (SPECIFY):

Consultant Name: Signature: Print Name:

Address: Telephone: Fax: Date:

The undersigned hereby certifies that he/she has been retained to provide general review of the following parts of construction:

☐ ARCHITECTURAL ☐ STRUCTURAL ☐ SITE SERVICES ☐ MECHANICAL ☐ ELECTRICAL ☐ OTHER (SPECIFY):

Consultant Name: Signature: Print Name:

Address: Telephone: Fax: Date:

The undersigned hereby certifies that he/she has been retained to provide general review of the following parts of construction:

☐ ARCHITECTURAL ☐ STRUCTURAL ☐ SITE SERVICES ☐ MECHANICAL ☐ ELECTRICAL ☐ OTHER (SPECIFY):

Consultant Name: Signature: Print Name:

Address: Telephone: Fax: Date:

The undersigned hereby certifies that he/she has been retained to provide general review of the following parts of construction:

☐ ARCHITECTURAL ☐ STRUCTURAL ☐ SITE SERVICES ☐ MECHANICAL ☐ ELECTRICAL ☐ OTHER (SPECIFY):

Consultant Name: Signature: Print Name:

Address: Telephone: Fax: Date:

The undersigned hereby certifies that he/she has been retained to provide general review of the following parts of construction:

☐ ARCHITECTURAL ☐ STRUCTURAL ☐ SITE SERVICES ☐ MECHANICAL ☐ ELECTRICAL ☐ OTHER (SPECIFY):

Consultant Name: Signature: Print Name:

Address: Telephone: Fax: Date:

SCHEDULE "F"
This is Schedule "F" to Bylaw No. 2022-72 respecting

New Home Warranty Declaration

The form shall be as determined by Tarion Corporation. (Current form shown below)

Declaration of Applicant for Building Permit

Regarding the Ontario New Home Warranties Plan Act, R.S.O. 1990, Chapter O.31, as amended

1. EVERY APPLICANT MUST COMPLETE BOX A

PLEASE PRINT

Property Description:

Lot*:

Plan/Concession*:

Municipal Address*:

for multiple requests, please attach Multiple Permit Request form – Schedule A

Municipality:

2. COMPLETE BOX B OR C, WHICHEVER IS APPLICABLE

B

here applicant is building to sell (“vendor”/”builder”) or contracting as a “builder”

Tarion Warranty Corporation (Tarion) Ref. No.:

Tarion Expiry Date:

Position*:

(*if the applicant is a corporation, print position of the representative signing)

Declaration: I,

(vendor/builder representative) have read and understand the provisions of Section 8(2) of the Ontario Building Code Act, as well as the relevant provisions of the Ontario New Home Warranties Plan Act, on the reverse side of this statement. I declare the above information to be true and correct. *I have the legal authority to sign this declaration.

Signature of the Vendor/Builder Representative

Date

C

(SEE IMPORTANT INFORMATION ON REVERSE SIDE)

here applicant is building to occupy (“owner”*) and is acting as the general contractor

Declaration: I,

(applicant) have read and understand the provisions of Section 8(2) of the Ontario Building Code Act, as well as the relevant provisions of the Ontario New Home Warranties Plan Act, on the reverse side of this statement. I declare that I am not acting as a “vendor” or “builder”; nor am I contracting with a “builder” to construct or manage the construction of this “home”. I understand that this home is not eligible for enrolment or coverage under the Ontario New Home Warranties Plan Act and a warranty claim to Tarion Warranty Corporation (Tarion) cannot be made for this home, by me or by any subsequent purchaser of this home.

Signature of Applicant

Date


*Please provide name(s) and address(es) or telephone number(s) of construction consultant(s)/manager(s), if any.

Current address

Current Telephone

SCHEDULE "G"
This is Schedule "G" to Bylaw No. 2022-72 respecting
Entrance Permit

As determined by the Township of North Dundas Public Works Department (currently shown)



**APPLICATION FOR ENTRANCEWAY
AND CIVIC (911) NUMBERING**

TOWNSHIP OF NORTH DUNDAS
Box 489, 636 St. Lawrence Street
Winchester, ON K0C 2K0
T - 613-774-2105 F - 613-774-5699

NAME (of landowner): _____

NAME (of applicant): _____

ADDRESS: _____ PHONE: _____

IS A CIVIC NUMBER REQUIRED YES ☐ or NO ☐

LOCATION:

LOT # _____, CON. # _____, ROLL # _____

TOWNSHIP ROAD _____ SIDE OF ROAD _____

BETWEEN CIVIC NUMBER _____, and _____

SPECIFICALLY _____ metres _____ (N,S,.E,W) of _____

PURPOSE OF APPLICATION

Alteration or change in use of
an existing entranceway: ☐ OR Permanent entranceway ☐

CLASSIFICATION OF ENTRANCEWAY

Commercial ☐ Agricultural to farm ☐ Residential ☐

A cheque in the amount of \$100.00 (entranceway) and/or \$75.00 (civic) payable to the Township of North Dundas (refundable should the application be denied) shall accompany this application.

I/We hereby apply to the Corporation of the Township of North Dundas for permission to construct an entranceway described above and to hereby agree to conform to the Township's conditions, standards and specifications governing entranceways.

DATE _____ SIGNATURE _____

OFFICE USE ONLY

CIVIC NUMBER ASSIGNED # _____

DATE FEE COLLECTED: _____ **\$100.00 Entrance**

_____ **\$ 75.00 Civic Number**

PERMISSION GRANTED AND APPROVED SPECIFICATIONS

Entranceway Dimensions:

Width of the entranceway at ditch/curbline _____

If a pipe is required, the pipe shall be new
galvanized steel or plastic SP nominal thickness _____

_____ metres long _____ mm in diameter

Nº 000234

TERMS AND CONDITIONS OF PERMIT ON REVERSE

SCHEDULE "H"
This is Schedule "H" to Bylaw No. 2022-72 respecting
Water/Sewer Connection Permit

As determined by the Township of North Dundas Water and Sewer Department (current form shown)



SANITARY SEWER / WATER CONNECTION

APPLICATION AND RECORD

No. _____

The undersigned hereby requests the Corporation of the Township of North Dundas to make the necessary service inspection and authorize sanitary sewer and/or water service for the premises on the _____ side of _____ Street, Lot No. _____ of Block _____.
Civic Address: _____
In the Township of North Dundas owned by: _____
Occupied by : _____

I further agree to conform to the provisions of all By-Laws or regulations of the Corporation of the Township of North Dundas in respect of such sanitary sewer and/or water service rate schedules.
Signature of Owner: _____
Dated this _____ Day of _____, _____.
Service rate effective date _____, _____.

Permit fee _____ collected on _____, _____ by _____

Note: The applicant must call Ontario Clean Water Agency at 613-448-3098, 48 hours in advance to arrange an inspection of the new service. If the service is installed without the proper inspection, the applicant may have to uncover the service to allow the inspection to take place at the applicant's expense.

NOTE: Only OCWA personnel are authorized to operate the water valve at your property line! Plumbers are not authorized to operate this valve. You must contact OCWA at 613-448-3098 to have the water turned on. Your service rate will become effective the day OCWA turns on the water. **If you have the water turned on by someone else, the start date for billing purposes will be the date of this permit!**

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS
636 St. Lawrence St., Winchester, Ont.
K0C 2K0
613-774-2105

SCHEDULE "I"
This is Schedule "I" to Bylaw No. 2022-72 respecting
Agreement for Conditional Permit

THIS AGREEMENT is made this ____day of _____ 20____,
BETWEEN:

(HEREINAFTER called the "Owner")
OF THE FIRST PART

AND: THE CORPORATION OF THE
TOWNSHIP OF NORTH DUNDAS

(HEREINAFTER called the "Township")
OF THE SECOND PART

WHEREAS the Owner warrants that he is the registered and beneficial Owner of lands described as

	County of Dundas;	
<i>(legal description),</i>		<i>(former municipality),</i>

AND WHEREAS the Owner has submitted to the Township an application for a Building Permit;

AND WHEREAS it is believed that an unreasonable delay in the construction would occur if a "Conditional Permit" was not issued.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto for themselves, their heirs, executors, administrators, successors and assigns, do covenant and agree as follows:

- 1) DEFINITIONS:
- a)

"Owner" includes a mortgagee in possession, a tenant in possession pursuant to a leasehold interest, and an encumbrancer in possession, and may mean more than one Owner;
- b)

"Conditional Permit" means a permit that is issued under Section 8(3) of the Building Code Act, S.O. 1992, C. 23
- c)

"Services", "Facilities" or "Works" means the whole work, material, matters and things required to be done or supplied pursuant to this Agreement.

- 2) LANDS AFFECTED:
- The Owner acknowledges that the lands which will be the subject of this Agreement are the lands generally described and known as _____, County of Dundas, more particularly described and known as in Schedule "A" of this Agreement.

- 3) PERMITS TO BE OBTAINED:
- The Owner and/or their agents hereby agrees to obtain the required approvals, and/or submit the appropriate plans and specifications for the complete building, and any other matter or thing required to issue the Building Permit, prior to the continuation past the stage of construction permitted by the conditional permit; and
- a)

that the Owner shall ensure that the appropriate Building Permit is obtained for all structures either moved onto or constructed on the site as required by the bylaws of the Township; and
- b)

that the Owner shall pay to the Township of North Dundas forthwith upon the execution of this Agreement all applicable municipal fees including building permit fees and such development charges as may be payable in accordance with the provisions of the Township's Development Charges Bylaw as amended from time to time. Such development charges shall be payable in accordance with the provisions of the Township's Development Charges Bylaw in effect at the date of the issuance of the conditional permit.

4) **COMPLIANCE WITH SITE PLAN:**

The Owner and/or their agent agree that they shall comply at all times with the site plan (Schedule "B") for the development of lands which are the subject of this agreement and more particularly described in Schedule "A" hereto; the said Owner and/or agent of the owner agree that any breach of the site plan or conditions therein shall be deemed to be a breach of this agreement.

5) **REMOVAL OF CONSTRUCTION**

The Owner agrees to remove any construction, or restore the lands to their original condition, at his sole expense, within three (3) months from the expiry date of the Conditional Permit. In the event that the Owner fails to remove the construction within the said time, the Township of North Dundas may enter upon the lands and remove the construction and charge the cost thereof, together with a management/disruptive fee of twenty five percent (25%) of the cost of such work to the Owner, who shall pay the same upon demand by the Township.

6) **FINANCIAL SECURITY**

The Owner and/or their agent agrees that the Township may retain all fees collected under Section 3, and use said fees in order to enforce this agreement.

7) **RELEASE OF FINANCIAL SECURITY:**

Upon the Township being satisfied that the construction has been removed and the lands affected by this agreement have been restored, the Owner shall be entitled to have released any remaining fees in accordance with Section 3.3 of the Township's Building Bylaw, Bylaw No. 2022-72.

8) **AGREEMENT BINDING ON SUCCESSORS, ETC.:**

This Agreement along with Schedules A and B, shall be binding upon the Owner and/or the occupants and their heirs, executors, administrators, successors and assigns and the Owner or Owners from time to time of the said lands.

This Agreement may be amended at any time with the consent of the Township and the registered Owner of the said lands at the time of such amendment.

9) **ALL CONVEYANCES TO INCLUDE COVENANT:**

The Owner covenants and agrees with the Township that if the Owner sells or conveys the subject property or any part thereof that each transfer/deed of land shall contain a covenant on the part of the transferee in such transfer binding himself, his heirs, executors, administrators, successors and assigns to the terms of this Agreement and to the carrying out of the work and obligations of the Owner under this Agreement and a covenant to include a similar covenant in all subsequent transfers of the subject property until the works and obligations of the Owner under this Agreement have been fully performed. All covenants and agreements herein contained, assumed by or imposed upon the Owner are deemed to be covenants which run with and bind the subject property and every part thereof. For greater certainty, it is specifically acknowledged and agreed that the burden of this Agreement shall run with the said lands.

10) **PAYMENT OF OUTSTANDING TAX ARREARS:**

The Owner shall pay all arrears of taxes outstanding against the lands prior to the execution of this Agreement.

11) **REGISTRATION OF AGREEMENT:**

Upon execution of this Agreement the Township may at any time register, or cause to be registered, this Agreement against the title to the Lands (described on Schedule "A") to which this Agreement applies at the sole cost of the Owner, and the Owner shall forthwith pay the same upon demand by the Township.

12) **ENFORCEMENT OF AGREEMENT:**

- a) In case of a default on any of the provisions of this agreement, the Township may elect to enforce any or all of the provisions of this Agreement in such order or succession as the Township may see fit and exercise any one or more of such provisions until such time as complete compliance with this Agreement by the Owner has taken place.

- b) If any matter or thing required to be done by this Agreement is not done in accordance with the provisions of this Agreement and such default continues, in addition to the remedies available to it, the Township may direct that such matter or thing shall be done at the expense of the Owner and/or the occupants after first giving written notice of the default to the Owner and/or the occupants and allowing the Owner and/or the occupants a reasonable opportunity to remedy the default (which time delay shall not be greater than ten (10) days) and the Township may recover the expense incurred in doing it by action, and the Owner hereby authorizes the Township to enter upon the said lands and do such matter or things.

13) **AGREEMENT IS FINAL:**

The Owner, for himself, his heirs, executors, administrators and assigns shall not call into question, directly or indirectly, in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained.

14) **INDEMNIFICATION BY OWNER:**

The Owner and/or their agent shall save harmless and indemnify the Township, its agents, servants and assigns from and against any and all liability, actions or causes of actions, present or future, which may arise and/or may be incurred by the Township as a result of the commencement of construction by the Owner and/or his agent.

15) **PAYMENT OF LEGAL FEES:**

The Owner agrees to pay for any legal costs incurred by the Township as a result of enforcing this agreement.

16) **SEVERABILITY:**

The Owner agrees that if any section, clause or provision of this Agreement, is for any reason declared by a Court of competent jurisdiction to be invalid the same shall not affect the validity of the Agreement as a whole or any part thereof, other than the section, clause, or provision so declared to be invalid and it is hereby declared to be the intention that all remaining sections, clauses or provisions of this Agreement shall remain in full force and effect, notwithstanding that one or more provisions therefore shall be declared to be invalid.

17) **GENDER:**

This Agreement shall be read with any change of gender or number required by the context.

18) **RELEASE:**

The Owner and/or their agent shall be released from all obligations contained herein upon the issuance of a Building Permit for which the conditional permit was issued, and the fees collected under this agreement shall be the permit fees required in the Building Bylaw.

19) COLLECT AS TAXES:

All fees payable to the Township by the Owner in accordance with the provisions of this Agreement shall be recoverable as Municipal Taxes pursuant to the provisions of the Municipal Act, R.S.O. 1990 c. M.45. as amended from time to time.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED)	
)	
)	
in the presence of)	_____
)	Owner-
)	
)	
)	_____
)	Owner-
)	
)	THE CORPORATION OF THE
)	TOWNSHIP OF NORTH DUNDAS
)	
)	Per:
)	
)	
)	_____
)	Chief Building Official

SCHEDULE "J"
This is Schedule "J" to Bylaw No. 2022-72 respecting

Description of Required Drawings

1. All drawings submitted to the Township of North Dundas in support of a Building Permit application shall include the designer's BCIN (Building Code Identification Number), where required by the Ontario Building Code, their full name, address, and telephone numbers.
2. Drawings may be in metric or imperial.
3. **Basic and Minor Renovations** shall include the following drawings:
 - a) site plan (birds eye view of the property) showing distances to property lines, existing and proposed buildings, drainage patterns, and any major land features such as rivers, ponds, etc.; and
 - b) two (2) copies of building drawings showing proposed construction and/or a written description detailing all the work proposed in each room of the building.
4. **New Homes** must provide in addition to the above information:
 - a) two (2) copies of building plans indicated as follows showing but not limited to,
 - i) each elevation, (finishing details of the exterior * accurate grade location * steps and handrails * deck and porch construction details * windows, doors * roof pitch* chimney height)
 - ii) each floor plan, (all dimensions * floor framing, size and direction * beams, lintels, and columns (sizes)* stair location, number of steps or height of steps* partitions* doors, windows (size)* plumbing fixtures* cross bridging *Intended use of spaces (names of rooms) * roof framing (upper floor), size and direction of framing, include ridge lines and valleys * fireplace/stove and chimney locations* scale of plans)
 - iii) foundation plan, (all dimensions * floor framing, size and spacing * beams, columns (sizes)* stair location, number of steps or height of steps* foundation wall* footings* partitions* door, windows (sizes)* plumbing fixtures * furnace * floor drain * lintels * cross bridging * use of space * scale of plans), and
 - iv) a cross section and details which are unique to this building. (Scale of plans * vertical height dimensions* identify all materials used in walls, roof and floor construction* stair sections (dimensions)* roof pitch* construction details* exterior grade * lintels, beams, columns * roof overhang * dimensions of materials); and
 - b) a mechanical design summary sheet completed in conformance with Section 9.32 of the OBC or with Part 6 of the OBC and CAN/CSA F-326 standard.
5. **Commercial/Industrial/Institutional** must provide in addition to the above information:
 - a) locations and modifications to interior non-load bearing walls, fire separations, fire ratings, closures, exit systems, mechanical systems, sprinkler systems, cooking systems, fire alarm systems, etc.
 - b) two (2) copies of the following additional building plans, showing but not limited to:
 - i) plumbing, (schematic of all drains and vents * fixture locations and details of grab bars and stall sizes for barrier free washrooms * water service entry * indirect connections* indirect drains* grease interceptors* flow calculations)
 - ii) mechanical, (equipment * duct sizes * fire dampers * air flow calculations * fire stopping * make up air * and other information usual to good engineering practice)
 - iii) electrical plans (lighting * emergency lighting * service locations * service spaces * fire stopping * vaults * electrical rooms * and other information usual to good engineering practice); and
 - c) two (2) copies of architectural and engineering plans and specifications if required under the Ontario Building Code.
6. **Agricultural** must provide in addition to the basic permit above:
 - a) locations of neighbouring dwellings and plans of subdivision and/or villages; and
 - b) Engineering plans if designed under Part 4 of the Building Code.

SCHEDULE "K"
This is Schedule "K" to Bylaw No. 2022-72 respecting
Code of Conduct

1. General Responsibilities

All Building Officials are expected to be aware of, and comply with, this Code of Conduct (the "code") and its related policies.

Officials must follow a high standard of honesty and ethical behaviour in the course of their work to ensure that public confidence and trust is maintained.

Perform their inspections and plans examination impartially and with the highest professional standards.

Not to act beyond their level of competence or outside their area of expertise.

Apply all relevant building laws, regulations and standards consistently without favour and independent of the influence of interested parties.

Maintain their knowledge and understanding of the best current building practices, laws and regulations relevant to their duties.

Maintain current accreditation to perform the functions assigned to them.

Act in the public interest, particularly with regard to the safety of building systems and structures.

Extend professional courtesy to all.

2. Other Codes of Conduct

Nothing in this Code is intended to conflict with the Township's obligations to its employees under its various employment contracts. As well as this code, many employees may also be subject to other rules of conduct as part of their professional affiliations. These employees should review those expectations with their respective professional associations.

3. Security of Township Information

Building officials shall not divulge any sensitive or confidential information that they become privy to in the performance of their duties, except in accordance with the Municipal Freedom of Information and the Protection of Privacy Act.

4. Conflict of Interest

Avoid situations where there may be, or where there may reasonably appear to be, a conflict between their duties to their clients, their profession, their peers and the general public and their personal interests.

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Integration of Cannabis Cultivation and Production into North Dundas' Zoning Bylaws

Background

On October 26, 2021, the Council of the Township of North Dundas passed Bylaw No. 2021-72 to extend Interim Control provisions outlined in Bylaw No. 2020-52, which prohibited any new or expanded cultivation, processing or production of cannabis within the Township of North Dundas, subject to certain exceptions. This Interim Control Bylaw, which was already extended for a second year, will expire on November 3, 2022. The expiry of which, without amendments to the Official Plan or the Township's four separate Zoning Bylaws, will permit cannabis cultivation and production facilities to operate in several zones - without specific setbacks and provisions directly related to the operation of the facilities.

Currently, Health Canada is responsible for issuing licenses and certificates for the growing of cannabis; however, municipalities have the authority to regulate cannabis facilities through Zoning Bylaws and Site Plan Control. The Township of North Dundas has four older Zoning Bylaws which do not adequately address the land use impacts of cannabis cultivation, processing and production.

The County Council of the United Counties of SD&G hosted a public meeting on July 18th 2022 regarding Official Plan Amendment #14 – Cannabis Cultivation and Production Amendment. This Official Plan amendment allows municipalities to incorporate setbacks and zoning restrictions regarding Cannabis Cultivation and Production into their zoning bylaws.



After a brief literature review and research on surrounding municipalities existing zoning regulations, the United Counties of SD&G and the lower-tier municipalities have created a draft of what is believed to be appropriate planning related criteria for the development of Cannabis Cultivation and Production facilities to be incorporated into existing Township Zoning Bylaws.

County Official Plan:

At the July 18, 2022 meeting of The United Counties of Stormont, Dundas, and Glengarry Council, Official Plan Amendment Number 14 was passed in order to clarify policy and mapping regarding the permitting of cannabis cultivation, and studies required, in the County Official Plan.

The United Counties recommended that the Official Plan text be amended to allow a local municipality to permit a licensed cannabis cultivation and production facility in the Rural District, Agricultural Resource Lands designation, and/or Employment District. Any adverse impacts that could be generated by noise, dust, odour, light, and traffic should be appropriately mitigated, as demonstrated by the required studies.

In Section 3.5.2 – Section 3.5.2.10 was added to the Official Plan as follows:



1. Section 3.5.2.10 – A Licensed Cannabis Cultivation and Production Facility means a building or land used for the cultivation, processing, testing, destruction, packaging and/or shipping of cannabis in accordance with the Cannabis Act. A Licensed Cannabis Cultivation and Production Facility is subject to other pertinent policies of this Plan and may be permitted by a local municipality in the Rural District, Agricultural Resource Lands designation, and/or Employment District. A Licensed Cannabis Cultivation and Production Facility shall be directed away from mixed-use corridors including areas with tourism and highway commercial uses.
2. A Licensed Cannabis Cultivation and Production Facility may be subject to site plan control pursuant to the Planning Act, R.S.O. 1990, c.P. 13.
3. Upon receipt of a development application to permit a Licensed Cannabis Cultivation and Production Facility, local municipalities shall be satisfied that the following criteria are met:

- a. Where a Licensed Cannabis Cultivation and Production Facility is proposed as an agricultural use, only new purpose-built facilities will be permitted, and any retrofit or use of existing agricultural buildings or structure is prohibited unless a change of use permit is obtained;
- b. That mitigation measures be taken to reduce adverse impacts on nearby residential, institutional, recreational, and other sensitive land uses, and to determine the appropriate separation distance of the proposed facility to existing sensitive land uses and zones, including residential uses and commercial, institutional, and recreational land uses frequented by members of the public. Local municipalities are encouraged to establish a minimum setback from a Licensed Cannabis Cultivation and Production Facility to a sensitive land use in their Zoning By-law. Site-specific reductions to these setbacks are strongly discouraged.
- c. Any adverse impacts generated by noise, dust, odour, light, and traffic be appropriately mitigated, as demonstrated by the required studies identified in this section.
- d. That a waste management plan will be submitted demonstrating that waste generated from the use can be appropriately managed;



Fleurish Cannabis Inc.
2725 Country Road 20 Road, Kemptville

4. Where processing, testing, destruction, packaging and/or shipping of cannabis is proposed as an agricultural use, it must be demonstrated that the Licensed Cannabis Cultivation and Production Facility meets the Guidelines on Permitted

Uses in Ontario's Prime Agricultural Areas as prepared by the Ontario Ministry of Agriculture, Food and Rural Affairs by satisfying the following criteria:

- a. Farm-related commercial and farm-related industrial use.
 - b. Shall be compatible with, and shall not hinder, surrounding agricultural operations.
 - c. Directly related to farm operations in the area.
 - d. Supports agriculture.
 - e. Provides direct products and/or services to farm operations as a primary activity
 - f. Benefits from being in close proximity to farm operations
5. A Licensed Cannabis Cultivation and Production Facility shall not be considered an On-Farm Diversified Use or Home Occupation.
6. Where the cultivation of cannabis is proposed as an industrial use, the proposed Licensed Cannabis Cultivation and Production Facility is required to demonstrate conformity to the Land Use Compatibility Guidelines as prepared by the Ministry of the Environment, Conservation and Parks.



7. The following studies should be submitted as part of a complete application for a Zoning Bylaw amendment or Site Plan Control application, to the satisfaction of the local municipality:
- a. Odour Impact Assessment and an Odour Mitigation Plan
 - b. Light Mitigation Plan
 - c. Agricultural Impact Assessment (if applicable)
 - d. Traffic Impact Study
 - e. Noise and Vibration Impact Assessment
 - f. Hydrogeological Study (if on private services)
 - g. Site Servicing Study
 - h. Any other appropriate studies identified by the municipality.



A site servicing study must ensure the proposed development can be adequately serviced without negatively impacting municipal water servicing capacity and municipal wastewater facilities. If the facility is serviced privately, it must be proven that it will have no negative impacts on watershed health.

The municipal may retain, at the applicant's expense, a qualified consultant to peer-review the above noted submissions and provide professional conclusions and recommendations to the municipality.

8. Where there is an existing Licensed Cannabis Cultivation and Production Facility, it is a policy of this Plan to require a site plan approval for any additional floor area beyond the existing facility.



2725 Country Road 20 Road, Kemptville

General Provisions in Township Zoning Bylaws:

After the passing of Official Plan Amendment Number 14, staff are suggesting the following sections be added into the Township's four existing Zoning Bylaws (other definitions may be added):

Definitions: Add the following definitions to the Zoning Bylaws:

Air Treatment Control

Shall mean the functional use of an industrial grade multi-stage carbon filtration system, or similar technology, to reduce and/or treat the emission of pollen, dust and odours expelled from a facility and sized accordingly in comparison to the facility it serves as designed by a qualified person.

Cannabis

Shall mean a genus of flowering plants in the family Cannabaceae. Synonyms include, but are not limited to, marijuana and marihuana. This definition does not include the industrial or agricultural production of hemp.

Licensed Cannabis Cultivation and Production Facility

Means a building or land used for the cultivation, processing, testing, destruction, packaging and/or shipping of cannabis in accordance with the Cannabis Act.

Licensed Cannabis Micro Cultivation and Production Facility

Shall mean a licensed Cannabis Cultivation and Production Facility that is limited to 200 m² of gross plan surface area.

Licensed Cannabis, Micro-Production

Shall mean the manufacturing of cannabis or cannabis products, up to a maximum of 600 kg of dried cannabis in 1 calendar year as permitted by the Cannabis Act of Canada. For clarity, this definition includes a facility used for the cultivation, producing, processing, destroying, packaging, storage, distribution or analytical testing and research of cannabis and cannabis products but does not include the retail sale of cannabis.

Licensed Cannabis Nursery, Production and Processing Facility

Shall mean cannabis production and processing that is limited to 50 m² of gross plant surface area or “canopy” and is intended to allow for the creation of “starter” plant material, production of seeds, and to develop new plant varieties.

Greenhouse-Cannabis

shall mean a building whose roof and sides are made largely of glass or other transparent or translucent material for the growing of cannabis plants in which the temperature and humidity can be regulated for the cultivation of cannabis for subsequent processing and sale.

Adverse Effects

as defined in the Environmental Protection Act, means one or more of:

- a) impairment of the quality of the natural environment for any use that can be made of it;*
- b) injury or damage to property or plant or animal life;*
- c) harm or material discomfort to any person;*
- d) an adverse effect on the health of any person;*
- e) impairment of the safety of any person;*
- f) rendering any property or plant or animal life unfit for human use*
- g) loss of enjoyment of normal use of property; and*
- h) interference with normal conduct of business.*

Sensitive Land Use

shall mean any building, structure, use or associated amenity area (indoor or outdoor) where humans may be adversely affected by adjacent industrial type land uses, including

but not limited to residential uses, day care facilities, places of worship, schools or playgrounds.



General Provisions: Add Licensed Cannabis Cultivation and Production Facility with the following provisions:

Licensed Cannabis Cultivation and Production Facility:

- a) *A Licensed Cannabis Cultivation and Production Facility shall only be permitted within Industrial, Rural, and Agricultural Zones.*
 - i. *No Licensed Cannabis Cultivation and Production Facility shall have an adverse effect on its surroundings regardless of size or zone.*
 - ii. *In addition, within Industrial, Rural, and Agricultural Zones, a cannabis production facility may be permitted provided that the following provisions are met:*
 - 1. *A Cannabis Cultivation and Production Facility must be in a fully enclosed building;*
 - 2. *Outdoor storage is not permitted with a cannabis production facility;*
 - 3. *Loading spaces for a cannabis production facility must be in a fully enclosed building;*
 - 4. *Security fencing must be installed around the cannabis production facility;*
 - 5. *No use shall produce dust or other emissions that exceed standards set by provincial legislation without written authorization from the appropriate provincial agency;*
 - 6. *No use shall produce odour, glare, or noise that creates a nuisance;*
 - 7. *A lot with a cannabis production facility with air treatment control must be at least 70 metres from a lot in:*
 - 1. *A residential zone*
 - 2. *An institutional zone*

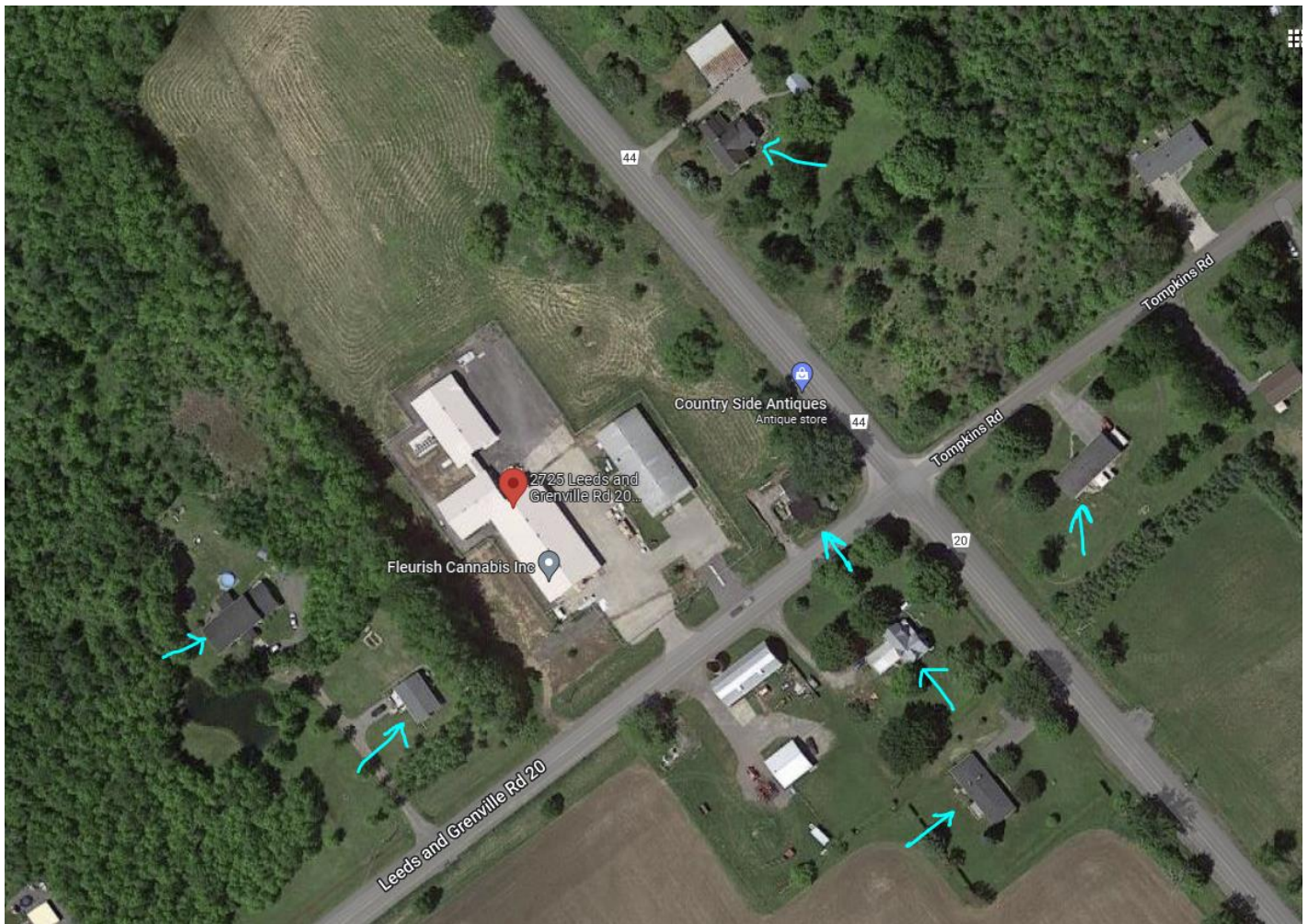
3. *A commercial zone*
8. *A lot with a cannabis production facility with air treatment control must be at least 150 metres from a lot in:*
 1. *Recreational and Open Space Zone categories*
 2. *A daycare/ nursery*
 3. *A place of Worship*
 4. *Recreational/Community Centre/Spaces*
 5. *Public parks*
 6. *Private parks/conservation areas*
 7. *Public/private schools*
9. *A lot with a cannabis production facility without air treatment control must be at least 300 metres from a lot in a:*
 1. *Residential Zone categories,*
 2. *Commercial Zone categories,*
 3. *Recreational and Open Space Zone categories*
 4. *Institutional Zone categories*
 5. *A daycare/nursery*
 6. *A place of Worship*
 7. *Recreational/Community Centers/Spaces*
 8. *Public parks*
 9. *Private parks/conservation areas*
 10. *Public/Private schools*



10. *Any Cannabis Cultivation and Production Facility regardless of size, location, zone, new construction, expansion, or building conversion will be subject to site plan control.*
11. *Cannabis Cultivation and Production Facility's shall not be permitted as a Home Occupation.*
12. *On private water supply the owner(s) will be required to provide confirmation that there is sufficient water for daily usage and adequate fire suppression (Ministry of Environment water taking*

permit may be required). On a private septic system or other on-site disposal system the owner(s) will be required to confirm that discharge from facilities can be safely treated in a private septic system or alternative. If discharge or treatment of product requires off site handling the owner(s) will provide documentation of agreement(s) with approved waste handlers.

13. *On public water supply and sewage collection, the owner will be required to provide a site servicing study to ensure the site can be adequately serviced without impacting municipal water servicing capacity and municipal wastewater facilities.*



COMMUNICATION CONSIDERATIONS:

In order to inform and engage the public on the proposed general amendments to introduce this specific use, staff will issue a notice in the newspaper, on the website and on social media, according to Ontario Regulation 545/06 for a public meeting to be held on September 27th 2022.

SCHEDULE “A” TO BY-LAW No. XXXX

**AMENDMENT NO. 14 TO THE OFFICIAL PLAN FOR THE UNITED COUNTIES OF
STORMONT, DUNDAS AND GLENGARRY**

Official Plan Amendment

Cannabis Cultivation and Production Amendment

United Counties of Stormont, Dundas, and Glengarry



**UNITED COUNTIES OF STORMONT
DUNDAS AND GLENGARRY**

**CERTIFICATION OF COMPLIANCE WITH PUBLIC INVOLVEMENT AND NOTICE
REQUIREMENTS**

I, Kimberley Casselman, Clerk, hereby certify that the requirements for the giving of notice and the holding of at least one (1) public meeting as set out in Subsection 17(15) of the Planning Act, R.S.O. 1990, and the giving of notice as set out in Subsection 17(23) of the Planning Act, R.S.O. 1990, have been complied with.

Signed _____
Kimberley Casselman, Clerk

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Appendices

Appendix A: Notice of Public Meeting
Appendix B: Record of Proceedings
Appendix C: Record of Public Comments Received

STATEMENT OF COMPONENTS

PART A - PREAMBLE

Introduces the actual Amendment but does not constitute part of Amendment No. 14 to the Official Plan for the United Counties of Stormont, Dundas and Glengarry.

PART B - THE AMENDMENT

Consists of the following text, which constitutes Amendment No. 14 to the Official Plan for the United Counties of Stormont, Dundas and Glengarry.

PART C - THE APPENDICES

Do not form part of Amendment No. 14 but are provided to clarify the intent and to supply background information related to the Amendment.

PART A – PREAMBLE

Purpose

The purpose of Amendment No. 14 to the Official Plan for the United Counties of Stormont, Dundas and Glengarry, which is a housekeeping amendment initiated by the United Counties pursuant to Section 22 of the *Planning Act*, is to clarify policy and mapping regarding the permitting of cannabis cultivation and production facilities, including the mitigation measures, land use compatibility, and studies required, in the County Official Plan.

Location

The amendments apply to all lands within the corporate boundaries of the United Counties.

Basis

Section 1.1.4.1 of the Provincial Policy Statement (PPS) states that healthy, integrated, and viable rural areas should be supported by:

- promoting diversification of the economic base and employment opportunities through goods and services, including value-added products and the sustainable management or use of resources;
- providing opportunities for economic activities in prime agricultural areas, in accordance with policy 2.3

Section 1.1.5.4 goes on to say that development that is compatible with the rural landscape and can be sustained by rural service levels should be promoted.

Section 1.2.6.1 adds that major facilities and sensitive land uses shall be planned and developed to avoid, or if avoidance is not possible, minimize and mitigate any potential adverse effects from odour, noise and other contaminants, minimize risk to public health and safety, and to ensure the long-term operational and economic viability of major facilities in accordance with provincial guidelines, standards, and procedures.

Section 1.3.1 says that planning authorities shall promote economic development and competitiveness by:

- providing for an appropriate mix and range of employment, institutional, and broader mixed uses to meet long-term needs;
- providing opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses;

Section 1.3.2.2 goes on to say that employment areas planned for industrial and manufacturing uses shall provide for separation or mitigation from sensitive land uses to maintain the long-term operational and economic viability of the planned uses and function of these areas.

Section 2.3.3.1 states that in prime agricultural areas, permitted uses and activities are: agricultural uses, agriculture-related uses, and on-farm diversified uses.

Proposed agriculture-related uses and on-farm diversified uses shall be compatible with, and shall not hinder, surrounding agricultural operations. Criteria for these uses may be based on guidelines developed by the Province or municipal approaches, as set out in municipal planning documents, which achieve the same objectives.

Section 2.3.3.2 says that in prime agricultural areas, all types, sizes and intensities of agricultural uses and normal farm practices shall be promoted and protected in accordance with provincial standards.

Section 2.3.3.3 goes on to say that new land uses in prime agricultural areas, including the creation of lots and new or expanding livestock facilities, shall comply with the minimum distance separation formulae.

The Cannabis Act came into effect in October 2018. It legalized the production, sale, and use of cannabis for recreational purposes in Canada.

When the United Counties of Stormont, Dundas, and Glengarry Official Plan was approved in 2018, the cultivation and production of cannabis was not a legal activity, and as such, it was not addressed in the Official Plan. With the introduction of the Cannabis Act, cannabis production is now permitted for commercial growth for both medical and recreational purposes. The Official Plan's should provide a framework to ensure compatibility and mitigate possible nuisances that may arise from the establishment of cannabis facilities, such as odour, noise, light pollution, and security.

The policies for Agricultural Resource Lands are outlined in Section 5.3 of the SDG Official Plan. It states that “Agriculture-related uses on prime agricultural lands are encouraged to strengthen and diversify the agricultural industry and to supplement farm income. For the purposes of this section, agriculture-related uses are farm-related commercial and industrial uses directly related to farm operations in the area that support agriculture, and benefit from being close to farm operations.” It seeks to minimize land use conflicts and ensure compatibility with agricultural uses.

The policies for Agricultural Resource Lands are outlined in Section 3.4.6 of the SDG Official Plan. It states that “The intent of this designation is to accommodate a variety of land uses that are appropriate for a rural location and a limited amount of residential development where such development will not preclude continued agricultural and non-residential uses.”

Section 3.4.3 of the Official Plan discusses the Employment District, and states that “Employment District uses may include a mix of industrial uses, manufacturing, construction, warehousing, offices, employment supportive commercial uses including associated retail and ancillary facilities, public service facilities and institutional uses”. Section 5.3.2.1 also specifies that “A large-scale agriculture-related use should be directed to an Employment District where it will reinforce local municipal investment or policies for a commercial or industrial area, or if not feasible, to lands having lesser soil capability for agriculture.”

It is recommended that the Official Plan text be amended to allow a local municipality to permit a licensed cannabis cultivation and production facility in the Rural District, Agricultural Resource Lands designation, and/or Employment District. Any adverse impacts that could be generated by noise, dust, odour, light, and traffic should be appropriately mitigated, as demonstrated by the required studies.

PART B - THE AMENDMENT

The Introductory Statement

All of this part of the document entitled, Part B - The Amendment, consisting of the following text and Schedule 'A', constitutes Amendment No. 14 to the Official Plan for the United Counties of Stormont, Dundas and Glengarry.

Details of the Amendment

The Official Plan of the United Counties of Stormont, Dundas and Glengarry is amended as follows:

1. Section 3.5.2 – Section 3.5.2.10 will be added.
2. Section 3.5.2.10 – A Licensed Cannabis Cultivation and Production Facility means a building or land used for the cultivation, processing, testing, destruction, packaging and/or shipping of cannabis in accordance with the Cannabis Act. A Licensed Cannabis Cultivation and Production Facility is subject to other pertinent policies of this Plan and may be permitted by a local municipality in the Rural District, Agricultural Resource Lands designation, and/or Employment District. A Licensed Cannabis Cultivation and Production Facility shall be directed away from mixed-use corridors including areas with tourism and highway commercial uses.
3. A Licensed Cannabis Cultivation and Production Facility may be subject to site plan control pursuant to the Planning Act, R.S.O. 1990, c.P. 13.
4. Upon receipt of a development application to permit a Licensed Cannabis Cultivation and Production Facility, local municipalities shall be satisfied that the following criteria are met:
 - a) Where a Licensed Cannabis Cultivation and Production Facility is proposed as an agricultural use, only new purpose-built facilities will be permitted, and any retrofit or use of existing agricultural buildings or structure is prohibited unless a change of use permit is obtained;
 - b) That mitigation measures be taken to reduce adverse impacts on nearby residential, institutional, recreational, and other sensitive land uses, and to determine the appropriate separation distance of the proposed facility to existing sensitive land uses and zones, including residential uses and commercial, institutional, and recreational land uses frequented by

- members of the public. Local municipalities are encouraged to establish a minimum setback from a Licensed Cannabis Cultivation and Production Facility to a sensitive land use in their Zoning By-law. Site-specific reductions to these setbacks are strongly discouraged.
- c) Any adverse impacts generated by noise, dust, odour, light, and traffic be appropriately mitigated, as demonstrated by the required studies identified in this section.
 - d) That a waste management plan will be submitted demonstrating that waste generated from the use can be appropriately managed;
5. Where processing, testing, destruction, packaging and/or shipping of cannabis is proposed as an agricultural use, it must be demonstrated that the Licensed Cannabis Cultivation and Production Facility meets the Guidelines on Permitted Uses in Ontario's Prime Agricultural Areas as prepared by the Ontario Ministry of Agriculture, Food and Rural Affairs by satisfying the following criteria:
- a) Farm-related commercial and farm-related industrial use.
 - b) Shall be compatible with, and shall not hinder, surrounding agricultural operations.
 - c) Directly related to farm operations in the area.
 - d) Supports agriculture.
 - e) Provides direct products and/or services to farm operations as a primary activity
 - f) Benefits from being in close proximity to farm operations
6. A Licensed Cannabis Cultivation and Production Facility shall not be considered an On-Farm Diversified Use or Home Occupation.
7. Where the cultivation of cannabis is proposed as an industrial use, the proposed Licensed Cannabis Cultivation and Production Facility is required to demonstrate conformity to the Land Use Compatibility Guidelines as prepared by the Ministry of the Environment, Conservation and Parks.
8. The following studies should be submitted as part of a complete application for a Zoning Bylaw amendment or Site Plan Control application, to the satisfaction of the local municipality:
- a) Odour Impact Assessment and an Odour Mitigation Plan
 - b) Light Mitigation Plan

- c) Agricultural Impact Assessment (if applicable)
- d) Traffic Impact Study
- e) Noise and Vibration Impact Assessment
- f) Hydrogeological Study (if on private services)
- g) Site Servicing Study
- h) Any other appropriate studies identified by the municipality

A site servicing study must ensure the proposed development can be adequately serviced without negatively impacting municipal water servicing capacity and municipal wastewater facilities. If the facility is serviced privately, it must be proven that it will have no negative impacts on watershed health.

The municipal may retain, at the applicant's expense, a qualified consultant to peer-review the above noted submissions and provide professional conclusions and recommendations to the municipality.

9. Where there is an existing Licensed Cannabis Cultivation and Production Facility, it is a policy of this Plan to require a site plan approval for any additional floor area beyond the existing facility.

PART C – THE APPENDICES

APPENDIX A: NOTICE OF PUBLIC MEETING

APPENDIX B: RECORD OF PROCEEDINGS

APPENDIX C: RECORD OF PUBLIC COMMENTS RECEIVED

**THE CORPORATION OF
THE TOWNSHIP OF SOUTH STORMONT**

BY-LAW NO. 2011-100

December 14, 2011

Prepared by

J.L. RICHARDS & ASSOCIATES LIMITED
Consulting Engineers, Architects & Planners
864 Lady Ellen Place
Ottawa, Ontario
K1Z 5M2

JLR 22160

December 2018 Office Consolidation

Legend

Amendments to Zoning By-law No. 2011-100 are indicated as follows:

~~Text that is stroked out has been removed from this by-law.~~

Text that is highlighted in grey has been added to this by-law.

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT BY-LAW NO. 2011-100

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THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

By-Law No. 2011-100

BEING a by-law to regulate the use of all land, including density, size, location and use of all buildings within its territory.

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 an Official Plan was approved for the United Counties of Stormont Dundas and Glengarry;

AND WHEREAS the *Planning Act, RSO 1990*, S. 27 requires that the Zoning By-law of the Township of South Stormont be amended to conform to the Official Plan of the United Counties of Stormont, Dundas and Glengarry;

AND WHEREAS the *Planning Act, RSO 1990*, S. 24 provides that no Zoning By-law may be passed that does not conform with the Official Plan of the United Counties of Stormont, Dundas and Glengarry;

AND WHEREAS it is now deemed necessary and expedient to enact a new Zoning By-law for the Township of South Stormont that will be in conformity with the Official Plan.

NOW THEREFORE Council of the Township of South Stormont pursuant to Section 34 of the *Planning Act, RSO 1990*, chapter P.13, enacts as follows:

SECTION 1: AUTHORIZATION AND ADMINISTRATION

1.1 Title

BY-LAW
2012-074

This By-law shall be known as the Zoning By-law or By-law No. 2010-44-2011-100 of the Corporation of the Township of South Stormont.

1.2 Defined Area

The provisions of this By-law shall apply to all lands within the boundaries of the Corporation of the Township of South Stormont.

1.3 Conformity with By-law

No land shall be used and no buildings or structures shall be erected, altered, enlarged, or used within the Township of South Stormont except in conformity with the provisions of this By-law. This By-law shall not reduce or mitigate any restrictions lawfully imposed by an authority having jurisdiction to make such restrictions. No person shall change the purpose for which any land, building or structure is used, or erect any new building or structure or addition to any existing building or structure or sever any lands from an existing parcel if the effect of such action is to cause the original, or remaining lands, buildings or structures to be in contravention of this By-law.

1.4 Violations and Penalties

Every person who violates any of the provisions of this By-law is guilty of an offense and upon conviction is liable to a fine prescribed under the *Planning Act* or other applicable statute.

Where a conviction is entered under this Subsection, in addition to any other remedy or any penalty provided by By-law, the applicable court may make an order prohibiting the continuation or repetition of the offence by the person convicted

Penalties imposed by conviction under this Section shall be recoverable under The *Provincial Offences Act*, as amended.

1.5 Remedies

Where any building or structure is erected, altered, reconstructed, extended or enlarged, or any building or structure or part thereof is used, or any lot is used, in contravention of any requirements or other provisions of this By-law, such contravention may be removed or altered by the Township pursuant to the provisions of the *Planning Act*, or The *Municipal Act*.

Where any matter or thing is required to be done by a person under the provisions of this By-law, the Corporation may direct that in default of it being done by said person, such matter or thing may be done by the Corporation at the sole expense of the person and the expenses thereof with interest may be recovered by the Corporation in accordance with the provisions of the Municipal Act.

1.6 Enforcement

This By-law shall be administered by a person designated from time to time by Council as the Planning/Zoning Administrator or any other officer or any person acting under his or her instructions, and no permit for the use of land or for the erection or use of any building or structure or approval of application for any municipal license within the jurisdiction of the Council shall be issued or given where the proposed building, structure or use would be a violation of any provision of this By-law.

1.7 Existing Uses Continued

Nothing in this By-law shall prevent the use of any lot, building or structure for any purpose prohibited by this By-law if such lot, building or structure was lawfully used for such purpose on the date of passing of this By-law, so long as it continues to be used for that purpose.

1.8 Effective Date

By-law No. 2011-100 shall come into full force and effect as of December 14, 2011, subject to the Provisions of the *Planning Act*.

1.9 Validity

Should any Section or part of a Section of this By-law or Schedule hereto be declared by a court of competent jurisdiction to be invalid, the same shall not affect the provisions of this By-law as a whole or any part thereof other than the part declared to be invalid.

1.10 Administrator

This By-law shall be administered by a person designated from time to time by Council as the "Planning/Zoning Administrator" or any other officer or any person acting under his or her instructions.

1.11 Inspection of Premises

The By-law Enforcement Officer, or any other officer or employee of the Corporation appointed by Council to administer or enforce the provisions of this By-law, or any person acting under his or her instructions, is hereby authorized, upon producing proper

identification, to enter at all reasonable times, upon any property or premises to inspect any property on, or in respect of which he believes on reasonable grounds that this By-law is being contravened.

Notwithstanding the above, no officer or employee of the Corporation shall enter any room or place actually being used as a dwelling unit or part thereof without the consent of the occupier, except under the authority of a search warrant issued under Section 49.1 of the *Planning Act*, R.S.O. 1990, c.P.13, or any successors thereto. The occupant shall be informed that the right of entry may be refused and entry made only under the authority of a search warrant.

1.12 Licences and Permits

No municipal permit, certificate, or licence shall be issued for a proposed use of land or a proposed erection, alteration, enlargement or use of any building or structure that is in contravention of any provision of this By-law. In addition, where the approval of another agency or authority is required, such approval shall be obtained and submitted to the Chief Building Official or Planning/Zoning Administrator at the time of application for a building permit.

Notwithstanding the above, receipt of such approval shall not be deemed to establish conformity with the provisions of this By-law.

1.13 Other By-laws, Licenses, Permits and Regulations

Nothing in this By-law shall exempt any person from complying with the requirements of any other By-law in force within the area affected by this By-law, or from applying for and obtaining any permit, license, permission, authority or approval required by this or any other By-law or regulation of the Corporation or by any other law in force from time to time.

1.14 Certificate of Occupancy

No change shall be made in the type of use of any land, building or structure within any zone, without first obtaining a Certificate of Occupancy from the Corporation confirming that the proposed use complies with this By-law.

1.15 Applications and Plans

In addition to the requirements of any Building By-law, every application for a building permit shall be accompanied by a plan, in duplicate, drawn to scale and showing the following:

- a) the true dimensions of the lot to be built upon or otherwise used;

- b) the proposed location, height and dimensions of any building, structure or use proposed for such lot, including any water supply and sewage disposal facilities;
- b) the proposed locations and dimensions of yards, landscaped open spaces, parking areas and loading spaces required by this By-law;
- c) the use and location of all existing buildings or structures on the lot; and
- d) a statement signed by the owner, disclosing the exact use proposed for each building, structure or use and giving all information necessary to determine if such proposed or existing building, structure or use conforms to the requirements of this By-law.

1.16 Interpretation

(1) Definitions

In this By-law, unless the context requires otherwise, the definitions and interpretations set out in Section 2 hereof shall apply. Words not defined shall have the customary meaning or as defined in a standard dictionary.

(2) “use” and “occupy”

In this By-law, unless the context requires otherwise:

- (a) the verb “use” shall include “design to be used”, “arrange to be used”, “intend to be used”, and “permit to be used”; and
- (b) the verb “occupy” shall include “design to be occupied”, “arrange to be occupied”, “intend to be occupied”, and “permit to be occupied”.

(3) Typographical Corrections

No amendment to this By-law shall be required in order for the Corporation to make typographical changes where, in the opinion of the Corporation, such corrections do not affect the intent of the By-law.

(4) Severability of Provisions

The provisions, sections or subsections of this By-law are hereby declared to be separate from each other and the invalidity of any provision, section or subsection does not affect the validity of any other provision, section or subsection.

(5) References to Other Legislation and Agencies

Where this By-law makes reference to legislation of the Government of Ontario or the Government of Canada, such reference shall be deemed to include any and all amendments or successors or changes in the titles, numbering, or regulations there under. Where this By-law makes reference to the jurisdiction of a public agency and

where the name or responsibilities of said public agency are changed, the said reference shall be deemed to include any and all successors to such public agency or legislation. Reference to MDS I or MDS II formulae shall be deemed to include the most current standards.

(6) Compliance with Zoning Requirements

The extent and boundaries of all zones are shown on the Schedules attached hereto. For all such zones, both the general provisions and specific zone provisions shall be met.

(7) Zone Symbols

The short form symbols used on the Schedules attached hereto refer to individual zones used in the By-law and may be used when describing or making reference to any zone herein.

(8) Lots Split by more Than One Zone

Where a lot has more than one zone applying to it, each such portion of the lot shall be used in accordance with the provisions of this By-law for the applicable zones. Where the use or uses of a lot divided into two or more zones are permitted in all such zones, the more restrictive zone requirements shall apply.

(9) Calculation of Numerical Requirements

Where the application of this By-law results in a numerical fraction the more restrictive requirement shall apply.

(10) Road Widenings

Nothing in this By-law shall prevent the use of any land, building or structure or the erection of any building or structure on a lot which does not conform to the minimum lot frontage and/or lot area and/or front yard setback and/or setback from road allowance and in the case of a corner lot, the exterior side yard setback, as a result of a road widening taken by the Corporation of the Township of South Stormont, the Counties of Stormont, Dundas and Glengarry, or the Ministry of Transportation of Ontario, provided all other requirements of this By-law are complied with.

(11) Dwellings Per Lot

With respect to the number of dwellings permitted on any lot, the by-law intends to permit the development of a single form of housing on a lot. The actual number permitted on a lot is identified in each zone, sub-zone or exception zone. For example, where a semi-detached dwelling is permitted it shall be noted that one (1) dwelling is permitted on said lot, which is needed to permit the development of the semi-detached dwelling which is made up of two (2) dwelling units. The same approach is to be used when developing other multiple forms of housing.

(12) Prohibited uses

With respect to any lands to which this By-law applies, all uses are prohibited unless specifically permitted in this By-law.

1.17 Imperial Measurement

This By-law is in metric units only. Where numbers and imperial units appear in brackets anywhere in this By-law, such numbers and units do not form part of this By-law. They are to be considered as appendix information only and are so placed only for the convenience of the user.

1.18 Repeal of Existing By-laws

All existing By-laws of the Township of South Stormont, including the former Township of Cornwall and Township of Osnabruck, enacted pursuant to Section 34 of the *Planning Act*, as they may affect the lands which are governed by this By-law, are hereby repealed and such repeal shall come into effect upon the date that this By-law comes into force.

The adoption of this By-law, however, shall not prevent any pending or future prosecution of or action to abate any existing violation of the said By-laws if the violation is also a violation of the provisions of this By-law.

Notwithstanding any other provisions of this By-law, any decision of the Committee of Adjustment fully in effect will continue to apply for a period of two years from the date of passing by Council of this By-law to permit the construction that was approved by the Committee of Adjustment.

Two years after the adoption of this By-law, decisions by the Committee of Adjustment will be considered as legal non-conforming instead of being addressed as special exceptions or some other recognition under the general provisions.

1.19 Request for Amendment

Every request for an amendment to this Zoning By-law shall be accompanied by two (2) complete copies of the Corporation's "Application for Amendment to Zoning By-law" along with the required fee.

1.20 Conflict

In the event of a conflict between this By-law and amendments thereto and any other general or special By-law of the Municipality, or by other applicable legislation, the most restrictive By-law or legislation shall prevail.

1.21 Notes and Illustrations

Where “notes” and/or “illustrations” are included in this By-law, they are provided for explanation purposes and do not form a part of this By-law.

BY-LAW
2012-074

1.22 Technical Revisions

Revisions may be made to this by-law without the need for a zoning by-law amendment in the following cases:

- (1) correction of grammar, punctuation or typographical errors or revisions to format in a manner that does not change the intent of a provision;
- (2) adding or revising technical information on maps or schedules that does not affect the zoning of lands including by not limited to, matters such as updating and correcting infrastructure information, keys, legends, or title blocks; and
- (3) changes to appendices, footnotes, headings, indices, marginal notes, tables of contents, illustrations, historical or reference information, page numbering, footers and headers, which do not form a part of this by-law and are editorially inserted for convenience of reference only.

SECTION 2: DEFINITIONS

Abattoir shall mean a building or structure specifically designed to accommodate the pending and slaughtering of live animals and the preliminary processing of animal carcasses and may include the packing, treating, storing and sale of the product on the premises.

Accessory shall mean a use, building or structure naturally or normally incidental, subordinate and exclusively devoted to a main use, building or structure and located on the same lot.

Adult Entertainment Use shall mean any premises or part thereof in which is provided, in pursuance of a trade, calling, business or occupation, live entertainment or services appealing to or designed to appeal to erotic or sexual appetites or inclinations, and includes a body rub parlour.

BY-LAW
2016-068

Adventure Games shall mean an active commercial recreational activity where participants pay a fee to play combat games in protective gear with paintball guns, airsoft guns or similar equipment in a designated area.

Aggregate Recycling Facility shall mean a premises used for the recycling of used aggregate materials such as concrete and asphalt into a usable product but does not include the operation of an asphalt or concrete batching plant.

Agricultural Machinery Sales and Service shall mean a building and/or lot used principally for the display and sale of new and/or used agricultural machinery, accessories and related products and may include the servicing and repair of such products.

BY-LAW
2018-079

Agricultural Use shall mean the growing of crops, including nursery and horticultural crops; raising of livestock; raising of other animals for food, fur or fibre, including poultry and fish; aquaculture; apiaries; agro-forestry; maple syrup production; and associated on-farm buildings and structures, including accommodation for full-time farm labour when the size and nature of the operation requires additional employment. Agricultural use shall not be construed to include facilities such as commercial activities related to agriculture such as abattoirs, tanneries and retail sales outlets, or manufacturing and processing activities involving farm crops or animal products such as cheese factories, grain mills or retail seed sales and does not include Cannabis Production and Processing.

Agricultural Use, Small shall mean agricultural use limited to five (5) nutrient units or less as defined by the Nutrient Management Act and Regulations there under.

BY-LAW
2015-050

Agriculture-related use shall mean those farm-related commercial and farm-related industrial uses that are small scale and directly related to the farm operation and are required in close proximity to the farm operation means those farm-related commercial and farm-related industrial uses that are directly related to farm operations in the area,

support agriculture, benefit from being in close proximity to farm operations, and provide direct products and/or services to farm operations as a primary activity.

BY-LAW
2018-079

Air Treatment Control shall mean the functional use of an industrial grade multi-stage carbon filtration system, or similar technology, to reduce and/or treat the emission of pollen, dust and odours expelled from a facility and sized accordingly in comparison to the facility it serves as designed by a qualified person(s).

Alter shall mean:

i) When used in reference to a building, structure or part thereof, means:

to change any one or more of the external dimensions of such building or structure; or

to change the type of construction of the exterior walls or roof of such building or structure; or

to change the use of such building or structure or the number or types of uses or dwelling units contained therein.

ii) When used in reference to a lot means:

to change the boundary of such lot with respect to a street or lane; or

to change any dimension or area, relating to such lot; to change the grade and drainage pattern of such lot; or

to change the use of such lot or the number of uses located thereon.

Animal Hospital shall mean a building or part of a building used by a veterinary surgeon where domestic animals (household pets) and birds are kept for treatment including surgery, and where veterinary drugs and other related products, including pet food, may be sold. The treatment of livestock (cattle, horses, etc.) and similar animals is specifically excluded.

Art Gallery shall mean a building, place or area where paintings, sculptures or other works of art are exhibited or sold and may be operated as either a main use or as a Home-Based Business.

Artist's Studio shall mean a building or part of a building used to produce artist's products including the display and retail sales of artist's supplies and products and may be operated as either a main use or as a Home-Based Business.

Attached shall mean a building or structure otherwise complete in itself which is connected to, and which depends for structural support upon a division wall or walls shared in common with an adjacent building or buildings.

Asphalt Batching Plant shall mean an industrial facility used for the production of asphalt, or asphalt products, used in building or construction, and includes facilities for the administration or management of the business, the stockpiling of bulk materials used in the production process or of finished products manufactured on the premises and the

storage and maintenance of required equipment, but does not include the retail sale of finished asphalt products;

Assembly Hall shall mean a Building or Structure or part thereof where facilities are provided for athletic, civic, educational, political or social events, trade shows, conferences, fashion shows and may include an arena, auditorium, gymnasium, stadium, theatre, banquet hall, or similar use.

Auction Sales Establishment shall mean a business establishment engaged in selling merchandise on an agency basis by the auction method but shall not include the sale of livestock.

Automobile Body Shop shall mean an establishment where motor vehicle bodies, exteriors or undercarriages are painted or repaired. Accessory uses may include a towing service and the rental of motor vehicles to customers whose motor vehicles are being repaired. This definition shall not include a salvage yard or impound yard as defined herein.

Automotive Rental Establishment shall mean an establishment engaged in the rental of passenger automobiles or trucks without drivers.

Automotive Repair Garage shall mean a building used for the storage, repair and servicing of motor vehicles, having at least one (1) service bay where minor repairs essential to the actual operation of a motor vehicle are performed. This definition does not include the sale of new or used vehicles or an impound yard or salvage yard as defined herein.

Automobile Sales or Rental Establishment shall mean an establishment with a sales office having as its main use the storage of vehicles for sale or the storage of vehicles for rent or lease. Accessory uses may include facilities for the repair or maintenance of such vehicles.

Automobile Service Station shall mean a place for supplying fuel, oil and minor accessories for motor vehicles at retail, direct to the consumer and having at least one (1) service bay where minor repairs essential to the actual operation of motor vehicles may be performed. If more than two (2) motor vehicles are kept on the premises for the purpose of selling such vehicles then such establishment shall be classified as an automobile sales or rental establishment.

Automotive Store shall mean an establishment primarily engaged in the retail sale of vehicle parts, accessories and tools. Accessory uses may include service bays for performing maintenance and repair operations on motor vehicles. This definition shall not include any establishment otherwise defined herein or specifically named elsewhere in this By-law.

Bake Shop shall mean a building or portion thereof where baked foods are made for retail sale on the premises.

Bakery (Commercial/Industrial) ~~shall mean an establishment where the producing, mixing, compounding or baking of bread, biscuits, cakes or any other bakery product is undertaken and may include the retail sale on the premises of finished products.~~

BY-LAW
2019-095

shall mean a facility where the primary activities include the mass production, mixing, compounding or baking of food products to be shipped to off-site retailers, and does not typically include retail sale of products on the premises.

Bank or Financial Office shall mean a chartered bank, finance company office, co-op, trust company office, loan company or similar establishment.

Bar shall mean a licensed drinking establishment, the principal business of which is to serve any sort of beverage alcohol to the public for consumption on the premises, and includes a pub or tavern.

Basement shall mean that portion of a building below the first storey but which has at least one-half of its height (measured from finished floor to finished ceiling) above the average level of ground adjacent to the exterior walls of the building

Bed and Breakfast Establishment shall mean a private dwelling designed to be used in part for the accommodation of the travelling or vacationing public with sleeping accommodations in a maximum of four (4) rooms and other related services and facilities within the occupant's dwelling.

Bingo Hall shall mean a building or premise or part thereof used for bingo or a bingo event and is duly registered under the *Gaming Control Act*, 1992, S.O. 1992, c. 24, or a successor thereto and is in compliance with municipal by-laws and approvals.

Boarding House shall mean a building (that has a building height not exceeding three storeys and a building area not exceeding 600 m²) in which lodging is provided for more than four persons in return for remuneration or for the provision of services or for both, and in which the lodging rooms do not have both bathrooms and kitchen facilities for the exclusive use of individual occupants.

Boat House shall mean an accessory building or structure intended for use to house, shelter or protect a boat or other form of water transportation, which shall not be capable of being occupied as a permanent or seasonal dwelling. When constructed in association with a dwelling, a boat house shall be deemed to be an accessory building. Consultation with the applicable Conservation Authority will be required for any new boathouse.

Box Retail shall mean a large retail store whose physical layout resembles a large square or 'box' when seen from above and is characterized by a large amount of floor space (often more than 50,000 square feet), a wide array of items available for sale, and its location in suburban areas.

Broadcasting Studio shall mean a radio, television and/or production studio.

Building shall mean any structure used or intended for sheltering any use or occupancy. ~~The word "building" shall include the whole of such structure or part thereof and shall include any building types as regulated by the *Ontario Building Code Act*, R.S.O. 1992, c.23, not including recreational vehicles.~~

BY-LAW
2015-050

- i) **Accessory Building** shall mean a building customarily incidental and subordinate to the main use or building and located on the same lot with such

main use or building.

- ii) **Main Building** shall mean the building in which is conducted the principle uses of the lot on which it is situated.
- iii) **Temporary Building** shall mean a building or structure intended for removal or demolition within a prescribed time, not exceeding two years, as set out in a building permit.

Building Code shall mean the *Ontario Building Code Act, R.S.O. 1992, c.23*, and any successor thereto.

BY-LAW
2015-050

Building Height shall mean the vertical distance between the average finished grade at the base of the building and in the case of a flat or arched roof the highest point of the roof surface or parapet wall, whichever is the highest, or in the case of all other types of roofs the mean height level between the base of the roof and highest point of the roof.

Building Line shall mean a line within a lot drawn parallel or concentric to a lot line serving to establish the distance between that lot line and any portion of a building or structure which may be erected as required by the provisions of this By-law.

Building Supply Store shall mean a building where building supplies such as lumber, millwork, siding, roofing, plumbing, electrical, heating, air conditioning, home improvement and similar goods are stored, displayed, or kept for sale at retail or wholesale. This definition shall not include a lumber yard or a salvage yard where used building supplies are stored, displayed, or kept for retail sale.

Business Training Centre shall mean a building where an employer provides job-related training or instruction to its employees that is designed to improve job performance or enhance the career advancement opportunities of those employees.

Campground, Recreational shall mean an area of land containing sleeping accommodations and facilities which are used to provide short term accommodation for persons engaged in passive or active recreation or leisure, which without limiting the generality of the foregoing, shall include, but shall not be limited to the following: children's camp or establishment, scout camp, girl guides, religious camp, institutional camp, or other like or similar camp or establishment.

Campground, Tourist shall mean an area of land providing short term and seasonal accommodation for tents, recreational vehicles, park model trailers or campers and may include accessory uses such as: a laundromat, convenience store, sale of propane fuels and recreational uses for persons using the campground where a fee is charged or paid for such accommodation.

BY-LAW
2018-079

Cannabis shall mean a genus of flowering plants in the family Cannabaceae. Synonyms include, but are not limited to, marijuana and marihuana. This definition does not include the industrial or agricultural production of hemp.

BY-LAW
2018-079

Cannabis Production and Processing shall mean lands, buildings or structures used for producing, processing, testing, destroying, packaging and/or shipping cannabis authorized by a federally issued license or registration.

BY-LAW
2019-095

- (i) Standard shall mean cannabis production and processing with no established municipal restrictions on operation size;
- (ii) Cannabis Production and Processing, Micro-Cultivation shall mean cannabis production and processing that is limited to 200m² of gross plant surface area;
- (iii) Cannabis Production and Processing, Nursery shall mean cannabis production and processing that is limited to 50m² of gross plant surface area or “canopy” and is intended to allow for the creation of “starter” plant material, production of seeds and to develop new plant varieties.

Canopy shall mean a roof free of enclosing walls over an entrance to a building, structure or gasoline pump island.

Carport shall mean a covered parking area which is open on at least 40% of the total perimeter.

Car Washing Establishment shall mean a building or portion thereof used for washing or cleaning of motor vehicles for gain or profit.

Cardlock Establishment shall mean one or more pump islands designed for the retail sale of gasoline or diesel fuel using pumps which are operated automatically by custom access, or similar card systems.

Catering Establishment shall mean an establishment in which homemade meals and beverages are prepared on a small scale to be served for consumption off the premises.

Cellar shall mean that portion of a building below the first storey which is partly or wholly underground but which has more than one-half of its height (measured from finished floor to finished ceiling) below the average level of ground adjacent to the exterior walls of the building

Cemetery shall mean a place or area used for the burial of deceased persons and shall include an accessory mausoleum, columbarium but not a pet cemetery.

Cemetery, Pet shall mean a property used for the disposal of material consisting entirely of the remains of deceased domestic pets

Chief Building Official shall mean the officer or employee of the Corporation charged with the duty of enforcing the provisions of the Building Code Act, together with any regulations made thereunder, and the provisions of the Building By-law.

BY-LAW
2015-050

BY-LAW
2018-079

Clinic shall mean a building used solely for the purpose of consultations, diagnosis and treatment of patients, by ~~two (2)~~ one (1) or more regulated health-care professionals, including but not limited to legally qualified physicians, dentists, optometrists, chiropodists, chiropractors, registered massage therapists, physiotherapists, or drugless practitioners, together with their qualified assistants and without limiting the generality of the foregoing, the building may include administrative offices, waiting rooms, laboratories, pharmacies or dispensaries directly associated with the clinic, but shall not include accommodation for in-patient care or operation rooms for major surgery.

Club, Non-Profit shall mean a building or premises used as a meeting place for members of an organization and may include athletic, recreational or social club not operated for gain or profit. This definition may include a social service club, a lodge, a fraternity or sorority house, a hostel, labour union hall, Royal Canadian Legion or similar use.

Commercial Vehicle shall mean a vehicle used for commercial trade or government services and without limiting the foregoing includes delivery vehicles, emergency vehicles, motor buses, tractors and tractor trailers and single or multiple axle trucks.

Communications Facility shall mean an installation which transmits, receives and/or relays communications such as a microwave relay tower, telephone, cellular telephone tower, radio or television broadcast tower, fiber optic communication infrastructure or similar facility.

Community Centre shall mean a building, structure or premises where facilities are provided for the following: athletic, civic, educational, political, recreational, religious, social events, trade shows, conferences or fashion shows. This definition may include an arena, assembly hall, auditorium, gymnasium, hall, stadium, theatre or similar use, operated by a Public Authority.

Compost Facility shall mean premises owned or operated by a government authority or by a private operator with a Ministry of Environment Certificate of Approval where the primary purpose is for the composting of food waste and organic materials.

Conservation Use shall mean the maintenance of the natural environment for the purpose of preservation, research, observation and outdoor uses such as hiking, hunting and fishing. This may include the erection and use of trail shelters and other similar uses ancillary to the foregoing, but shall not include the use of a dwelling, mobile home, tourist vehicle or tourist trailer.

Concrete Batching Plant shall mean an industrial facility used for the production of concrete, or concrete products, used in building or construction, and includes facilities for the administration or management of the business, the stockpiling of bulk materials used in the production process or of finished products manufactured on the premises and the storage and maintenance of required equipment, but does not include the retail sale of finished concrete products.

Contractor's Shop or Yard shall mean a place of business for persons employed in building trades such as painting, plumbing, electrical work, masonry, metal working and carpentry, sandblasting or for the operation of a yard for equipment including a truck, bulldozer, loader and/or backhoe. Such place of business may be used for the storage of equipment, materials and vehicles which are used on construction sites and may include such related uses as office space, or maintenance facilities, and may also include a retail business, sales counter or a wholesale business as an accessory use.

Convenience Store shall mean a building or part of a building used primarily for the sale of grocery and confectionery items and incidentally for the sale of such other merchandise as is required to fulfill the day-to-day needs of a surrounding community; and for automated banking machines, rental of items such as videos, video games or similar items.

Corporation shall mean the Corporation of the Township of South Stormont.

Council shall mean the Council of the Corporation of the Township of South Stormont.

County shall mean the Corporation of the United Counties of Stormont, Dundas and Glengarry.

Crematorium shall mean a building fitted with the proper appliances for the purposes of the cremation of human remains and includes everything incidental or ancillary thereto.

Day Nursery, Licensed shall mean a place wherein the temporary care of children is provided in facilities and by staff licensed by the Province of Ontario and operated in accordance with the provisions of the *Day Nurseries' Act*, R.S.O. 1990, c. D.2 .

Day Nursery, Private shall mean a place wherein the temporary care of children is provided, in accordance with the applicable provisions of the *Day Nurseries Act*, R.S.O. 1990, c. D.2, for a maximum of 5 children.

Deck shall mean a structure abutting a dwelling or building with no roof or walls except for visual partitions and railings which is constructed on piers or a foundation above-grade for use as an outdoor living area.

Detached shall mean when used in reference to a building, a building which is not dependent on any other building for structural support or enclosure.

Development shall mean the creation of a new lot, a change in land use, or the construction of buildings and structures; but does not include activities that create or maintain infrastructure authorized under an environmental assessment process; or works subject to the Drainage Act.

Dressmaker/Tailor Shop shall mean a building or portion thereof, where the business of individual custom tailoring is carried on, including remodeling, hemstitching and buttonhole making, but does not include a shop where clothing manufacture is carried on.

Drive-in Theatre shall mean a form of cinema structure consisting of a large outdoor screen, a projection booth, a concession stand and a large parking area from which customers can view movies from the privacy and comfort of their vehicles.

Driving Range shall mean a public or private area operated for the purpose of developing golf techniques, including a miniature golf course, but excluding a golf course.

Dry Cleaning or Laundry Outlet shall mean a building or portion thereof used for the purpose of receiving articles or goods of fabric to be subjected elsewhere to the process of cleaning or dyeing. Such establishment may also be used for pressing and/or distributing any articles or goods which have been received therein.

Dry Cleaning or Laundry Plant shall mean a building or portion thereof where dry cleaning, dry dyeing, cleaning, repairing or pressing of articles or goods of fabric is

conducted in which solvents which emit no odours or fumes are, or can be, used, and in which no noise or vibration causes a nuisance or inconvenience beyond the premises. This definition may include a dry cleaning or laundry outlet.

Dwelling shall mean a detached building occupied or capable of being occupied as the home, residence or sleeping place by one or more persons, and containing one or more dwelling units, including a factory built modular home, but shall not include a mobile home, park model trailer, a tent, bus, boat, vessel, motor vehicle, recreational vehicle, camper or commercial trailer.

BY-LAW
2012-074

Dwelling, Accessory shall mean a single detached dwelling which is incidental, subordinate and accessory to a permitted non-residential use, ~~unless such use is prohibited by the Ontario Building Code~~, located on the same lot therewith and is occupied either by the owner of such non-residential use or by a person employed on the lot where such dwelling is located. For the purposes of this By-Law, a *Dwelling, Secondary Unit (Detached)* is not considered a *Garden Suite Dwelling, Accessory*.

BY-LAW
2019-095

BY-LAW
2018-087

~~**Dwelling, Accessory Apartment** shall mean a dwelling unit located within a single detached dwelling.~~

Dwelling, Apartment Building shall mean a building containing three (3) or more dwelling units, but shall not include a townhouse.

Dwelling, Converted shall mean a dwelling altered to contain a greater number of dwelling units, with each self-contained dwelling unit having a floor space of not less than 55 m².

Dwelling, Duplex shall mean a building divided horizontally into two (2) dwelling units each of which has an independent entrance and may include a common vestibule.

Dwelling, Mobile Home shall mean a transportable, factory built dwelling designed to be used as a year-round residential dwelling and has been manufactured to comply with the Canadian Standards Association (CSA) Standard No. Z240, as amended or replaced from time to time, but does not include a modular home dwelling, a park model trailer, a motor home, a mobile camper trailer, a truck camper or any other dwelling defined in this by-law.

Dwelling, Modular Home shall mean a single detached dwelling that is constructed by assembling, on a permanent foundation and has been manufactured in a Canadian Standards Association (CSA) A277 certified factory. For the purposes of this By-law a modular home dwelling shall be considered as a single detached dwelling.

Dwelling, Park Model Trailer shall mean a manufactured building designed and constructed in conformance with CAN/CSA-Z241 Series M "Park Model Trailer, as set out in the Ontario Building Code Act, R.S.O. 1992, c.23, and is used or intended to be used as a dwelling or seasonal dwelling.

BY-LAW
2018-087

Dwelling, Secondary Unit (Attached) shall mean a self-contained dwelling unit located within the principal dwelling. For the purposes of this By-Law, a *Dwelling, Secondary Unit (Attached)* shall not be considered an accessory building, structure or use.

BY-LAW
2018-087

Dwelling, Secondary Unit (Detached) shall mean a self-contained dwelling unit located within a structure ancillary to the principal dwelling on the same lot. For the purposes of this By-Law, a *Dwelling, Secondary Unit (Detached)* shall not be considered an accessory building, structure or use, a *Garden Suite*, or a *Dwelling, Accessory*.

BY-LAW
2017-068

Dwelling, Street Townhouse shall mean a building divided vertically into three (3) or more dwelling units but not more than six (6) units, having frontage on a public street. Each unit is attached by common walls extending from the base of the foundation to the roof line, ~~each dwelling unit having~~ with a separate entrance at grade

BY-LAW
2017-068

Dwelling, Townhouse shall mean a building divided vertically into three (3) or more dwelling units but not more than six (6) units, having frontage and primary access on a private street or internal driveway. Each unit is attached by common walls extending from the base of the foundation to the roof line, with a separate entrance at grade.

Dwelling, Semi-Detached shall mean a building on a single foundation divided vertically into two (2) separate dwelling units by a common wall.

Dwelling, Single-Detached shall mean a detached building containing one (1) dwelling unit.

Dwelling Unit shall mean one or more rooms designed as a housekeeping unit, used or intended to be used as a domicile by one or more persons and in which separate cooking, eating, living, sleeping and sanitary facilities are provided for the exclusive use of the occupants, with a private entrance from outside the building or from a common hallway or stairway inside the building. This shall not include a mobile home, park model trailer, recreational vehicle, hotel, motel or boarding house.

Dwelling Unit, Accessory shall mean a dwelling unit which is part of and accessory to a permitted non-residential building unless prohibited by the Official Building Code. Such dwelling unit shall be occupied either by the owner of such non-residential use or by an employee on the lot where such dwelling is located.

Easement shall mean the legal right acquired by contract to pass over, along, upon or under the lands of another.

Equipment Rental Establishment – Domestic shall mean a building or part of a building wherein the primary use is the rental of machinery, equipment, furniture and fixtures, only of a size and type which would be used for a specific home improvement or household purpose and which could be transported by the individual household user.

Equipment Rental Establishment – Industrial shall mean an establishment primarily engaged in the rental of machinery, equipment, furniture, fixtures and other goods, of a size and type which would be used for business, industrial and major construction undertakings or which may involve bulk shipping of such goods, large catering undertakings, or similar non-household oriented rental functions.

Equipment Sales Establishment - Industrial shall mean a building or part of a building or place where machinery or equipment for use in industrial and major construction undertakings, commercial vehicles, and other similar goods are kept for sale at retail or wholesale.

Equipment Service and Repair Establishment - Industrial shall mean a building or part of a building where any equipment, vehicle, including commercial vehicles, and/or trailers may be serviced, washed or repaired and may include an equipment body shop.

Equipment and Vehicle Storage Yard - Industrial shall mean an uncovered area which is used for the storage of machinery and equipment for use in industrial and major construction undertakings, commercial vehicles, and other similar goods requiring large areas for outside storage. Limited repair of such machinery, equipment, vehicles and goods may be permitted in a building provided such repair is clearly incidental and secondary to the storage use.

Erect shall mean to build, construct, reconstruct, alter or relocate and, without limiting the generality of the foregoing, shall be taken to include any preliminary physical operation such as excavating, grading, piling, cribbing, filling or draining, structurally altering any existing building or structure by an addition, deletion, enlargement or extension. This includes any work for which a building permit is required under the *Ontario Building Code Act*, R.S.O. 1992, c.23.

Established Building Line, Rural shall mean the average setback from the street line of existing buildings in either the Agriculture, Rural or Rural Residential Zones when at least five buildings have been erected on any one side of a continuous 200 metres of land with frontage on an improved street.

Established Building Line, Urban shall mean the average setback from the street line of existing buildings in the Residential zones on one side of one block where more than one-half of the lots on the said side of the block have been built upon.

Existing shall mean legally existing as of the date of the passing of this By-law.

Factory Outlet shall mean a building or part of a building accessory to a permitted industrial use where products manufactured by that industry are kept for wholesale or retail sale.

Fairground shall mean lands where fairs, livestock shows, horseracing, demolition derbies, other sports events, circuses, or exhibitions are held primarily outdoors, and includes any accessory and temporary buildings.

Farm Equipment Sales and Service shall mean a building, structure or area where farm machinery and farm supplies are kept for sale at retail and may include facilities for the servicing of such machinery but shall not include any other establishment otherwise defined or classified herein.

Farm Produce Outlet shall mean a use accessory to a farm which consists of the retail sale of agricultural products produced on the farm where such outlet is located.

Farm Supply Establishment shall mean a building wherein farm supplies which may include feed, seed, agricultural chemicals, hardware, farm working apparel, etc., may be sold or rented.

Farmers' Market shall mean an establishment or premises where the farm products of a local farming community are sold at retail from covered or uncovered areas designated for individual retailers.

Fence shall mean any barrier or structure constructed of chain link metal, wood, stone, metal, brick or other similar materials or combinations of such materials which is erected for the purpose of screening, safeguarding, retaining or enclosing property or delineating property lines.

Financial Institution shall mean an establishment operated by a chartered trust bank, trust company, mortgage broker, accountant, financial adviser or similar such establishment.

Finished Grade shall mean:

- i) when used with reference to a building, the average elevation of the finished surface of the ground where it meets the exterior of such building;
- ii) when used with reference to a structure, the average elevation of the finished surface of the ground immediately surrounding such structure;
- iii) when used with reference to a street, road or highway, the elevation of the street, road or highway established by the Corporation or other designated authority.

Fire Hall shall mean a building or structure used for the purposes of supporting the provision of municipal fire protection services and which can include sleeping and dining facilities for fire fighting personnel, vehicle storage, maintenance, and repair facilities, training space, and office space.

Flea Market shall mean a street market composed of a series of individual retailer's booths or tables where sundry, new or secondhand articles, fresh produce or preserves are offered for sale.

Flood Line shall mean the line defined by the 1 in 100 year flood storm as established by the Ministry of Natural Resources, Conservation Authority, or other designated agency or by an approved engineering study.

Flood Plain shall mean the area below the 1:100 year floodline as established by the Ministry of Natural Resources or other designated agency or by an approved engineering study.

Floor Area shall mean:

BY-LAW
2019-095

- i) ~~for a dwelling or dwelling unit, the total area of the storeys contained within the outside walls of the dwelling or dwelling unit exclusive of any garage, carport, porch, veranda, attic, basement or cellar;~~
- i) for a dwelling or, dwelling unit or dwelling, secondary unit (detached), the total area of the stories contained within the outside walls of the dwelling or dwelling unit, or building containing dwelling, secondary unit (detached) exclusive of any garage, carport, porch, veranda, attic, basement or cellar;

BY-LAW
2019-095

- ii) ~~for a building other than a dwelling or dwelling unit, the total area of all the floors contained within the outside walls of the building.~~
- ii) for a building other than a dwelling or dwelling unit or dwelling, secondary unit (detached), the total area of all the floors contained within the outside walls of the building.

In all cases, only that floor area having a clear height to the ceiling of at least 2.2 metres shall be considered in the calculation of the floor area. The minimum floor area requirements for a dwelling as required in this By-law will apply to the floor area above finished grade.

Forestry Use shall mean the planting, management and harvesting of timber resources in accordance with good forestry practices. This definition may include the establishment and occasional use of an accessory portable sawmill.

Fuel Depot, Bulk shall mean land, building or structures used for the bulk storage, distribution and sale of gasoline, propane, heating oil, diesel, ethanol, natural gas or motor oil.

Funeral Home shall mean a building or part thereof designed for the purpose of providing funeral services to the public and includes facilities used for the preparation of deceased human bodies for the internment or cremation, for the viewing of deceased persons, but does not include a crematorium.

Furniture and Home Improvement Centre shall mean a retail store specializing in the sale of home building/design and garden products and the provision of related services. Goods offered for sale may include lumber, lighting, electrical and plumbing supplies, hardware, flooring, window coverings, roofing materials, paint/wallpaper, furniture and appliances, seasonal items, lawn and garden supplies, flowers and plants, shrubs, trees or similar vegetation, but shall not include a nursery or the bulk storage of unpackaged sand, gravel, soil, fertilizers or similar material. Related services may include a tool rental centre and a fast food kiosk, which is not a drive through service facility. Do-it-yourself training facilities are permitted as an accessory use.

Garage, Private shall mean an accessory building or portion of a dwelling which is greater than 40% enclosed and designed or used for the sheltering of permitted vehicles and storage of household equipment incidental to the residential occupancy.

Garden Centre shall mean a lot, building or structure or part thereof used for the wholesale and retail sale of trees, shrubs, plants, soil, landscaping supplies, garden ornaments, fertilizers and similar materials, including situations where it is accessory to a retail store.

BY-LAW
2018-079

Garden Nursery shall mean a lot, building or structure or part thereof used for the growing and sale of trees, shrubs, plants, soil, landscaping supplies, garden ornament, fertilizers and similar materials but does not include Cannabis Production and Processing.

BY-LAW
2018-079

Garden Suite shall mean a temporary, detached portable housing unit intended for the use of an elderly member of the immediate family which is located on the same lot with an existing single detached dwelling where the family is residing and which shares the water supply and sewage disposal facilities with the single detached dwelling. For the purposes of this By-Law, a *Dwelling, Secondary Unit (Detached)* is not considered a *Garden Suite*.

Gasoline Bar shall mean one (1) or more pump islands, each consisting of one (1) or more gasoline pumps, and a shelter having a floor area of not more than ten (10) square metres which shall not be used for the sale of any product other than liquids and small accessories required for the operation of motor vehicles and may include automatic fuel vending facilities operated or controlled with credit or debit cards.

Golf Course shall mean a public or private area operated for the purpose of playing golf and includes a par 3 golf course, a driving range and may include as accessory, a pro-shop and/or an eating establishment but does not include a miniature course and similar use operated for commercial purposes.

Golf, Miniature shall mean an area designed for the purpose of a novelty golf game played with a putter on a miniature golf course having tunnels, bridges, corners or other similar obstacles.

Grain Drying Facility shall mean any land, buildings or structures wherein agricultural commodities such as cereal grains, corn, and soybeans are customarily dried.

BY-LAW
2015-050

Greenhouse, Commercial shall mean a building used for the growing of flowers, vegetables, fruit, shrubs, trees and similar vegetation for wholesale or retail sale, and the accessory sale of gardening implements, fertilizer, and similar articles. This definition shall not include any premises used for the growing of mushrooms or Cannabis Production or Processing.

BY-LAW
2018-079

Group Home, Type 1 shall mean a residence licensed or funded under a federal or provincial statute for the accommodation of three to ten persons, exclusive of staff, living under supervision in a single housekeeping unit and who, by reason of their emotional, mental, physical or social condition or legal status, require group living arrangement for their well being, but excluding a Group Home Type 2.

Group Home, Type 2 shall mean a group home which is primarily intended to house persons convicted under the Criminal Code or the Young Offenders Act, such as Halfway Houses for Ex-Offenders (Charitable Institutions Act), Community Resources Centres (Ministry of Correctional Services Act), or Group Homes for Young Offenders (Young Offenders Act). A Group Home Type 2 shall be licensed or approved by either the Ministry of Community and Social Services or the Ministry of Community Safety and Correctional Services.

Hereafter shall mean after the date of the passing of this By-law.

Herein shall mean in this By-law, and shall not be limited to any particular section of this By-law.

BY-LAW
2017-068

Home-Based Business shall mean an occupation, or enterprise trade, business, profession or craft carried on as an accessory use within part of a dwelling unit for pursuits conducted by the occupants thereof provided that:

- i) the use is clearly secondary to the use of the dwelling unit as a private residence;
- ii) ~~the use may include the following:~~ the use includes one or more of the following:
 - (a) instruction in or businesses involving music, academic subjects, dancing, Private Day Nursery, arts and crafts such as pottery, weaving, painting or sculpting, sewing, hairdressing or similar uses;
 - (b) businesses including offices involving work conducted primarily in other locations, such as those operated by electricians, plumbers, carpenters, or operators of commercial vehicles, provided that the storage of commercial vehicles, equipment or materials does not take place at the residence except in accordance with the provisions of the By-law;
 - (c) businesses involving the repair of small appliances, radios, televisions and similar items, skate or knife sharpening or similar uses;
 - (d) an office used by a physician, dentist or other medical practitioner, a registered massage therapist, an insurance agent, accountant, engineer, sales person, travel agent, or a person engaged in a similar occupation; or
 - (e) a bed and breakfast, which provides a maximum of four (4) bedrooms for commercial public use, but which does not contain individual cooking facilities.
- iii) the use does not include or permit, any wholesale store or vending outlet, restaurant, kennel, veterinary establishment, eating establishment, convalescent home, mortuary, funeral home, or any use of a storage yard or plant or ~~any of the trades,~~ contractors yard, adult entertainment use, automotive body shop, automotive repair garage, automotive sales or rental establishment, or automotive service station.

BY-LAW
2017-068

Home Industry shall mean a use which is clearly incidental or secondary to the main agricultural use or residential use of a single detached dwelling and is conducted either entirely within a single detached dwelling or in an accessory building to a single detached dwelling, by an inhabitant thereof. Such use may include a seasonal retail outlet for farm produce produced on the farm, a workshop for wood workers, carpentry shop, painters, plumbers, a craft shop, an electrical shop, a small engine repair shop, a blacksmith shop, but does not include automotive body shop, automotive repair garage, automotive sales or rental establishment, automotive service station or other similar use.

Hospice shall mean a facility that provides palliative care and attends to the emotional and spiritual needs of terminally ill patients and their families.

Hospital shall mean a hospital as defined by the Private Hospitals Act, or a hospital as defined by the Public Hospitals Act, as amended, but does not include animal or veterinary hospitals.

Impound Yard shall mean a place where seized or damaged motorized vehicles are stored for the purposes of being returned to the rightful owner. This definition may include a towing service but shall not include a salvage yard.

Industrial Uses

Class 1 Industry, Light Industrial Uses shall mean a place of business for a small scale, self contained plant or building which produces, manufactures, assembles or stores a product which is contained in a package and has a low probability of fugitive emissions e.g. noise, odour, dust and vibration. Such industries operate in the daytime only with infrequent movement of products and /or heavy trucks and no outside storage. Examples include: electronics manufacturing and repair, high technology industries, furniture repair and refinishing, beverage bottling, package and crafting services, small scale assembly, auto parts supply.

Class 2 Industry, Medium Industrial Uses shall mean a place of business for medium scale process and manufacturing with outdoor storage of wastes or materials (e.g. it has an open process) and where there are periodic or occasional outputs of fugitive emissions e.g. noise, odour, dust and/or vibration. Shift operations occur and there is frequent movement of products and /or heavy trucks ~~during daytime hours~~. Examples include dry cleaning services, printing establishments, paint spray booths, welding shops, courier and transport services, heavy vehicle repairs, bulk fuel storage, raw product storage (aggregates, logs/lumber), warehousing and contractor's ~~shop or~~ yard.

Class 3 Industry, Heavy Industrial Uses shall mean a place of business for uses characterized as having emissions such as noise, smoke, odour, fumes or vibrations or extensive outside storage as part of their normal operations. Such uses include sawmills, pulp and paper mills, refineries, smelting operations and similar uses which are intended to be secluded from residential or other sensitive land uses in order to limit any potential adverse effects on the environment or the surrounding areas and public health.

Institution shall mean land, building, structure or part thereof used by any government agency, organization, group or association, for the promotion of religious, charitable, educational, medical, benevolent objectives or public service and which is not operated for profit or gain.

Intensive Livestock Operation shall mean any permanent or semi-permanent facility or non-grazing area where at least 6 nutrient units of livestock are kept or raised either indoors or outdoors, and includes all associated manure collection facilities (i.e. lagoons) where a Nutrient Management Plan has been approved. This includes any high-density seasonal feeding areas where manure build up may occur in excess of crop requirements and where mechanical removal and spreading of the manure may be required.

BY-LAW
2015-050

Kennel shall mean a building or structure where dogs are kept, bred, boarded, groomed or trained, given medical treatment or housed for similar purposes for which compensation may be paid and shall include a Humane Society shelter or pound. This definition shall include any premise whereby four or more dogs are kept as domestic pets.

Landscaped Open Space shall mean the open unobstructed space from ground to sky at grade which is suitable for the growth and maintenance of grass, flowers, bushes and other landscaping and includes any surfaced walk, patio or similar area but does not include any driveway, sidewalk, or ramp, whether surfaced or not, any curb, retaining wall, parking area, interior courtyard, or any easement for the purposes of underground or overhead utilities or services where located within a front yard or exterior side yard. This may also include a fence.

Lane shall mean:

- i) a subsidiary thoroughfare providing access from within a lot, principally from parking or loading spaces or from a lot to a public street; or
- ii) a subsidiary public thoroughfare for the sole use of pedestrians and connecting public streets, open spaces or buildings.

Laundromat shall mean a building or structure or part thereof containing two (2) or more washing machines and/or self service dry cleaning machines and/or dryers for use by the public which is operated for a profit or gain.

Livestock shall mean dairy, beef, swine, poultry, horses, goats, sheep, ratites, fur bearing animals, deer & elk, game animals, birds, and other animals identified in Table 1 of the Minimum Distance Separation Formula Implementation Guidelines, Publication 707 Ministry of Agriculture, Food and Rural Affairs.

Livestock Sales Outlet shall mean a building or structure where cattle, goats, sheep, horses, swine or the young thereof other livestock are bought and sold.

Loading Space shall mean a space or bay located on a lot or within a building which is used or intended to be used for the temporary parking of any commercial vehicle while loading or unloading goods, merchandise, or materials in connection with the use of the lot or any building thereon, and which has unobstructed access not necessarily in, a straight line to a street.

Lot shall mean a parcel of land which is capable of being legally conveyed in accordance with the provisions of the *Planning Act*.

Lot, Corner shall mean a lot situated at the intersection of two or more streets having an angle of intersection not exceeding 135 degrees. In the case of a curved street, such angles shall be formed by their tangents drawn from the points where the side lot lines meet the street line but does not include a lot abutting the bulb of a cul-de-sac or a turning circle.

BY-LAW
2017-005

Lot, Flag shall mean any lot which gains frontage on to a public street through the use of a narrow strip of land which is an integral part of the lot and includes a panhandle, key or flag lot.

Lot, Interior shall mean a lot situated between adjacent lots and having frontage on only one street or private right-of-way.

Lot, Through shall mean a lot bounded on two opposite sides by streets; provided, however, that if any lot qualifies as being a corner lot and a through lot, as hereinbefore defined, such lot shall be deemed a corner lot for the purpose of this By-law.

Lot, Through Waterfront shall mean a lot which abuts more than one water body.

Lot, Waterfront shall mean a lot which abuts a water body regardless of whether it has access to a street or private right-of-way.

Lot Area shall mean the total horizontal area measured within the limits of the lot lines of the lot.

Lot Coverage shall mean the percentage of lot area at grade of all buildings and roofed structures on a lot. For the purposes of this definition, decks, patios, swimming pools, and all accessory buildings, excluding detached garages, are not to be included within the lot coverage calculation.

Lot Frontage shall mean the horizontal distance between the side lot lines. Where such side lot lines are not parallel it shall be the width of a lot measured between the intersections of the side lot lines with a line six (6) metres back from and parallel or concentric to the front lot line. Arc distances shall apply to curved lines.

Lot Line shall mean a boundary line of a lot or a vertical projection thereof.

Lot Line, Exterior Side shall mean a lot line located between the front and rear lot lines and dividing the lot from a street.

BY-LAW
2015-050

Lot Line, Front shall mean in the case of an interior lot, the line that divides the lot from the public street. In the case of a corner lot, the shorter lot line abutting a street shall be deemed to be the front lot line and the longer lot line abutting the street shall be deemed to be the exterior side lot line except in cases where the principle access to the lot is deemed to be the front lot line as shown on a site plan which is approved as part of a Site Plan Control Approval. In the case of a through lot and waterfront lot, the lot line where the principal access to the lot is provided shall be deemed to be the front lot line.

Lot Line, Rear shall mean the lot line or intersection of the side lot lines, opposite to, and most distant from, the front lot line.

Lot Line, Interior Side shall mean a lot line other than a front, rear or side exterior lot line.

Lots of Record shall mean legally created parcels of land, including those which exist on the date of passing of this By-law, that can be conveyed and are deemed to include lots in a registered plan of subdivision, parcels created by consent in accordance with

the Planning Act and/or any other distinct and separate holding, the deed to which is registered in the Land Registry Office.

Lumber Yard shall mean a lot and building(s) where the primary use is the storage of construction grade wood for sale at retail or wholesale.

Main Building shall mean a building or buildings designed or used for the principal use on the lot.

Marina shall mean a commercial establishment where boathouse, boat storage, pier, dock or jetty facilities are available for any type of marine pleasure crafts and may include fuel pumps and facilities for the sale, rental, servicing, repair and maintenance or marine craft and buildings or structures for the supply of marine craft accessories or refreshments and may include an eating establishment.

Micro-Brewery shall mean a building used for the making of beer on a small scale and may include tasting and dining facilities and the retail sale of related items which occupy no more than 25% of the total floor area to a maximum of 400 m². This definition shall also include a small batch brewery.

Mini Warehouse and Storage shall mean a commercial building or part of a building wherein general merchandise, vehicles, furniture and household goods are all stored in separate, secured storage areas or lockers which are generally accessible by means of individual loading doors.

Mobile Home Park shall mean land which has been provided and designed for the location thereon of two or more occupied mobile homes for non-transient use.

Mobile Home Site shall mean a parcel of land for the placement of one mobile home and the exclusive use of its occupants. Where a park has been developed by plan of subdivision, a mobile home site may be a lot as herein defined.

Monument Sales and Manufacturing shall mean a place where cemetery monuments and related articles are manufactured and/or displayed for sale

Motor Speedway shall mean an establishment where motor vehicle racing, competitions and training occur on a track or course (i.e. motocross, go-cart, ATV, stock car racing or other similar type of facility or course). Accessory uses to the motor speedway include, concession stands for the sale of food and souvenirs, grand stands, buildings for vehicle maintenance and storage, and may include overnight camping.

Municipal Drain shall mean a drain constructed under Section 4 of the Ontario Drainage Act and dedicated by by-law as a municipal drain, to regulate the water table or water level within or on any lands and maintained by the municipality.

Municipality shall mean the Corporation of the Township of South Stormont.

Museum shall mean the use of land, buildings or structures for the purposes of assembling, preparing and displaying a collection of articles and artifacts illustrating science, art, ancient life or other subjects and includes accessory uses such as facilities

for repair, renewing and storage and may include retail outlets for souvenirs and refreshments.

Non-Complying when applied to a use, building or structure, shall mean a use, building or structure which, on the date of the passing of this By-law, is listed as a permitted use in the zone where it is located but which contravenes one or more of the provisions of the zone in which such use, building or structure is located.

Non-Conforming shall mean a use, building or structure which, on the date of the final passing of this By-law, was not a permitted use in the zone where such use, building or structure is located, but which was lawfully used for such purpose as of the date of passing of this By-law.

Nursing Home shall mean a building in which the proprietor supplies for hire or gain, lodging with or without meals and, in addition, provides nursing, medical or similar care if required; and shall include a rest home, convalescent home, home for the aged or domiciliary home, but shall not include any other establishment otherwise defined or classified herein.

Occupy shall mean to be established in, dwell in, be in residence in, establish yourself in, ensconce yourself in, tenant, reside in, lodge in, take up residence in, make your home, abide in or arranged to be inhabited.

Office, Business or Professional shall mean a building or portion thereof, designed, intended or used for the practice of a profession, the carrying on of a business and/or the conduct of public administration, and where one or more individuals and/or professionally qualified persons provide services to clients. This definition includes such uses as travel agency, insurance agency, newspapers office, communications office, laboratory and research facility, lawyer's office, architect's office, planner's office, engineer's office, or similar use, but shall not include a ~~medical/dental office~~ clinic or any other use otherwise defined or classified in this By-law.

BY-LAW
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Official Plan shall mean the Official Plan of the United Counties of Stormont, Dundas and Glengarry or parts thereof and amendments thereto and any Official Plan which may be adopted by the Corporation under the Planning Act, R.S.O.1990, c. P.13.

BY-LAW
2015-050

Open Storage shall mean the storage of goods, merchandise or equipment outside of a building or structure on a lot or portion thereof which is accessory to a permitted primary use, including such uses as automobile and trailer sales lots, building materials supply yards, but does not include the outdoor display of a limited number of samples of the goods, merchandise or equipment for the purpose of sales and advertisement or soft drink coolers or ice freezers occupying an area not greater than four (4) square metres. This definition shall not include the open storage of goods or equipment which are incidental to the residential occupancy of a lot.

Organic Soils shall mean soils containing more than 17% organic carbon by weight, commonly known as peat, muck, bog or fen soils as defined by the Nutrient Management Act, 2002.

Outdoor Commercial Patio shall mean an outdoor area adjoining a restaurant, a bar or a tavern, consisting of outdoor tables, chairs and related decorations and fixtures, and

where meals or beverages are served to the public for consumption on the premises. An outdoor café may be located within the public road right-of-way where an encroachment agreement exists between the operator and the Municipality. This definition may also be subject a non-profit club or other similar organization.

Outdoor Recreational Facility shall mean an establishment which provides recreational activities primarily located outside of a building such as lawn bowling, tennis court, model airplane flying or similar activities.

Park shall mean an area consisting largely of open space which may include a recreational area, playground or playfield or similar use. Such parks may include therein one or more of the following: swimming pool, wading pool, refreshment pavilions, tennis courts, boating facilities, gardens or similar uses, but shall not include a recreational commercial establishment, campground, mobile home park or tourist camp.

Parking Aisle shall mean a portion of a parking area or a commercial parking lot which abuts a parking space on one or more sides and which provides access from the parking space to a street, and which is not used for vehicular parking.

Parking Area shall mean an area or structure other than a street used or intended to be used for the temporary storage of motor vehicles and includes a private garage or carport, aisles and parking spaces.

Parking Garage shall mean an enclosed structure used for the temporary parking for more than four vehicles and available for public use either free, for compensation or as an accommodation to customers.

Parking Lot, Public shall mean a lot or portion thereof used for the temporary storage or parking of four (4) or more vehicles and available for public use either free, for compensation or as an accommodation to customers, but does not include the sale of new or used vehicles or the storing of impounded or wrecked vehicles.

Parking Space shall mean an area exclusive of driveways or aisles, used for the temporary parking or storage of one motor vehicle.

Parking Space, Barrier Free shall mean a parking space that is reserved for the exclusive use of vehicles displaying a valid physically disabled permit.

Passive Recreational Use shall mean enjoyment of the natural environment through non-intensive activities that are passive in nature and cause minimal impact on the natural features and functions of an area. Passive recreations uses include access trails, nature appreciation or educational activity, bird watching, outdoor education and associated facilities, but do not include recreational buildings, sports fields and golf courses.

Permitted Uses shall mean a use which is listed under the heading “Permitted Uses” in the zone where such use is located or as authorized under the General Provisions of this By-law.

Person shall include an individual, an association, a chartered organization, a firm, a partnership, a corporation, an agent or trustee and the heirs, executors or other legal representatives of a person to whom the context can apply according to law.

Personal Service Establishment shall mean an establishment wherein a personal service is performed. This definition may include a barber shop, beauty salon, registered massage therapy business, shoe repair, photographic store or a dry cleaning distribution station or a similar use.

Pet Shop shall mean a shop or place where animals, small reptiles, fish or birds for use as pets are sold, kept for sale or groomed and where pet supplies and pet foods are sold but does not include a shop or place for the breeding or overnight boarding of pets.

Pit shall mean any open excavation other than a Quarry made for the removal of unconsolidated aggregate such as soil, earth, clay, marl, sand, gravel or unconsolidated rock or mineral in order to supply material for construction, manufacturing or industrial purposes but shall not include rehabilitated land or an excavation incidental to the erection of a building or a structure for which a building permit has been granted by the Municipality, or an excavation incidental to the construction of any public works and includes accessory uses such as screening, washing and storage of such materials.

Place of Amusement shall mean an establishment operated for commercial gain or profit wherein amusement facilities are provided such as a video arcade or penny arcade, billiard or pool room, pinball machines and video games.

BY-LAW
2015-050

Place of Assembly shall mean a place designed and use to accommodate gatherings of people such as clubs, reception halls, conference centres, legion halls, assembly halls and lodges, and for events such as trade shows, banquets, and political or other conventions.

Place of Worship shall mean lands or buildings used for worship by an association of persons that is:

- i) charitable under the laws of the Province of Ontario or the Federal Government;
- ii) organized for the advancement of religion and for the conduct of religious worship, service or rites;
- iii) permanently established as to the continuity of its existence, and
- iv) may include accessory uses such as a residence for the caretaker or head of congregation, a nursery school, a church day nursery, a church assembly hall or auditorium, a school of religious education, convent monastery, parish hall or similar use.

Portable Asphalt Plants shall mean a facility with equipment designed to heat and dry aggregate and to mix aggregate with bituminous asphalt to produce asphalt paving material, and includes stockpiling and storage of bulk materials used in the process; such facility is not of permanent construction, but is designed to be dismantled and moved to another location as required.

Premises shall mean the area of a building or lot occupied or used by a business or enterprise. In a multiple tenancy building occupied by more than one (1) business, each business area shall be considered a separate premises. Each individual unit proposed and/or registered in a draft Plan of Condominium shall also be considered individual premises.

Printing and Publishing Establishment shall mean a building or part thereof used primarily for printing, regardless of the method, and publishing of newspapers, periodicals, books, maps and similar publications and also includes the sale and servicing of printing and duplicating equipment.

BY-LAW
2019-095

Produce Stand shall mean a covered or uncovered seasonal establishment or premises wherein produce, meat, flowers, fruit and/or other food items are sold.

Public Authority shall mean the Township of South Stormont, the United Counties of Stormont, Dundas and Glengarry, a Conservation Authority, and any department of the Governments of Ontario or Canada, including Ontario Power Generation, Hydro One, Cornwall Electric and any Boards or Commissions thereof. It shall also include any telephone corporation, any pipeline facility, natural gas distribution system, any cable company or any other utility.

Public Street shall mean a public thoroughfare under the jurisdiction of the Corporation, the County or the Province of Ontario. This definition shall not include a private road.

- i) Road Allowance shall have a corresponding meaning to that of a Public Street.
- ii) Improved Street shall mean a Provincial Highway, County Road or a Municipal Road which has been assumed by the respective authority and is maintained on a year-round basis.
- iii) Unimproved Street shall mean a road allowance under the jurisdiction of the Province, County or Municipality which has not been brought up to standard and is not maintained on a year-round basis.
- iv) Private road shall mean a street which is privately owned that serves two or more lots.

Public Use shall mean a building, structure or lot used by a public authority.

Quarry shall mean land or land under water other than a Pit from which consolidated aggregate (such as shale, stone, limestone, dolestone, sandstone, marble, granite, rock or other prescribed material) is being or has been excavated, and that has not been rehabilitated, but does not mean land or land under water excavated for a building or other work on the excavation site and includes accessory uses.

Recreational Commercial Establishment shall mean an establishment, premises, or building where any recreational, social or cultural uses are operated commercially for profit on lands in private ownership, such as health clubs, open or covered skating or curling rinks, pools, open or covered badminton or tennis courts, squash courts, bowling alleys, gymnasium, marinas, bandshell or open theatre, and other similar uses but does

not include a casino or bingo hall, go-kart, motorcycle, all terrain vehicle riding facilities or similar uses.

Recreational Vehicle shall mean any vehicle so constructed that is suitable for being attached to a motor vehicle for the purpose of being drawn or is self-propelled. The term recreational vehicle includes the following: motor homes, travel trailers, tent trailers, campers, snowmobiles, ATVs, seadoos and boats, but shall not include a mobile home.

Recreational Vehicle Sales, Rental and Storage Establishment shall mean a covered or uncovered area which is used for the rental, display, storage and/or sale of recreational vehicles.

Recycling Depot shall mean any building, portion of building or area in which solid non-hazardous recyclable material such as glass, paper, cardboard, plastic, metal and other similar products is collected, sorted, treated and/or processed, and which will be transferred to another location for reuse and includes a transfer station. This definition does not include any other type of waste management facility.

Recycling Yard shall mean a fenced yard area in which solid recyclable material is collected, sorted, and/or processed and may include materials from construction and demolition projects such as wood, drywall, brick, concrete, asphalt shingles and glass.

Research and Development Centre shall mean a place used for systematic research, data collection and manipulation, or technical or scientific development of information or new products, and may include a research laboratory; but excludes industrial and manufacturing operations other than those required as part of the research.

BY-LAW
2017-005

Residence Surplus to a Farm Operation shall mean an existing habitable farm residence that is rendered surplus as a result of farm consolidation (the acquisition of additional farm parcels to be operated as one farm operation).

Restaurant shall mean a building or structure or portion thereof where food is prepared and offered for sale to the public for consumption within the premises and may include a take-out facility clearly secondary to the principal use. This definition includes uses such as taverns, sports bars, and similar establishments.

Restaurant, Take-out shall mean a restaurant that does not have seating capacity for diners and instead sells food and beverages over the counter for pick-up by the consumer for outdoor consumption and/or off the premises, or delivers food and beverages directly to the consumer for consumption off the premises, whether located in a building, a motor vehicle or a trailer.

Retail Store shall mean a building wherein goods, wares, merchandise, substances or articles are offered for sale or lease to the general public, and may include the limited storage of goods, wares, merchandise, substances or articles, and shall not include any other use defined herein.

Retail Tourist Gift/Craft Shop shall mean a building wherein gifts and crafts are offered for sale and may include the limited storage of gifts and crafts and shall not include any other use defined herein.

Riding Stable shall mean lands and buildings or structures used for the housing of horses and may include a riding school, riding arena, boarding stables, tack shop and other related uses.

Salvage Yard shall mean an establishment where goods, wares, merchandise, articles or things are kept, repaired or processed wholly or partly in the open, for further use and offered for sale. This definition may include a scrap metal yard, an automobile wrecking yard and/or towing service.

Sawmill shall mean a building, structure or area where timber from elsewhere is cut or sawed, either to finished lumber or as an intermediary step.

Sawmill, Portable shall mean a small, often gasoline powered, sawmill used for personal or semi professional use, suitable for producing limited volumes of boards or specialty milling such as oversized timber.

Screening shall mean a continuous fence, wall, compact evergreen hedge or combination thereof supplemented with landscape planting, that would effectively screen the property which it encloses, and is broken only by access drives and walks.

School shall mean a public educational establishment operated by a Board of Education, or as provided for in the Education Act

School, Commercial shall mean an educational establishment other than a School wherein teaching or instruction is offered for gain in such fields as academics, dancing, music, art, golf, business or trade, and any other such specialized school conducted for gain, and also includes such fields as a studio for photography and arts and crafts.

School, Private shall mean an educational establishment other than a School, wherein academic subjects are taught generally at the private expense of those enrolled in the establishment.

Seasonal Camp shall mean a commercial or non-commercial establishment which provides eating, sleeping, recreational and related facilities for use by groups and includes children's camps, church camp, Boy Scout camps; Girls Guide camps, YM/YMWCA camps and similar uses.

Secondhand Shop shall mean a building or part of a building in which used goods, wares, merchandise, substances, articles or things are offered or kept for sale at retail and may include such uses as a flea market, a pawnshop, an antique store, an opportunity shop or similar use.

BY-LAW
2018-079

Sensitive Land Use shall mean any building, structure, use or associated amenity area (indoor or outdoor) where humans may be adversely affected by adjacent industrial-type land uses including, but not limited to residential uses, day care facilities, places of worship, schools, or playgrounds.

Service or Repair Shop shall mean a building or portion thereof where, whether in conjunction with a retail store or not, articles or goods such as appliances, furniture or similar items may be repaired or serviced. This definition shall not include any manufacturing operation or establishment used for the service or repair of vehicles.

Setback shall mean:

- i) With reference to a road or street, the least horizontal distance between the centre line of a street allowance specified in Section 3.29 and the nearest building line.
- ii) With reference to a water body, the distance between the high water mark, flood plain or any other approved water level and the nearest building line.

Shipping Container shall mean an article of transportation equipment, including one that is carried on a chassis, that is strong enough to be suitable for repeated use and is designed to facilitate the transportation of goods by one or more means of transportation and includes, but is not limited to, intermodal shipping containers, body of transport trailer or straight truck box, with or without wheels, but does not include a motor vehicle.

Shopping Centre shall mean a group of commercial and service uses designed, developed and managed as a unit or individual ownership, having the required loading spaces and off-street parking provided on site and which may include free standing or attached buildings.

Showroom shall mean a part of a building used for the display of samples, patterns or other goods and wherein orders are taken for merchandise for future delivery to its consumers.

Sight Triangle shall mean the triangular space formed by the street lines of a corner lot and a line drawn from a point in one street line to a point in the other street line, each such point being 6 m from the point of intersection of the street lines (measured along the street lines). Where the two street lines do not intersect at a point, the point of intersection of the street lines shall be deemed to be the intersection of the projection of the street lines or the intersection of the tangents to the street lines.

Sign shall mean any writing, letter work or numeral, any pictorial representation, illustration, drawing, image or decoration, any emblem, logo, symbol or trademark or any device with similar characteristics which:

- i) is a structure, or part of a structure, or which is attached thereto or mounted thereon; and
- ii) is used to advertise, inform, announce, claim, give publicity or attract attention.

Small Batch Brewery shall mean a place that offers an individual member of the general public the location, the material and the equipment with which to make beer or wine for that individual's own personal use.

Sod Farm shall mean a use of land for the purpose of eventual removal of such grasses and the soil that supports them for any retail or wholesale commercial purposes.

Solar Power Installations

- a) Accessory shall mean systems designed to capture the sun's energy and convert it to electricity. Such systems may be tied to the electrical grid, however they are clearly secondary and subordinate in nature to the main use on the property.
- b) Commercial shall mean systems designed to capture the sun's energy for the sole purpose of selling power back to the electrical grid. This definition does not include those installations which have received a Renewable Energy Approval.

Storey shall mean that portion of a building other than an attic, basement or cellar, between the surface of any floor and the surface of the floor, ceiling or roof next above it.

BY-LAW
2015-050

Structure shall mean anything constructed or erected, the use of which requires location on the ground or attached to something having location on the ground and, without limiting the generality of the foregoing, includes a trailer and a mobile home, but does not include fences or retaining walls.

Swimming Pool shall mean an artificially enclosed body of water, built either above or in the ground, intended for swimming or water-based recreation and shall include inflatable pools and hot tubs with a depth in excess of 0.61 metres.

Taxi Dispatch Establishment shall mean a building or part of a building used to dispatch taxi-cabs or limousines for service to the public and may include an ancillary office and vehicle storage yard.

Theatre shall mean a place where movies are screened and live theatrical performances or concerts are given on a stage before an audience, but shall not include a drive-in theatre.

Tourist Establishment shall mean a building designed for the accommodation of the traveling or vacationing public.

- i) **Cabin** shall mean an establishment designed to accommodate person(s) in a detached building.
- ii) **Hotel** shall mean an establishment containing five (5) or more guest rooms served by a common entrance. Accessory uses may include beverage rooms, dining rooms, meeting rooms and similar uses.
- iii) **Motel** shall mean a building or buildings designed or used for the accommodation of the travelling or vacationing public, containing therein five (5) or more guest rooms, each guest room having a separate entrance directly from outside and may include an accessory eating establishment, meeting rooms, ancillary retail or service commercial or recreational facilities provided for the conveniences of motel patrons, a pool, banquet rooms, public dining rooms and any premises licensed under the Liquor License Act, R.S.O. 1990, but shall not include hotels as herein defined.

Transfer Station shall mean a building, structure or enclosed or screened area where trucks or transports containing waste are temporarily stored, loaded or unloaded.

Transportation Depot shall mean an establishment where commercial vehicles are stored, repaired, washed, or maintained, including all administrative functions relating thereto, and may also mean an establishment for the distribution of goods or people in transit.

Transportation Terminal shall mean land, or a structure or a building where commercial vehicles are kept for hire, rental and/or lease, or stored and/or parked for remuneration and/or from which such vehicles are dispatched for hire as common carriers and where such land, structure or building may be used for the storage and/or distribution of goods, wares, and merchandise, but shall not include the storage and/or distribution of waste materials.

Use shall mean the purpose for which a lot or a building or a structure is designed, arranged, occupied or maintained.

Vehicle shall mean an automobile, boat, commercial vehicle, farm implement, motorcycle, recreational vehicle, snowmobile or trailer.

Veterinary Establishment shall mean a building or portion thereof used for a veterinary practice where domestic animals, or other livestock are kept for treatment, including surgery and where veterinary drugs and other related products including pet food and supplies may be dispensed or sold and where all functions take place within the building but shall not include a kennel or research facility.

Video Rental Outlet shall mean a building or part of a building wherein the primary use is the rental of movies and may include the rental of video games.

Warehouse shall mean a building or structure or portion thereof used or intended to be used for the bulk storage of goods, merchandise, or material.

Waste Disposal Site shall mean a site which is licensed or approved by the Ministry of the Environment and/or its agents where garbage, refuse, domestic or industrial waste, excluding radioactive or toxic chemical wastes is disposed of or dumped.

Water Access shall mean that any lot having a lot line or portion thereof which is also a shoreline, shall be deemed to have water access.

Water Body shall mean any bay, lake, river, natural watercourse and/or canal or channel but shall not include an irrigation or drainage channel.

Wayside Pit or Quarry shall mean a temporary open excavation, not located on a road right-of-way, made for the removal of any soil, earth, clay, marl, sand, gravel or unconsolidated rock or mineral, opened and used by a public road authority or their agent, solely for the purpose of a particular project or contract of road construction. This definition may include a portable asphalt plant, and associated washing or screening operations but shall not include:

- i) any excavation incidental to the erection of a building or structure for which a building permit has been issued; or
- ii) any excavation incidental to the construction of any public works.

Winery shall mean the use of lands, buildings or structures for the production of wine and wine related products. The winery may also include an accessory retail outlet, a warehouse outlet and warehouse.

Wind Turbine/Generating System

- a) Accessory shall mean a structure or structures which harness wind energy for the primary purpose of on-site consumption. Such structures can be tied into the electrical grid; however their primary purpose is to provide power to the buildings and uses located on-site.
- b) Commercial shall mean a structure or structures which harness wind energy for the sole purpose of selling it back to the electrical grid for off-site consumption. This definition does not include those installations which have received a Renewable Energy Approval.

Workshop shall mean land and/or a building or portion thereof used by a contractor, builder or tradesman to perform manufacturing, repair or assembly work or for the storage of equipment and materials used for off-site work and includes those operated by a carpenter, well driller, tile drainage installer, a locksmith, blacksmith, tinsmith, gunsmith, welder or persons involved in similar occupations.

Yard shall mean the area between the building and a lot line that, except for landscaping or accessory buildings and projections specifically permitted elsewhere in this By-law, is unobstructed above grade.

Yard, Exterior Side shall mean a side yard adjacent to a public street and future road allowance.

Yard, Front shall mean a yard extending across the full width of the lot between the front lot line and a line drawn parallel or concentric thereto and through the point of the a wall of a main building closest to the front lot line.

Yard, Interior Side shall mean a yard extending from the front yard to the rear yard between the side lot line and a line drawn parallel or concentric thereto and through the point of the a wall of a building closest to the side lot line.

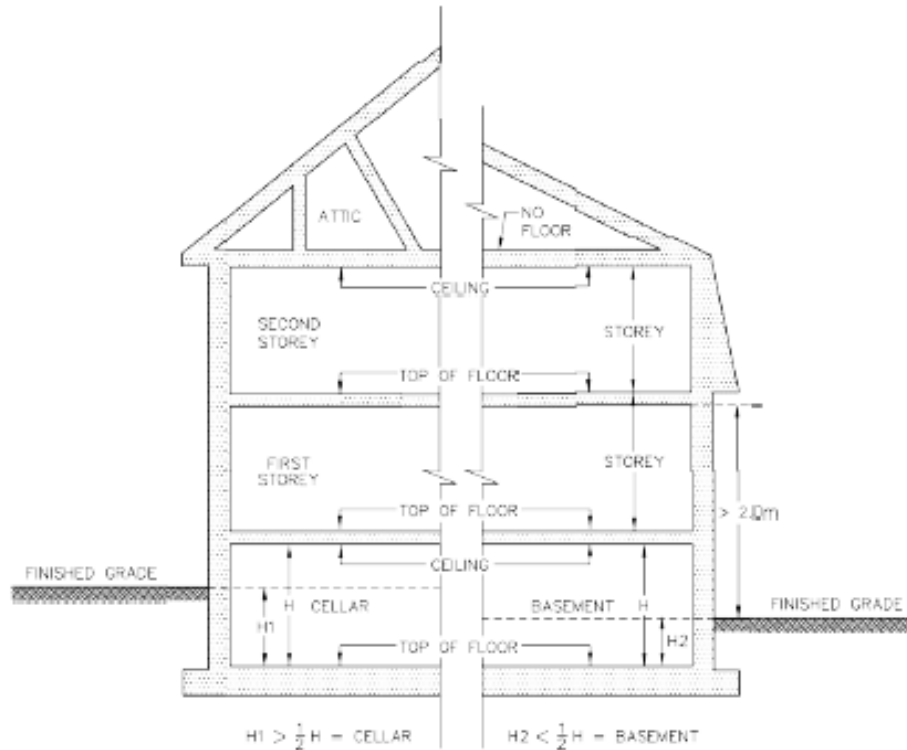
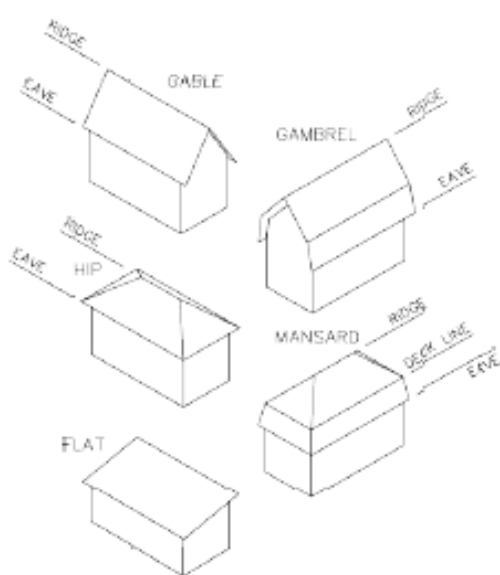
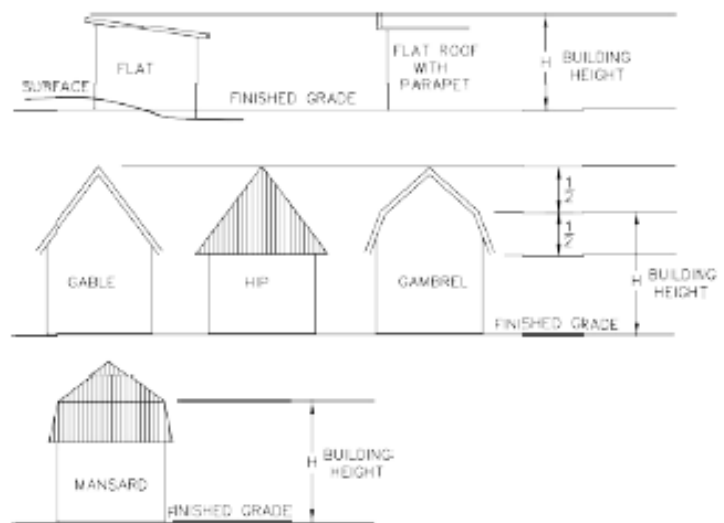
Yard, Rear shall mean a yard extending across the full width of the lot between the rear lot line and a line drawn parallel or concentric thereto and through the point of the a wall of a main building closest to the rear lot line.

Zone shall mean a designated area of land use demarcated on the Schedules attached hereto.

Zoning Administrator shall mean the officer or employee of the Corporation charged with the duty of enforcing the provisions of this By-law.

SECTION 2

DEFINITIONS

ILLUSTRATION OF
BUILDING DEFINITIONSILLUSTRATION OF
DEFINITION OF ATTIC, CELLAR AND BASEMENTILLUSTRATION OF
COMMON ROOF TYPESILLUSTRATION OF
HOW THE BUILDING HEIGHT IS ESTABLISHED
FOR COMMON ROOF TYPES

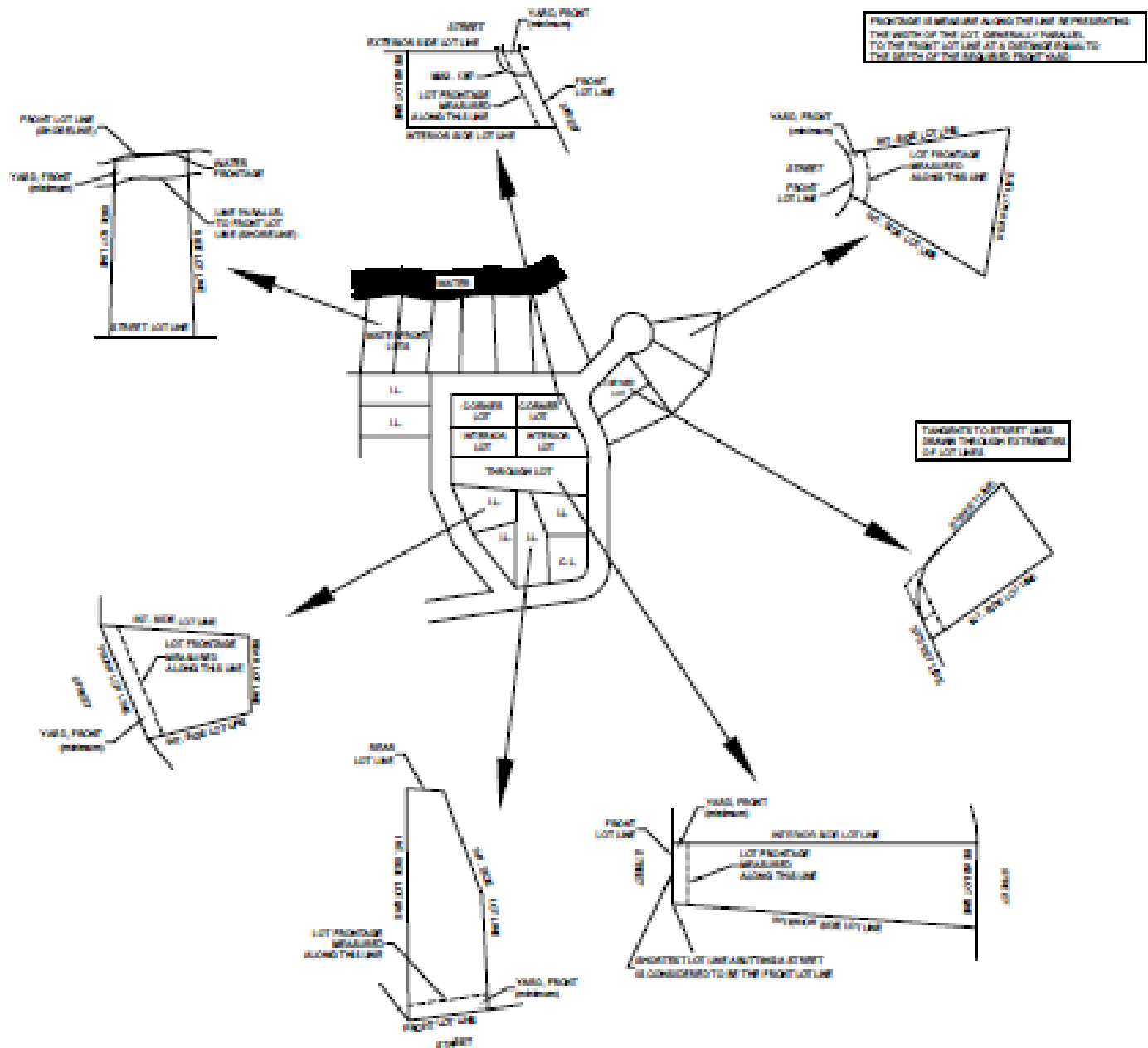
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SECTION 2

DEFINITIONS

ILLUSTRATION OF DIFFERENT LOT SHAPES AND FRONTAGES

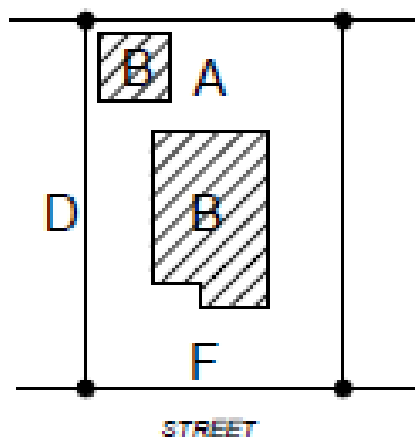
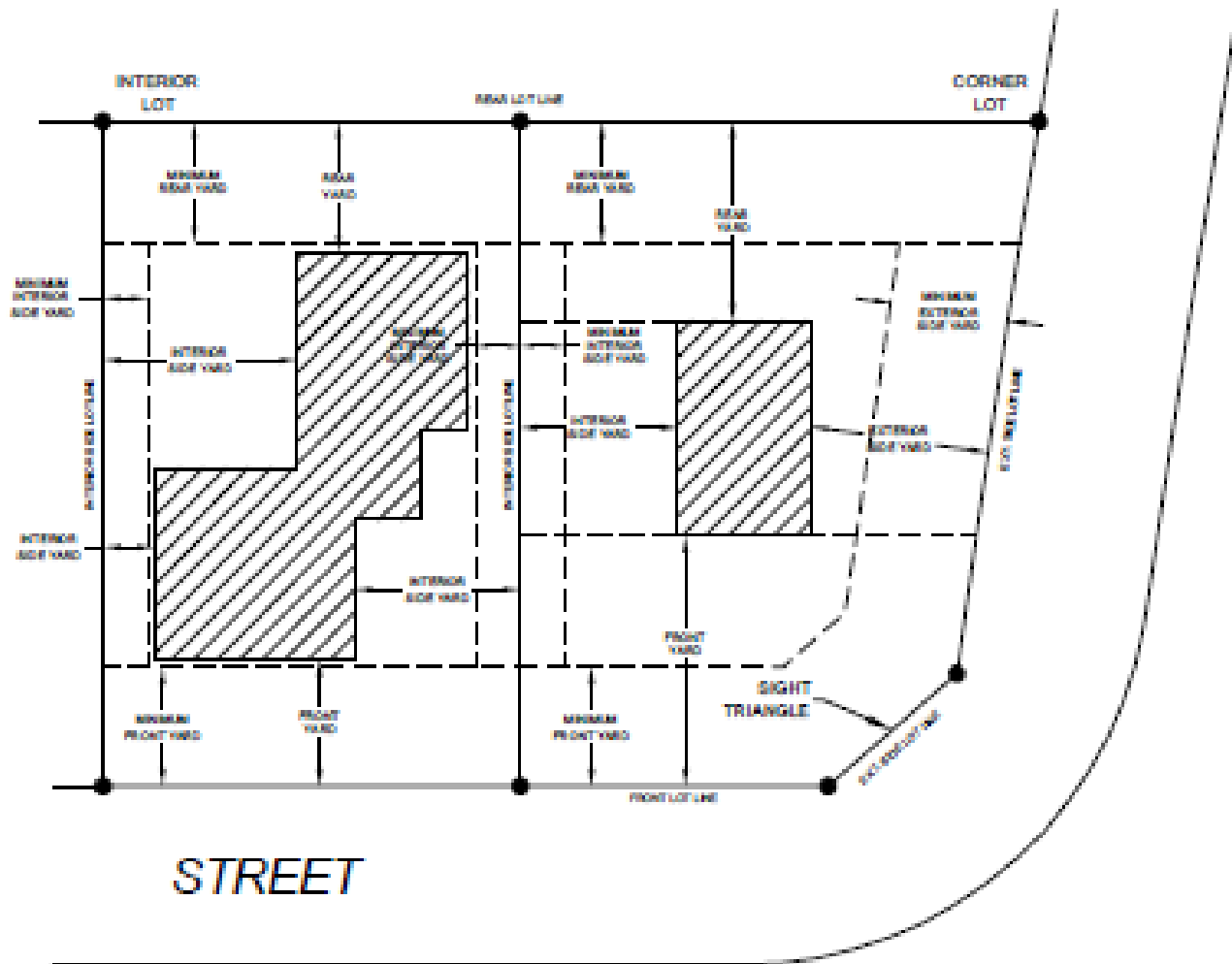


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LEGAL INTERPRETATION

SECTION 2

DEFINITIONS

ILLUSTRATION OF LOT YARDS, SETBACKS AND LOT COVERAGE



A TOTAL AREA OF LOT = $F \times D$

B FOOTPRINT AREA OF BUILDING(S) $(1 + 2 = B)$

LOT COVERAGE (%) = $\frac{B}{A} \times 100$

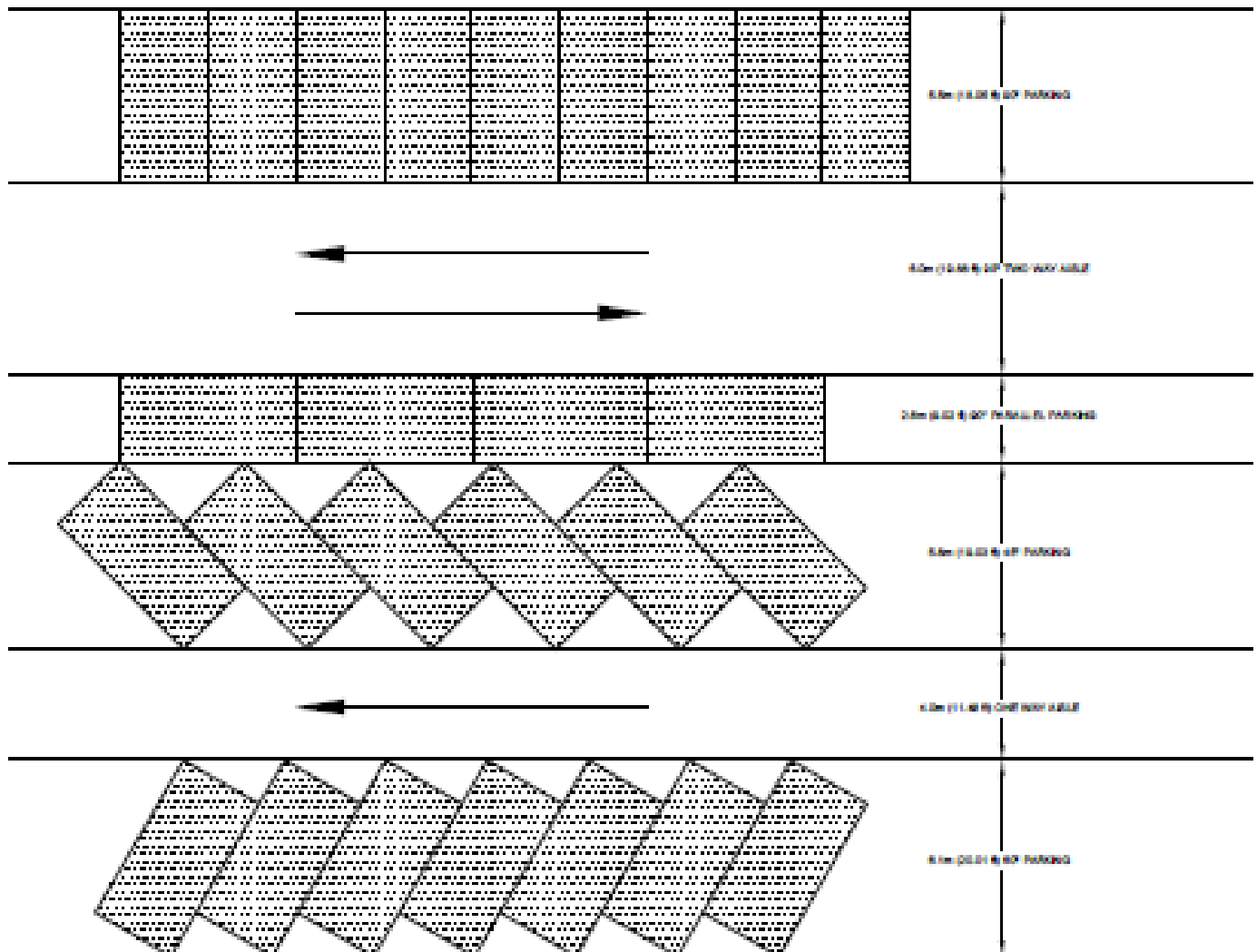
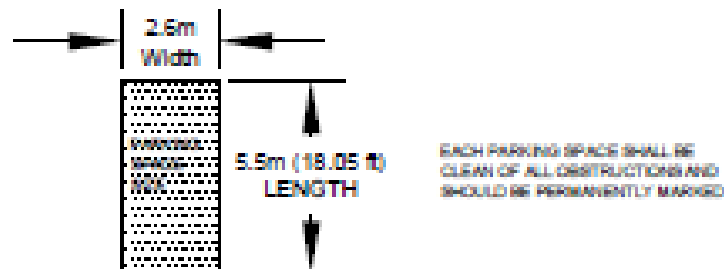
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SECTION 2

DEFINITIONS

ILLUSTRATION OF PARKING LAYOUT OPTIONS



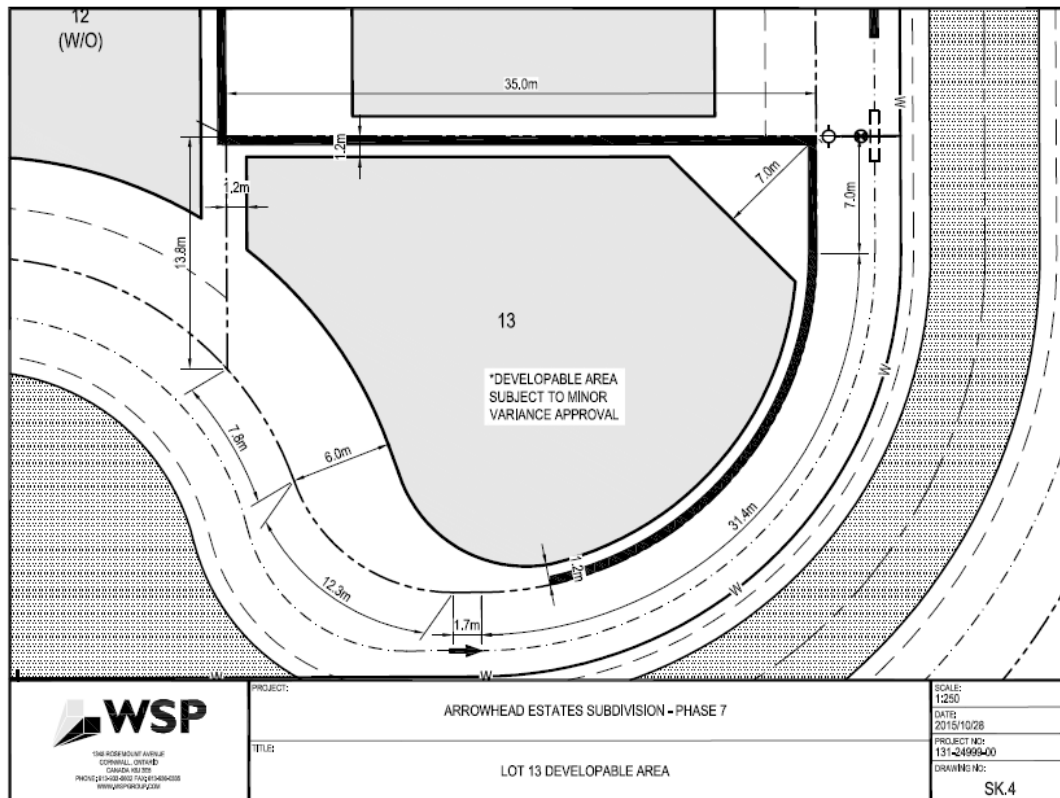
FOR ANGLE PARKING IT IS RECOMMENDED THAT REVERSE PARKING WITH REAR BUMPER TO THE CURB BE ENCOURAGED. THIS AVOIDS VEHICLES REVERSING INTO THE FLOW OF TRAFFIC WHEN LEAVING PARKING SPACES.

BARRIER FREE PARKING WILL HAVE A MINIMUM WIDTH OF 3.0m AND A MINIMUM WIDTH OF 2.5m

THESE ILLUSTRATIONS DO NOT FORM PART OF THIS BY-LAW
THEY ARE PROVIDED FOR CONVENIENCE ONLY. REFERENCE
TO THE PROVISIONS OF THE BY-LAW IS REQUIRED FOR

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SECTION 3: GENERAL PROVISIONS

3.1 Accessory Buildings, Structures and Uses

3.1.1 Where a lot is devoted to a permitted use, customary accessory uses and structures are authorized except:

- (a) All accessory uses, buildings and structures to a permitted principle use shall be located on the same lot and in the same zone as the principle use;
- (b) The use of any accessory building for human habitation is not permitted except where specifically listed as a permitted use;
- (c) No accessory use shall be erected closer to a ~~front lot line or the exterior side lot line, or a rear lot line~~ adjacent to a street than the minimum front yard setback required for the main building. Notwithstanding the provisions of this By-Law to the contrary, an accessory building or structure to be used for security purposes for Cannabis Production and Processing may be located within a required front yard setback for the main building, subject to approval from the Township;
- (d) No accessory building shall be erected closer than 1.2 metres to any interior side lot line or rear lot line;
- (e) No accessory building or structure shall be erected prior to the erection of the main building;
- (f) In any Residential Zone accessory uses, excluding open swimming pools, shall not cover more than 10% of the lot area. For the purposes of this By-Law, a *Dwelling, Secondary Unit (Detached)* and *Garden Suite* shall be included in the calculation of accessory lot coverage, and;
- (g) Notwithstanding the provisions of this by-law to the contrary, where an accessory building is located within a required yard for the main use and it is adjacent to the St. Lawrence River or Hoople Bay, the maximum building height shall be 3 metres.

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2018-079

3.1.2 Private swimming pools, both above ground and in-ground both open and covered, shall be permitted subject to the By-laws of the Corporation regarding swimming pools and the following requirements:

- (a) Open Pools
 - (i) Open Pools shall not be constructed closer than 2.0 metres (6.56 ft.) to any lot line measured to the edge of water. Associated aprons, platforms shall be permitted in accordance with subsection 3.25.

- (ii) No part of an Open Pool including an associated apron or platform shall be constructed closer to a street line than the requirements for a main building in the zone within which it is located.

(b) Covered Pools

- (i) Covered pools not attached to main building shall conform with the accessory building requirements contained in subsection 3.1.1.

3.1.3 An outdoor furnace shall be permitted as an accessory use provided:

- (a) It is located in a Rural Zone or Agricultural Zone;
- (b) The outdoor furnace shall comply with the zoning standards for the main building from any property line and be a minimum of one hundred meters (100 m) from any dwelling on an adjacent lot or 15 m from any building on the same property; and
- (c) Not more than one outdoor furnace shall be permitted on a lot, except where it serves a permitted accessory dwelling or an agricultural building on lands used primarily for agricultural purposes.

3.1.4 Accessory solar power installations may be installed in any zone, subject to the following provisions:

- (a) Freestanding accessory structures shall not be located in the front yard.

3.1.5 Wind Turbines structures which harness wind energy for the primary purpose of on-site consumption may only be erected in Rural Zones, subject to the following provisions:

- (a) Such structures are restricted to a maximum height of 17 m; and
- (b) Such structures are setback from the lot line by the maximum height of the structure (i.e. to the tip of the blade).

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3.1.6 Docks

Notwithstanding any other provisions contained in this By-law, docks shall be permitted on lands adjacent to a water body or adjacent to a waterbody and Ontario Power Generation lands, subject to the following provisions:

- (a) Docks may be located in the front yard, side yard or rear yard where a lot abuts a navigable waterway, provided that the approval of any governmental authority having jurisdiction has been obtained;
- (b) A minimum of 4.5 metres setback is maintained from the nearest adjacent lot line;
- (c) Docks shall not encroach on adjacent frontage when lot boundaries are extended into the water.

3.2 Automobile Service Station, Automobile Repair Garage, Gasoline Bar, Car Washing Establishment

Notwithstanding any other provisions contained in this By-law, for all zones within which an automobile service station, automobile repair garage, gasoline bar, and/or car washing establishment is permitted the following shall apply:

- (a) the minimum distance of any building or structure (other than a sign or a pump) from any street line shall be 9 metres and 3 metres from any other lot line;
- (b) the minimum distance between the pump island, pumps and their related overhead canopies and any lot line shall be 8 metres from the rear or side (exterior or interior) lot line and 6 metres from any front lot line with the exception of front lot lines adjacent to a Provincial highway where the minimum distance shall be 8 metres;
- (c) the minimum distance of any advertising sign from any street line shall be 5 metres and 3 metres from any other lot line;
- (d) the width of any entrance or exit or combined entrance or exit measured at the front lot line or exterior side lot line shall not be greater than 10 metres and there shall not be more than two accesses from any one street which adjoins the lot;
- (e) the minimum distance between any entrance, or exit, and street intersection shall be 12 metres and the minimum distance between accesses shall be 9 metres;
- (f) where the lot is a corner lot, no portion of any gasoline pump island shall be located closer than 6 metres to a corner lot sight triangle;
- (g) a strip of landscaped open space, a minimum of 2 metres wide shall be provided along any lot line abutting a street, and such landscaped open space shall be continuous, except for accesses, to the lot; and
- (h) where a car washing establishment abuts a residential zone, the following requirements will apply:
 - (i) notwithstanding any other requirement of this By-law for a lot abutting lands zoned for residential use, a car washing establishment shall not be permitted on any lot having a lot area of less than 3000 m² and shall be located on such lot no closer than 20 metres to any lot line abutting such residential zone;
 - (ii) no washing or drying operations will be permitted except within the building designed for the purpose of the car washing establishment;

- (iii) the building shall be so designed that vehicles will egress from the building after washing and drying operations by means of a door located in the wall of the building which is furthest removed from any lot line(s) of abutting lands zoned for a residential use; and
- (iv) any portion of the lot which is situated 6 metres or less from the lot line(s) which abut lands zoned for residential use shall be used for no other purpose than landscaping, including the planting of trees and shrubs and the erection and maintenance of screening, walls and fences.

3.3 Bed and Breakfast Establishments

The following provisions shall apply to bed and breakfast establishments:

- (a) A bed and breakfast establishment shall only be permitted in an owner occupied single detached dwelling and shall be limited to a maximum of four (4) guest rooms per establishment;
- (b) A bed and breakfast establishment shall not be established or operated in an accessory building;
- (c) One (1) parking space shall be provided per guest room in addition to a minimum of one (1) space for the existing dwelling;
- (d) A bed and breakfast establishment shall not be a nuisance with regards to noise, traffic, parking and visual character. The Bed and Breakfast Establishment shall not change the residential character of the dwelling and no exterior alterations shall be made to the dwelling which are not customarily found on a dwelling. Expansions of the dwelling shall not exceed twenty percent (20%) of the original dwelling size; and
- (e) A bed and breakfast establishment may have a sign no more than 0.5 m² in area and shall be located no closer than 5 m to any lot line.

3.4 Buildings to be Moved

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No building or structure not including trailers intended for use on a highway, shall be moved within the limits of the Corporation or shall be moved from outside the Corporation into the Corporation unless the building or structure is a permitted use and satisfies all the requirements of the zone in which it is to be located and then only after a ~~permit~~ all applicable permits has been obtained from the Chief Building Official and any other approval authority (i.e., Ministry of Transportation, United Counties of Stormont, Dundas and Glengarry, etc).

3.5 Cumulative Standards

Where a building, structure or lot accommodates more than one use, the requirements of this By-law with respect to lot area, loading spaces and parking spaces shall be the sum of the requirements of the separate uses thereof.

3.6 Established Building Line

Notwithstanding the yard and setback provisions of this By-law to the contrary, where a permitted building is to be erected on a lot where there is an established building line, such permitted building may be erected closer to the street line or the centreline of the street than required by this By-law, provided such permitted building is not erected closer to the street line or centreline of the street, as the case may be, than the established building line on the date of passing of this By-law.

3.7 Frontage on a Public Street

No building or structure shall be erected in any zone unless the lot on which such building or structure is located has frontage on and direct access to an improved street, unless the lot on which such building or structure is to be located was in existence on the date of passing of this By-law and has access to an improved street by a private right-of-way. This provision shall not apply to a lot on a registered plan of subdivision where an agreement between the owner and the Corporation which includes provisions for the construction and maintenance of the streets is registered in the Registry Office or Land

Titles Offices, or a lot subject to a Condominium Agreement or a Common Elements Agreement, approved by Council

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3.8 Garden Suites and Secondary Units

Notwithstanding the provisions of this By-Law to the contrary, all *Garden Suites and Dwelling, Secondary Units* shall comply with the following provisions:

- a) No *Garden Suite or Dwelling, Secondary Unit* shall be established on a lot until the eligible principle dwelling has been established. For the purpose of this Section, eligible principle dwellings include:
 - i. *Dwelling, Single Detached;*
 - ii. *Dwelling, Duplex;*
 - iii. *Dwelling, Semi-Detached;*
 - iv. *Dwelling, Townhouse;*
 - v. *Dwelling, Street Townhouse.*
- b) For a lot containing a *Dwelling, Single Detached, Dwelling, Semi-Detached or Dwelling, Townhouse or Street Townhouse*, a maximum of one (1) *Garden Suite or Dwelling, Secondary Unit* is permitted per eligible principal dwelling/dwelling

unit. For a *Dwelling, Duplex*, a maximum of one (1) *Garden Suite* or *Dwelling, Secondary Unit* is permitted per lot.

c) A *Garden Suite* or *Dwelling, Secondary Unit* shall not be severed from a lot containing the eligible principle dwelling.

d) A *Garden Suite* or *Dwelling, Secondary Unit* must contain adequate kitchen, washroom and sleeping accommodation/facilities independent from the eligible principal dwelling.

e) A *Garden Suite* or *Dwelling, Secondary Unit* shall only be permitted where adequate servicing exists or can be made available to accommodate the use, to the satisfaction of the Township. Furthermore, the *Garden Suite* or *Dwelling, Secondary Unit* must be serviced via accessory connection to at least one (1) of the existing services in place for the eligible principal dwelling.

f) A *Dwelling, Secondary Unit (Detached)* shall not be permitted on an undersized lot.

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g) The minimum gross floor area for a *Garden Suite* or *Dwelling, Secondary Unit (Detached)* shall be 45 m² (484.38 ft²).

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h) The maximum gross floor area for a *Garden Suite* or *Dwelling, Secondary Unit (Detached)* shall be limited in accordance with the accessory lot coverage calculation outlined in Section 3.1.1(f). Notwithstanding this, no *Garden Suite* or *Dwelling, Secondary Unit (Detached)* shall have a gross floor area larger than 95 m² (1,022.57 ft²).

i) Parking to accommodate a *Garden Suite* or *Dwelling, Secondary Unit* shall be provided in accordance with Section 3.23, and must share the same entrance and parking area provided for the eligible principal dwelling unit. Notwithstanding this, for a *Garden Suite* or *Dwelling, Secondary Unit* located on a corner lot, a separate entrance and parking area may only be permitted where it would not result in more than one (1) entrance to the respective yard and would not adversely impact local infrastructure or adjacent properties, as determined by the Township in its sole discretion.

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j) A secondary Unit (Attached) shall be accessed via a private entrance from outside the building or from a common vestibule inside the building. The creation of a *Dwelling, Secondary Unit (Attached)* must not result in any new exterior doorway entrance added to the front wall of the eligible principle dwelling, whether before, during or after the creation of the *Dwelling, Secondary Unit (Attached)*.

k) A *Garden Suite* or *Dwelling, Secondary Unit (Detached)* shall not be permitted on a lot where it would be ancillary to an interior (middle) dwelling unit that is part of a *Dwelling, Townhouse* or *Dwelling, Street Townhouse*.

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- l) ~~A Garden Suite or Dwelling, Secondary Unit (Detached) shall be limited to one (1) storey and be no more than 4.5 metres (14.76 feet) in height.~~

In all residential zones, a Garden Suite or Dwelling, Secondary Unit (detached) shall be limited to one (1) story and be no more than 4.5 metres (14.76 feet) in height. In the Agricultural (A) and Rural (RU) zones, a Garden Suite or Dwelling, Secondary Unit (detached) shall be limited to two (2) stories, and may be constructed to a height of 6.1 metres (20 feet), subject to compliance with the siting provisions of Section 3.8(m) and the respective zone.

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- m) Siting for a *Garden Suite or Dwelling, Secondary Unit (Detached)* shall be in accordance with the standards applicable for accessory buildings in the respective zone. ~~Notwithstanding this,~~ Where the wall of a *Garden Suite or Dwelling, Secondary Unit (Detached)* constructed within the minimum rear yard setback for a main use contains one (1) or more windows and/or entrance(s), the minimum setback from the lot line adjacent to the window(s) and/or entrance(s) shall be 4 metres (13.12 feet).

- n) *A Garden Suite or Dwelling, Secondary Unit (Detached)* shall be located no closer than 3 metres (9.84 feet) to the principal dwelling unit.

- o) *All Garden Suites* shall be established as a temporary use pursuant to Section 39 of the Planning Act.

3.9 Home-Based Business

Home-Based Businesses shall be permitted accessory to any residential use in accordance with the following provisions:

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- (a) The business is conducted by the permanent residents of the dwelling;
- (b) The total amount of floor area used and devoted for the home-based business shall not exceed 25% or 40m² of the floor area of the dwelling, whichever is lesser;
- (c) There shall be no external display or advertising of the ~~home occupation~~ *home based-business*, with the exception of a small unlit facial sign, not to exceed 0.5 m²;
- (d) Where instruction is carried on, no more than six (6) pupils are in attendance at one time;
- (e) The activity shall not create or become a nuisance, in regard to noise, odour, vibration, traffic or parking;
- (f) No mechanical or electrical equipment shall be used except that reasonably consistent with the use of a dwelling;
- (g) No open storage of materials shall be permitted;

- (h) No storage of hazardous materials such as paints or other flammable corrosive or explosive substance shall be permitted except that reasonably consistent with the use of a dwelling;
- (i) Not more than two (2) motor vehicles used for commercial purposes are kept on the premises but no such vehicle, in whole or in part, shall be located on any public road allowance;
- (j) The only retail sales permitted shall be for those products substantially made on site or which are accessory and essential to the business. Retail sales shall not occupy more than 10m² of the maximum 40m²;
- (k) No more than two (2) people, other than the permanent residents of the dwelling, shall be ~~engaged~~ employed in the business; and
- (l) Off-street parking shall be located on the same lot and shall conform to the minimum standards required for uses in the zone. An additional parking space shall be provided for each non-resident employee.

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3.10 Home Industry

A Home Industry shall be in accordance with the following provisions:

- (a) No more than 25% of the ~~gross~~ floor area of the residential dwelling unit, or 40 m² whichever is the lesser, shall be used for the purpose of a Home Industry;
- (b) No more than 75 m² when located in an accessory building;
- (c) Open storage may be permitted provided that it be for the materials required for the purposes of the Home Industry and that such storage is a minimum of 15 metres from any lot line and a minimum of 45 metres from a dwelling located on another lot and that no more than 40 m² of lot area is used for the open storage;
- (d) The activity shall not create or become a nuisance in regard to noise, odour, vibration, traffic or parking;
- (e) The only retail sales allowed shall be for those products substantially produced or made on site or which are accessory and essential to the business. Retail sales and related storage areas shall not occupy more than 10 m² of the maximum 40 m² of a residential dwelling unit or 75 m² of an accessory building;
- (f) There shall be no more than two (2) commercial vehicles parked at any one time on the property;
- (g) There shall be no external display or advertising of the home industry, with the exception of a small unlit facial sign, not to exceed 1 m²;

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- (h) No more than two (2) people, other than the permanent residents of the dwelling, shall be engaged ~~employed~~ in the business; and
- (i) Off street parking shall be located on the same lot and shall conform to the minimum standards required for the uses in the zone. An additional parking space shall be provided for each non-resident employee.

3.11 Illumination

Illumination of buildings and grounds shall be permitted provided that:

- (a) Illumination shall be directed downwards, not cause direct or indirect glare on a street that may interfere with traffic or pedestrian safety;
- (b) Illumination shall not consist of a colour or be so designed or located that it may be confused with traffic signal; and
- (c) Illumination shall not cause direct or indirect glare on land or buildings in a residential zone.

3.12 Intensive Livestock Operations

(a) General

Notwithstanding any provisions of this By-law to the contrary, the establishment of a new Intensive Livestock Operation or the expansion of an existing Intensive Livestock Operation in an Agricultural (A) Zone may be permitted subject to the following:

- (i) that the operation, including the manure storage and livestock facilities, shall conform with the Minimum Distance Separation II (MDS II); and
- (ii) that the said facilities are constructed in accordance with an approved Nutrient Management Plan.

(b) Nutrient Management Plan

No intensive livestock operation or associated manure storage facility shall be established or enlarged until a Nutrient Management Plan is completed to the satisfaction of the appropriate Provincial ministry and the Corporation.

3.13 Landscaping, Screening and Fencing Requirements

As per Municipal Property Standards and Fencing By-laws, as amended.

3.14 Loading Requirements

For every building or structure hereafter erected for a commercial or industrial use, involving the shipping, loading or unloading of persons, animals, wares, merchandise, goods or raw materials, there shall be provided and maintained on the lot occupied by the building or structure loading facilities or spaces in accordance with the following requirements:

- (a) Each loading space shall have a minimum vertical clearance of 4.5 metres and shall be at least 3.5 metres wide by 14 metres long;
- (b) The required loading spaces shall be provided on the lot occupied by the building or structure for which the spaces are required and such spaces shall not form part of any street or required parking area, and shall not be located within a required front yard or exterior side yard;
- (c) Access to loading spaces shall be by means of a lane at least 3.5 metres wide for one way traffic and 6 metres wide for two way traffic and located on the same lot. Access to loading spaces shall not pass through a Residential Zone;
- (d) The number of required loading spaces shall be based on net floor area of the building or structure as follows:

(i) Commercial

Net Floor Area

Less than 200 m²

Over 200 m²

Spaces Required

None

1 per 2000 m² or part thereof

(ii) Industrial

Net Floor Area

less than 200 m²

200 - 500 m²

500 -2000 m²

Over 2000 m²

Spaces Required

0

1

2

3

- (e) The loading space requirements stated in (d) shall not apply to buildings or structures in existence as of the date of passing of this By-law so long as the floor area, as it existed at such date, is not increased. If an addition is made to the building or structure which increases the floor area, then additional loading spaces shall be provided as required above for such addition.

3.15 Lots Containing More Than One Use

Where a lot contains or is proposed to contain more than one use, each use shall conform to the provisions of this By-law for the Zone where such use is located.

3.16 Lots Divided Into More Than One Zone

Where a lot is divided into more than one zone, each such portion of the lot shall be used in accordance with the provisions of this By-law for the Zone where such portion of the lot is located. Each such portion of the lot shall be considered a separate lot for the purpose of determining zone requirements. This provision shall not be used to allow more than one dwelling on a lot.

Notwithstanding the foregoing, for lots which are partially in a holding zone, or Provincially Significant Wetland Zone, ANSI Zone or Flood Plain Zone, the entire lot shall be used to determine zone requirements such as area, frontage, coverage and setbacks.

3.17 Minimum Distance Separation Formulas

- (a) Notwithstanding any other provisions contained in this By-law to the contrary, no new residential, commercial, institutional or industrial use, located on a separate lot and permitted by its zoning, shall be erected or altered unless it complies with the Minimum Distance Separation I (MDS I) Formula, as amended from time to time. However, in the event of a conflict between the calculated MDS I setback distance and any other established setback contained herein, the most restrictive setback shall apply. The above provision shall not apply to those lots legally existing as of the date of passing of this By-law; and
- (b) Notwithstanding any other yard or setback provision of this By-law to the contrary, no livestock facility nor associated manure storage facility shall be erected or expanded unless it complies with the Minimum Distance Separation II (MDS II) Formula, as amended from time to time. However, in the event of a conflict between the calculated MDS II setback distance and any other established setback contained herein, the most restrictive setback shall apply; and
- (c) Where an existing building does not conform to the Minimum Distance Separation requirements, the above provisions shall not apply in cases of rebuilding after a fire or damage through causes beyond human control, provided that the rebuilding does not further diminish the existing separation.

3.18 Non-Conforming and Non-Complying Uses

- (a) Continuance of Existing Uses

Nothing in this By-law shall apply to prevent the use of any land, building or structure for any purpose prohibited by the By-law if such land, building or structure was lawfully used

for such purpose on the day of the passing of the By-law so long as it continues to be used for that purpose.

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(b) ~~Less than Minimum Yard Requirements~~ Alterations to Non-Conforming Use, Building or Structure

Where a building or structure is non-conforming, the building or structure may not be enlarged except by permission granted by the Committee of Adjustment or by amendment to this By-law.

(c) Prior Building Permits

Nothing in this By-law shall prevent the erection or use of any building or structure for which a building permit has been issued under the Building Code Act prior to the passing of this By-law, so long as the building or structure when erected is used and continues to be used for the purpose for which it was erected and provided the permit has not been revoked under the Building Code Act.

(d) Road Widenings

Nothing in this By-law shall prevent the use of any land, building or structure or the erection of any building or structure on a lot which does not conform to the minimum lot frontage and/or lot area and/or front yard setback and/or setback from road allowance and in the case of a corner lot, the exterior side yard setback, as a result of a road widening taken by the Corporation, the Counties of Stormont, Dundas and Glengarry, or the Ministry of Transportation of Ontario, provided all other requirements of this By-law are complied with.

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(e) ~~Repair~~ Strengthening of Existing Buildings or Structures

Nothing in this By-law shall prevent the strengthening to a safe condition of any legal non-conforming building or structure or portion thereof, provided that the alteration or repair does not increase the height, areas or volume and the use of such building or structure is not changed, unless changed to a permitted use.

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(f) Rebuilding or Repair of Existing Buildings or Structures

Nothing in this By-law shall prevent the rebuilding or repair of a legal non-conforming building or structure that is damaged by involuntary means subsequent to the date of passing of this By-law, provided that:

- (i) the external dimensions of the original building or structure are not increased and that the use of such building or structure is not altered;
- (ii) its relationship to site boundaries or high water mark is not altered;
- (iii) reconstruction or restoration is commenced within twelve (12) months of the date on which the damage took place; and
- (iv) a non-conforming building located in a flood plain area may be reconstructed in accordance with the floodproofing or other requirements of the South

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Nation Conservation, Raisin Region Conservation Authority or the Ministry of Natural Resources.

(g) Alterations to Non-Complying Buildings and Structures

Nothing in this By-law shall prevent the renovation, addition or repair of an existing legal non-complying building or structure provided that the lot can be adequately serviced.

Such renovation, addition or repair shall not:

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- (i) increase the portion of lot coverage if such lot coverage exceeds the applicable maximum permitted herein;
- (ii) further reduce the size (i.e., distance) of any part of any yard adjoining that portion of such building or structure which is less than the applicable minimum required yard required herein;
- (iii) further reduce the setbacks from a water body;
- (iv) further reduce the distance between any two (2) buildings if such distance is less than the applicable minimum setback required herein;
- (v) increase the height of such building or structure if such dimension exceeds the applicable maximum building height permitted herein;
- (vi) further reduce the dwelling unit area of any dwelling unit if it is less than the applicable minimum dwelling unit area required herein;
- (vii) further reduce the portion of the lot used for landscaping purposes if such portion is less than the applicable minimum landscaping area required herein;
or
- (viii) contravene any other zone provisions.

(h) Existing Undersized Lots

Notwithstanding anything else contained in this By-law, where a lot having a lesser frontage and/or area than is required by this By-law is held under distinct and separate ownership from adjoining lots, according to the registrar for land in the Land Titles, or Registry Office, on the date of the passing of this By-law, it may be used for a purpose permitted in the zone in which the said lot is located, provided that it can be adequately serviced and all other applicable provisions in this By-law are complied with. In the zones where there are more than one set of zone requirements (i.e. Agricultural and Rural) these provisions shall apply only to the applicable set of zone requirements.

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(i) Accessory Buildings

Nothing in this By-law shall prevent the erection of a building accessory to a non-conforming use provided that such accessory building conforms with all relevant provisions of this By-law.

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(j) ~~Less than Required Floor Area~~

~~Nothing in this By-law shall prevent the enlargement of a permitted non-complying dwelling which has a floor area or dwelling unit area less than that required by this By-law, provided such extension or addition does not contravene any other provision of this By-law.~~

(j) Change of Use

The use of any lot, building or structure which is not permitted in the zone in which it is located, shall not be changed except to a use which is listed as a permitted use in such zone or to a use which is authorized by the Committee of Adjustment pursuant to its powers under the Planning Act

3.19 Occupancy Restrictions

- (a) Human habitation shall not be permitted in any of the following buildings, structures or parts thereof:
 - (i) accessory use, or marine facility, except a permitted sleeping cabin;
 - (ii) any truck, bus or similar vehicle, recreational vehicle if located outside of a Tent and Trailer Park or Camping Area, coach, trailer, streetcar body or railway car whether or not the same is mounted on wheels; or
 - (iii) any mobile home located outside of a Mobile Home Park unless it has been approved under Section 3.18 or Section 3.19(b) of this By-law.
- (b) A mobile home shall be permitted as a temporary residence for a period not exceeding twelve (12) months during the reconstruction of a conventional dwelling lost or damaged through causes beyond human control. Temporary accommodation will only be permitted in the case when an existing dwelling is damaged to the extent that it becomes uninhabitable and for the time period while reconstruction or new construction is in progress provided that reconstruction is commenced within 1 year of when the damage took place. Temporary construction facilities and/or accommodations shall comply with the provisions of the zone and be removed within thirty (30) days of occupancy of the reconstructed dwelling

3.20 Open Storage, Sales and Display

No person shall use any lot or part thereof for open storage, sales or display except as permitted by this By-law and as an area which has been specifically designed and set for such purpose, is fully integrated with the main use of the lot and is in accordance with the following:

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- (a) open storage shall be permitted in the CH, CT, CR, MM, MH, MR, MXP, MXQ, SY, and WM zones;
- (b) open storage shall not be permitted within any required front yard and no closer than 3 metres to any side or rear lot line;

- (c) where open storage areas abut a Residential Zone, the required setback of the open storage area shall be increased by 6 metres and must also be visually screened from any residential zone;
- (d) any areas used for open storage shall be in addition to any minimum off-street parking or loading areas required by this By-law; and
- (e) open storage shall not exceed a maximum height of 3 metres.

3.21 Organics Soils

Lands identified in the United Counties of Stormont, Dundas and Glengarry Official Plan on the Constraints Plan (B4) as Environmental Protection Lands (Constraints Overlay) - Organic Soils are subject to the following:

Development may be permitted in exceptional circumstances only where the Corporation receives a study that demonstrates that the hazard can be overcome using acceptable engineering techniques and where safe access can be provided.

3.22 Outdoor Commercial Patios

- (a) No outdoor commercial patio shall be located closer than 1.5 metres to any portion of a travelled street unless under an encroachment agreement;
- (b) No outdoor commercial patio shall be permitted to encroach upon any required parking space, loading zone or driving aisle, unless under an encroachment agreement;
- (c) No outdoor commercial patio shall be established in a yard which abuts lands zoned other than commercial or industrial; and
- (d) No part of a outdoor commercial patio shall be permitted on a sight triangle as defined in this By-law.

3.23 Parking and Storage of Vehicles

All parking spaces shall be usable in all seasons. The driveway and parking spaces shall be constructed of crushed stone, asphalt paving, concrete, paver stones, or similar materials and shall be maintained and treated so as to reduce dust, scattering of stones and similar undesirable effects on adjoining properties and shall incorporate drainage facilities that comply with the requirements of the Corporation.

(a) Residential Zones

- (i) Except as provided herein, no vehicles shall be parked or stored in a Residential Zone unless the vehicle is located within a garage, carport,

driveway, designed parking area or on a street as permitted by Municipal By-law;

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- (ii) No Residential Zone shall be used for the outdoor parking or storage of a ~~motor~~ vehicle unless such vehicle is used in operations incidental to the residential use of the lot on which it is parked or stored and bears a ~~motor~~ vehicle license plate or sticker which is currently within a year of latest validation date; and

- (iii) Parking spaces for Single Detached, Semi-Detached, Duplex and in Residential Zones; Supplementary regulations:

- No more than fifty (50%) percent of the area of any required front yard shall be used or constructed as a driveway or parking space;
- No more than fifty (50%) percent of the lot frontage as defined by this By-law shall be used or constructed as a driveway or parking space;

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- (iv) Each required parking space shall be accessible at all times for parking a vehicle without the necessity of moving any other vehicle, except in any part of a driveway accessory to a Single Detached, Semi-Detached, Duplex, or Townhouse Dwelling, or private detached garage.

(b) Parking Space Dimensions

BY-LAW
2017-068

Each parking space, except for barrier free parking spaces, shall have a minimum width of ~~2.6~~ 2.75 metres and a minimum length of 5.5 metres. ~~Where parking spaces having access to a street that provide for the exclusive use of single detached, semi-detached or townhouse dwellings, every parking space shall be provided with unobstructed access to a street by a driveway, or aisle.~~

BY-LAW
2019-095

(c) Barrier Free Parking

Each barrier free parking space shall have a minimum width of 3.66 metres and a minimum length of 5.5 metres with a ~~6-6.7~~ metre aisle.

BY-LAW
2017-068

Every owner and/or operator of a public or private parking area on lands zoned Commercial, Industrial and Institutional shall provide not less than 2% of the total number of parking spaces for barrier free parking with a minimum of one space. ~~Where the minimum barrier free parking requirements conflict with the Integrated Accessibility Standards under Accessibility for Ontarians with Disabilities Act, 2005, the higher requirement shall apply.~~

(d) Cumulative Standards

Unless permitted elsewhere in this By-law, where two or more uses are permitted in any one building or on any one lot, then the off-street parking requirements for each use shall be calculated as if each use is a separate use, and the total number of off-street parking spaces so calculated shall be provided, except in the case of a shopping centre.

(e) Addition to Existing Use

The parking space requirements shall not apply to any building in existence at the date of passing of this By-law so long as the gross floor area, as it existed at such date, is not increased and no change in use occurs. If an addition is made to the building or structure which increases the gross floor area, or a change in use occurs then parking spaces for the addition or area changed in use shall be provided.

(f) Access to Parking Spaces and Parking Areas

Parking Area for more than four vehicles; Supplementary regulations:

BY-LAW
2017-068

- (i) Ingress and egress directly to and from every parking space shall be by means of a driveway, lane or aisle having a width of at least 6.7 metres for two-way traffic.
- (ii) A driveway or lane which does not provide ingress and egress directly to a parking space, shall have a minimum width of 4 metres where designed for one-way vehicular circulation or 6 metres where designed for two-way vehicular circulation.

(g) Location

Except where permitted elsewhere in this By-law the required parking in a Residential Zone shall be provided on the same lot as the dwelling unit. In all other zones, parking shall be provided within 90 metres of the building it is intended to serve and no part of any parking area required for use other than Residential shall be permitted in a Residential Zone. Where required parking is not provided on the same lot, the lot or part of the lot where the parking is located shall be in the same ownership or be leased by a long term renewable agreement and the parking spaces shall be retained for the duration of the use.

BY-LAW
2017-068

(h) Accessory Buildings

~~A structure, not more than 5 metres in height and not more than 5 square metres in area may be erected in the parking area for the use of attendants in the area.~~

(h) Buffering

- (i) Where, in a yard in any zone, a required parking area providing more than four (4) parking spaces abuts a lot in a Residential Zone, then a continuous strip of landscaped open space a minimum width of 3 metres shall be provided along the abutting lot line;
- (ii) Where, in any yard in any zone, a required parking area providing more than four (4) parking spaces abuts a street, then a strip of landscaped open space a minimum width of 3 metres shall be provided along the lot line abutting the street and the landscaped strip shall be continuous except for aisles and driveways required for access to the parking area.

(i) Vehicle Parking Requirements

BY-LAW
2019-095

In any zone, the owner or occupant of any building or structure erected, enlarged or changed in use after the date of passing of this By-law shall provide and maintain for the sole use of the owner, occupants, or other persons entering upon or making use of the said premises from time to time, one or more off-street parking spaces in accordance with the following provisions:

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Schedule for Parking Requirements

Use	Minimum Number of Required Parking Spaces
Apartment dwellings or townhouse	1.5 units per dwelling unit, 15% of which shall be reserved as visitor parking
Boarding House	0.5 spaces per guest room with a minimum of 2
Group Home	0.5 spaces per guest room with a minimum of 2
Single detached, semi-detached, duplex or street townhouse	Two (2) spaces per dwelling unit
Other Residential Uses	One (1) space per dwelling unit
Agricultural Use, Forestry Use	None
Automobile Body Shop, Automotive Repair Garage, Automobile Service Station, Automotive Store, Gasoline Bar	Three (3) spaces per service bay plus one (1) space per employee
Auditorium, Community Centre, Club, Non-Profit, Theatre	One (1) space for every four (4) seats, fixed or otherwise and where there are no seats one (1) space for every 10 square metres of assembly space
Building Supply Store, Farm Supply Establishment, Farm Equipment Sales and Service Facility, Lumber Yard, Equipment Rental Establishment – Domestic, Equipment Rental Establishment – Industrial, Equipment Sales Establishment, Equipment Service and Repair Establishment – Industrial	One (1) space for each 20 square metres of gross floor area

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Cannabis Production and Processing

One (1) space per every 100 square metres of ~~gross~~ floor area

Clinic

Six (6) spaces per practitioner

Convenience Store

One (1) space per 18 square metres of ~~gross~~ floor area

Day Nursery – Licensed

One (1) space per employee and one (1) space per five (5) children

Farmer's Market, Farm Produce Outlet, Garden Centre, Greenhouse (Commercial), Nursery

One (1) space per 20 square metres of ~~gross~~ floor area

General Business (other than those listed separately herein), Business or Professional Office, Bank or Financial Office, Personal Service Establishment, Retail Store or Funeral Home

One (1) space per 20 square metres of ~~gross~~ floor area

Home-based Business, Home-based Industry

One (1) parking space per employee, in addition to the parking requirements of the dwelling

Hospital

One (1) space per bed

Industrial Establishment

One (1) parking space per 80 square meters of manufacturing floor area and associated office area or portion thereof plus one (1) parking space per 100 square metres of warehousing or storage floor area or portion thereof.

Library

	One (1) space per 95 square metres of gross floor area
Mini-warehouse and Storage, Transportation Terminal, Warehouse	One (1) space per 95 square metres of gross floor area plus one (1) space for every three (3) employees per shift
Nursing home	One (1) space for every six (6) patient beds plus one (1) space for every four (4) employees
Place of amusement	One (1) space for every four (4) persons that can be accommodated
Place of worship	One (1) space for every five (5) seats, fixed or otherwise
Restaurant, Restaurant – Drive-In, Bar	One (1) space for every four (4) seats of designated seating capacity and where no seats are provided one (1) space per 6 square metres of gross floor area
Restaurant – Take Out	One (1) space per 10 square metres of gross floor area
School – Elementary	Two (2) spaces per classroom
School – Secondary or Commercial	Four (4) spaces per classroom
Shopping Centre	One (1) space per 160 square metres of net floor area
Tourist Lodging Establishment	One (1) space per guest room or suite plus one (1) space for each four (4) persons that can be accommodated at any one time in a beverage room, dining room or meeting room
Veterinary Establishment, Kennel	One (1) parking space per 20 square metres of floor area

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The greater of:

- Other non-residential uses permitted by this By-law
- (a) One (1) space per 25 square metres of floor area or portion thereof, or
 - (b) One (1) space for four (4) persons design capacity, or
 - (c) One (1) space per two (2) persons employed on the lot

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k) Requirements for Bicycle Parking

- i) Bicycle Parking shall be provided in the RS3, CG, CH, CT, I, ML, MM, and MH zones at the following rates:

One bicycle rack for principle uses over 1,000 sq m floor area, plus one additional rack for every 30 standard parking spaces provided.

- ii) A bicycle parking space may be located in any yard.

3.24 Parts of Buildings or Structures Permitted Above Height Level

Where height limitations are set forth in this By-law, such limitations shall not apply to air conditioning systems, bridges, chimneys, communication towers, electrical supply facilities, elevator or stairway enclosure, enclosed mechanical and electrical equipment, flag poles, grain elevators, hydroelectric transition tower, lightening rods or lightening standards, ornamental dome or clocktower, place of worship spire or belfry or steeples, receiving and transmitting antenna and satellite dish, receiving station, silo, solar panel, ventilating fan or skylight, water tanks or water towers and windmill or wind turbine.

Notwithstanding the foregoing, limitations prescribed by the Federal Ministry of Transport or practices recommended by the Ministry with respect to height limitations and appropriate lighting in the vicinity of airfields shall prevail.

3.25 Permitted Projections

For the purpose of this Section, a rear yard adjacent to a street, and/or an exterior side yard shall have the same requirements as a front yard.

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Structure	Maximum Projection Into Required Yard
Belt courses, sills, cornices, eaves, gutters, chimneys, bay windows, pilasters, fireplaces, chimney boxes, or other ornamental structures structures	0.6 metres into any required front, rear or any side yard

Canopies which are at least 2.13 metres in vertical clearance above the established grade, with or without supporting posts	2 metres into any required front, exterior side yard or rear yard
Window awnings	1.2 metres into any required front, exterior side yard or rear yard 0.6 interior side yard
Steps, walkways and ramps	No maximum into any required yard provided it does not exceed 1.3 metres in height above established grade
Uncovered patios, patio platform, sundeck	No maximum into a required front, rear or side yard provided it is constructed no closer to any lot line than a horizontal distance equal to the maximum height of any part thereof above finished grade at the lot line(s); and provided it does not exceed a height above the established grade of 1.3 metres in a required side yard and 0.51 metre in a required front yard.
Swimming pool heaters and filtering equipment, Air conditioning equipment, home back-up generator	A maximum of one (1) metre into any yard
Canopies for Entrances to Apartment Buildings and Commercial Buildings	Notwithstanding any other provisions in the By-law, a Canopy or portico over a major entrance to an apartment building or commercial building may project into the required yard a distance equal to one-half (1/2) the setback of the building from the street line.

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3.26 Prohibited Uses

Except as specifically permitted in this By-law, the following uses are prohibited: the keeping or raising of livestock including any horse, bull, ox, sheep, goat, pig or other cattle, or any poultry, or any reptile, or any wild animal including any tamed or domesticated wild animal, in any residential zone or in any building or structure in any zone unless otherwise stated.

3.27 Proposed By-pass Road

Proposed By-pass West of the Village of St. Andrews West and Eamer's Corners around Highway 138.

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As the corridor has been ~~designated~~ identified by the Ministry of Transportation (MTO) for the proposed by-pass around Highway 138, the corridor has been appropriately designated on the Zoning Schedules 4, 7 and 8 herein through the addition of the suffix ~~“-M”~~ a grey coloured overlay.

The portion of the corridor south of Headline Road has been acquired by the MTO, while the portion north of Headline Road has not been acquired to date. Regardless of ownership, a designated highway is considered part of the highway system and, therefore, MTO permits are required for any development within 45 metres of any limit of the corridor, or within 395 metres of the centre point of the intersection.

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2012-074

In order to provide further protection for the designated corridor, any parcel of land or area of land in any zone may be further classified with the addition of the suffix ~~“- M”~~.

The ~~“-M” classification~~ grey coloured overlay added to a given zone shall prohibit development of the land until such a time as approval from MTO has been obtained. ~~While a suffix “-M” classification~~ Where a grey coloured overlay is in effect, no lands shall be used and no buildings or structures shall be erected or used for any purpose other than those uses existing for such land, building or structure on the date of passing of this By-law and for the uses specifically permitted in the particular zone.

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2012-074

Proposed buildings and/or structures for lands within the MTO proposed corridor (on the ~~Official Plan~~ Schedules 4, 7 and 8) will require approval from the MTO prior to the issuance of a building permit.

3.28 Regulation for Consolidated Lot Development

Where two or more abutting lots under one identical ownership are consolidated for the purpose of development, the internal lot lines of the original lots shall not be construed to be lot lines for the purposes of any zoning regulations provided that all applicable regulations of this By-law relative to the consolidated lot development and its external lot lines are complied with, provided that the notice of consolidation is registered on Title.

3.29 Setbacks From Roads and Water

The following minimum setbacks to above or below ground structures shall be required:

(a) From Provincial Highways

All development adjacent to Provincial Highways is subject to the approval of the Ministry of Transportation of Ontario (MTO) with regard to minimum setbacks. Where applicable a valid land use permit issued by MTO shall be required prior to the start of construction.

(b) From County Roads

30.5 metres from the centerline of right-of-way to any structure, or as approved by the County Engineer. Where applicable a valid land use permit issued by the Counties shall be required prior to the start of construction.

(c) From All Other Improved Streets and/or Streets in Approved Plans of Subdivision

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10 metres from the centreline of the Road plus the applicable minimum required front yard setback for the appropriate zone.

(d) From the St. Lawrence River

- i) Moulinette Island and Robin Road: 30 metres from the normal water level of 73.56 GSC (Geodetic Survey Control) or as approved by the Raisin Region Conservation Authority.
- ii) Ault Island and all other Islands: no development below the elevation 74.62 metre GSC or as approved by the Raisin Region Conservation Authority.

(e) From Other Waterbodies

Where any lot is adjacent to a waterbody, including municipal drains, any building or structure to be erected thereon shall be set back a minimum of 15 metres from the high water mark and any septic tank or tile field shall be set back a minimum of 30 metres.

(f) Railway Crossing

Where any road or street crosses a railway at the same grade, no building or structure shall be erected closer to the point of intersection of the centreline of railway and the roadway than 30 metres at signalized crossings and 45 metres at uncontrolled crossings

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(g) TransCanada or Trans-Northern Pipeline

Where the TransCanada or Trans-Northern Pipeline easement runs adjacent to or through any lot, any main building or structure to be erected thereon shall be set back a minimum of 7 metres or as approved by the applicable utility, and any accessory structure shall be set back a minimum of 3 metres or as approved by the applicable utility from the easement boundary.

3.30 Separation Distances – Group Homes

- (a) Notwithstanding any other provisions of this By-law to the contrary, no Type 1 Group Home shall be permitted within a 500 metre circular separation area of another Type 1 Group Home.
- (b) Notwithstanding any other provision of this By-law to the contrary, no Type 2 Group Home shall be permitted within a 1000 metre circular separation area of another Group Home.

- (c) Notwithstanding any other provisions of this By-law, a Type 2 Group Home shall be permitted on the following classification of streets: Provincial Highways and County Roads, and shall have access to community facilities.

3.31 Separation Distances

Notwithstanding the provisions of this by-law to the contrary, development is restricted in accordance with the following:

Item	Development Near the Following Zone	Influence Area
A	MXR - Pit, Sand & Gravel Reserves	For licenses for extraction above the water table: 150m For licenses for extraction below the water table: 300m
B	SY – Salvage Yard	150m
C	WM – Waste Management	500m
D	ANSI – Areas of Natural and Scientific Interest	50m
E	PSW – Provincially Significant Wetlands	120m
F	FP – Flood Plain	15m
G	MXP – Mineral Extraction Pit	120m
H	MXQ – Mineral Extraction Quarry	500m
I	Grain Drying Facility	150 metres of a dwelling located on another lot;
		100 metres of a vacant lot having an area of 2 ha or less;

			30 metres of a lot line.
	J	No kennel shall be permitted within:	150 metres of a dwelling located on another lot;
			100 metres of a vacant lot having an area of 2 ha or less;
			30 metres of a lot line.
BY-LAW 2018-079	K	Cannabis Production and Processing	<p>With Air Treatment Control</p> <ul style="list-style-type: none"> • 70 metres from any residential or institutional zones • 150 metres from any sensitive land use, excluding an accessory dwelling <p>Without Air Treatment Control</p> <ul style="list-style-type: none"> • 300 metres from any residential or institutional zones, and any sensitive land use, excluding an accessory dwelling

- (a) Development of existing Lots of Record within the influence area of Items A, G and H will be permitted, provided that the applicant can demonstrate through the appropriate studies/reports, if required by the Corporation, that the proposed development will not preclude or hinder any of the following:
- access to the resource and/or operation;
 - the expansion or continued use of the resource and/or operation, or
 - any other incompatibility issues due to reasons of public health or safety and/or environmental impact, at the discretion of the Corporation.
- (b) Development of existing Lots of Record within the adjacent lands of Items D, E and F will be permitted, provided that the applicant can demonstrate through the appropriate studies/reports, if required by the Corporation, such as an Environmental Impact Study, that the proposed development would have no negative impacts on the natural features or on the ecological functions for which the area is defined.

3.32 Sight Triangle

Notwithstanding any provisions of this By-law to the contrary, within any area defined as a sight triangle, the following uses shall be prohibited:

- (a) a building, structure, or use which would obstruct the vision of drivers of motor vehicles, including a chain link or wire fence;
- (b) a tree, hedge, bush or other vegetation, other than agricultural crops, the top of which exceeds 0.75 metres in height above the elevation of the centerline of abutting streets;
- (c) any portion of a delivery space, loading space, driveway or parking space; and
- (d) a berm or other finished grade which exceeds the elevation of the centerline of abutting streets by more than 0.75 metres.

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- (e) Notwithstanding any provisions of this By-law to the contrary, in the case of a corner lot where the lot lines do not intersect at one point, or there is a sight triangle or daylighting triangle dedicated as part of the public road, the street lines shall be deemed to include their projections to their intersection, and for the purposes of determining the required front and exterior side yards, the sight triangle or daylighting triangle is to be considered as being part of the lot.

3.33 Signs

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Unless otherwise stated in this By-law, signs shall be permitted only in accordance with the Signs By-law(s) of the Corporation, the County, and the Ministry of Transportation.

3.34 Shipping Containers and Storage Containers

Except as otherwise provided, shipping containers and storage containers shall not be permitted in any zone, save and except Industrial Zones (ML, MM, MH, MR) and the Highway Commercial Zone (CH) and shall be in accordance with Site Plan Control and the following provisions:

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2012-074

- (a) A maximum of two shipping containers are permitted in the rear yards of the ~~SC, M1, M2, and M3~~ CH, ML, MM, MH, MR zones, subject to the following conditions;
- (b) The shipping container is only used for storage purposes and not used to accommodate work areas, shops, office uses, retail sales, or living areas;
- (c) There is a 10 m setback from any lot line abutting a residential zone and in accordance with the requirements of accessory building setbacks for all other yards;
- (d) The shipping container is maintained to the Corporation's satisfaction (i.e. painted and not rusted) and is not visible from the road; and,

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- ~~(e) The shipping container is anchored to the ground in accordance with the Ontario Building Code;~~
- ~~(f) An Engineer's report is required in accordance with the Ontario Building Code; and~~
- (g) Shipping containers shall be stacked no more than 2 high.

3.35 Temporary Buildings or Structures

Nothing in this By-law shall prevent the use of land or the use or erection of a temporary building or structure or a scaffold or other equipment essential to the construction in progress for which a valid building permit has been granted, but only until such time as the work has been finished or abandoned or such equipment is no longer required.

For the purpose of this By-law, temporary Storage Containers shall be considered to be a temporary building or structure.

In addition, temporary construction facilities for a business, or other non-residential use which is intended to occupy a building which is under construction with the work in progress on such building, may be temporarily permitted on the same lot in the form of relocatable portable or transportable building provided:

- (a) Approval is obtained pursuant to the matters contained herein; and
- (b) Such temporary accommodation is removed from the lot immediately upon completion of construction, abandonment of construction or at such time as in the opinion of the Corporation it is no longer required.

3.36 Temporary Garage Structures

Notwithstanding anything else in this By-law, a Temporary garage structure, commonly known as a 'tempo garage', or similar structure shall be permitted. Such temporary garage structures shall be in compliance with setbacks for accessory structures.

3.37 Through Lots

Where a lot is a through lot, the requirements for front yards contained in this By-law shall apply to each yard abutting the street.

3.38 Unstable Slopes

Lands identified in the United Counties of Stormont, Dundas and Glengarry Official Plan on the Constraints Plan (B4) as Environmental Protection Lands (Constraints Overlay) – Unstable Slopes are subject to the following:

Prior to the Corporation approving a Building Permit for any development or site alteration, on land identified as having an unstable slope, a geotechnical inspection and report by a qualified engineer shall be required to assess the potential impact of the proposed development and to determine the required setbacks for development, and shall provide recommendations for any other mitigation measures and other stabilization measures that may be required.

3.39 Use by Public Authority or Public Utility

The provisions of this By-law shall not apply to the use of any land or to the erection or use of any utility installation for the purpose of public service by the Corporation, the United Counties of Stormont, Dundas and Glengarry and/or any Public Authority any department of the Government of Ontario or Canada, pursuant to the Planning Act, provided that where such land, building or structure is located in a Residential Zone:

- (a) No Goods, materials or equipment shall be stored in the open; and
- (b) The lot coverage and setback regulations of the zone in which such land, building or above ground structures, with the exception of electric power facilities, are located, shall be complied with.

3.40 Wayside Pits and Quarries

Wayside pits and quarries may be established in the Rural, Agricultural and the Mineral Extractive (MXR, MXP, MXQ) Zones provided that:

- (a) the wayside pit or quarry is opened and operated by the Ministry of Transportation, the County or their agents or the Corporation, for the purposes of a specific public road project;
- (b) any portable crusher or asphalt plant is approved and governed by applicable regulations of the Ministry of Environment and Energy, the Ministry of Natural Resources and a certificate of approval for a portable hot mix asphalt plant has been obtained; and
- (c) an agreement is signed between the landowner and the Ministry of Transportation, the County or their agents or the Corporation that the wayside pit or quarry shall be rehabilitated upon completion of the public project.

SECTION 4: ZONE CLASSIFICATIONS

For the purposes of this By-law, all land within the Township of South Stormont is divided into the following zones and described in the following sections, the boundaries of which are shown on the attached Schedules which are attached to and form part of this By-law.

Residential Zones

Residential Serviced – First	RS1
Residential Serviced – Second	RS2
Residential Serviced – Multiples	RS3
Residential Single Service – First	RSS1
Residential Single Service – Second	RSS2
Hamlet Private Services – First	RH1
Hamlet Private Services – Second	RH2
Rural Residential Private Services – First	RR1
Rural Residential Private Services – Second	RR2
Residential Mobile Home Park	RMP

Commercial Zones

General Commercial	CG
Highway Commercial	CH
Tourist Commercial	CT
Recreation Commercial	CR

Industrial Zones

Light Industrial	ML
General Industrial	MM
Heavy Industrial	MH
Rural Industrial	MR

Institutional Zone I

Open Space Zone OS

Agricultural Zone A

Rural Zone RU

Mineral Resource Zones

Mineral Extractive Pit	MXP
Mineral Extractive Quarry	MXQ
Mineral Extractive Reserve	MXR

Salvage Yard Zone SY

Waste Management Zone	WM
Flood Plain Zone	FP
Provincially Significant Wetland Zone	PSW
Areas of Natural and Scientific Interest Zone	ANSI
Development Reserve	DR

4.1 Schedules

The attached Schedules 1, 2, 3, 4, 5, 6, 7 and 8 form part of this By-law.

4.2 Boundaries of Zones

Where the boundary of any zone, as shown on the attached Schedules, is uncertain the following provisions shall apply:

- (a) where the boundary is indicated as following a street, lane, railway right-of-way or other right-of-way, then the boundary shall be the centreline of such street, lane, railway right-of-way or other right-of-way;
- (b) where any street, lane, railway right-of-way or other right-of-way, as shown on the Schedules is hereby closed, the land formerly included in such street, lane, railway right-of-way or other right-of-way shall be included within the zone of the consolidated adjoining property.
- (c) where the boundary is shown as approximately following a concession line or a lot line or an extension of a lot line on a registered plan of subdivision or registered reference plan, the lot line or extension thereof shall be the boundary;
- (d) where a zone boundary is indicated as following a natural feature such as a height of land, ridge or contour line, the boundary shall be the natural feature. Where a zone boundary is shown to follow a shoreline, the high water mark and any changes thereto shall be taken to be the boundary. Where the boundary of a Floodplain Zone, ANSI zone or Provincially Significant Wetland Zone, a watercourse, a top of bank, a high water mark or similar environmental feature as interpreted in the field to the satisfaction of the Conservation Authority or the Ministry of Natural Resources varies from the limit shown on the Schedules to this By-law, the refined limit as interpreted in the field, shall be deemed to be the zone boundary, without an amendment to the By-law.
- (e) where a zone boundary is indicated as approximately following Township or Settlement Area limits, the limits shall be the boundaries;

- (f) where the boundary of a zone is represented on Schedules showing varied levels of detail, and such boundary is contested due to conflict, the boundary shall be deemed to be that as shown on the more detailed or smaller scale schedule.
- (g) where none of the foregoing provisions apply and where appropriate, the boundaries shall be scaled from the attached schedules;

4.3 Holding Zones “- h”

Any parcel or area of land in any Zone may be further classified as a holding zone with the addition of the suffix "-H." The holding classification added to a given zone shall prohibit development of land until such time as the policies of the Official Plan related to holding zones are compiled with, at which time, the H may be removed by an amendment under Section 36 of the Planning Act. While a holding zone is in effect, no lands shall be used and no buildings or structures shall be erected or used for any purpose other than those uses existing for such land, building or structure on the date of passing of this By-law and for the uses specifically permitted in the particular holding zone.

4.4 Special Exception Zones “-X”

Where a zone symbol is followed by the suffix "-X" this shall mean that a specific exception is being made to one or more of the standards of that zone for a specific area governed by the By-law. All other provisions of the By-law shall continue to apply.

A number after the "-X" (i.e., RS1-8) indicates the order of the various exception zones.

4.5 Temporary Zones “- t”

Other temporary uses, including garden suites, may be authorized from time to time by Zoning By-law amendment pursuant to Section 39 of the Planning Act. These are listed separately at the end of the appropriate zone category and are identified with the symbol "- t" because of their temporary nature.

4.6 Development Reserve (DR) Zones

The purpose of the Development Reserve (DR) Zone is to recognize lands intended for future development. The intent is to signify Council's approval in principle to future development of the land and to restrict development of the land until such time as this By-law is amended. The DR designation is meant to limit the range of permitted uses to those which will not preclude future development options. As a result, no lands shall be used and no buildings or structures shall be erected or used for any purpose other than those uses existing for such land,

building or structure on the date of passing of this By-law. Any change from this status shall require an amendment to this By-law.

SECTION 5: RESIDENTIAL ZONES

No person shall hereafter use any lands, nor erect, alter, enlarge or use any building or structure in a Residential Zone except in accordance with the provisions of this Section and of any other relevant Sections of this By-law.

5.1 Residential Serviced – First (RS1) Zone

(a) Permitted Uses:

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- a) ~~dwelling, accessory apartment;~~
- b) dwelling, single detached;
- c) dwelling, secondary unit;
- d) group home, type 1;
- e) group home, type 2,
- f) home-based business.

(b) Zone Requirements:

BY-LAW
2018-087

- (i) Notwithstanding the provisions of this By-Law to the contrary, all *Dwelling, Secondary Units* are subject to the provisions of Section 3.8

(ii) All other permitted uses:

Lot Area (minimum sq.ft.)	460 m ²	(4,951.39 sq.ft.)
Lot Frontage (minimum)	15 m	(49.21 ft.)
Yard Requirements (minimum)		
Front	6 m	(19.69 ft.)
Rear	7.5 m	(24.61 ft.)
Exterior Side	6 m	(19.69 ft.)
Interior Side	1.2 m	(3.94 ft.)
Building Height (maximum)		
Main Building	11 m	(36.09 ft.)
Accessory Building	4.5 m	(14.76 ft.)
Lot Coverage (maximum)	40%	
Floor Area (minimum)	70 m ²	(753.47 sq.ft.)
Floor Area per Accessory Apartment Dwelling (minimum)		
Bachelor Unit	45 m ²	(484.37 sq.ft.)
One Bedroom Unit	55 m ²	(592.01 sq.ft.)
Two Bedroom Unit	60 m ²	(645.83 sq.ft.)
More than 2 Bedroom Unit	65 m ²	(699.65 sq.ft.)
Dwelling(s) per lot (maximum)	1	

BY-LAW
2015-050

BY-LAW
2018-087

(c) Municipal Piped Services:

No dwelling shall be erected in this zone unless it is connected to piped municipal sanitary sewer and water services.

(d) Special Exceptions:

RS1-1

Notwithstanding the provisions of Section 5.1 (b) to the contrary, for the lands zoned RS1-1, the existing setback from the future street shall be permitted.

RS1-2

Notwithstanding the provisions of Section 5.1 (a) to the contrary, for the lands zoned RS1-2, no buildings or structures shall be permitted.

RS1-3

Notwithstanding the provisions of Section 5.2 (b) to the contrary, for the lands zoned RS1-3, the minimum rear yard shall be 25 metres.

BY-LAW
2015-038

RS1-4

Notwithstanding the provisions of Section 5.1 (b) to the contrary, for the lands zoned RS1-4, the setbacks of the existing building(s) shall be deemed to comply with this by-law; however, any new buildings or structures erected on the subject parcel shall be subject to the applicable "Residential Serviced – First (RS1)" zone requirements.

BY-LAW
2015-122

RS1-5

Notwithstanding the provisions of Section 5.1 (b) to the contrary, for the lands zoned RS1-5, being Lot 13 on Registered Plan 52M-36, the minimum setbacks shall be in accordance with Drawing 2-34 of this By-law. Within the portion of the front and exterior side yard with a setback of 1.2 metres from the property line, Section 3.25 (Permitted Projections) shall not apply.

BY-LAW
2017-068

RS1-6

Notwithstanding the provisions of Section 5.1 (b) to the contrary, for the lands zoned RS1-6, the maximum number of accessory apartment dwelling units permitted is two (2).

- (e) Holding Zones:

RS1-h

Notwithstanding the provisions of Section 4.3 to the contrary, for the lands zoned RS1-h, the holding (h) symbol will not be lifted until Municipal services are available to the site.

- (f) Temporary Uses:

5.2 Residential Serviced - Second (RS2) Zone

(a) Permitted Uses:

BY-LAW
2015-050

- boarding house;
- ~~dwelling, accessory apartment;~~
- dwelling, duplex;
- dwelling, semi-detached;
- dwelling, single detached;
- ~~dwelling, secondary unit;~~
- group home, type 1;
- home-based business.

BY-LAW
2018-087

(b) Zone Requirements:

BY-LAW
2015-050

- (i) For single detached dwellings ~~and accessory apartment dwellings~~ in accordance with the provisions of Section 5.1. Notwithstanding the provisions of this By-Law to the contrary, all *Dwelling, Secondary Units* are subject to the provisions of Section 3.8.

BY-LAW
2018-087

(ii) Semi-detached, Duplex:

Lot Area (minimum)	600 m ²	(6458.35 sq.ft.)
Lot Frontage (minimum)	20 m	(65.6 ft.)
Yard Requirements (minimum)		
Front	6 m	(19.69 ft.)
Rear	9 7.5 m	(29.53 ft.) (24.61 ft.)
Exterior Sid	6 m	(19.69 ft.)
Interior Side	1.2 m	(3.94 ft.)
Building Height (maximum)		
Main Building	11 m	(36.09 ft.)
Accessory Building	4.5 m	(14.76 ft.)
Lot Coverage (maximum)	40%	
Floor Area (minimum)	70 m ²	(753.47 sq.ft.)
Dwelling per lot (maximum)	1	

BY-LAW
2015-050

- (c) If a semi-detached dwelling, or a duplex dwelling, is severed or separated through consent, plan of subdivision or through the lifting of part lot control, the zone requirements continue to apply to the original lot except that no minimum side yard requirement shall apply along the common lot line.

(d) Municipal Piped Services:

No dwelling shall be erected in this zone unless it is connected to piped municipal sanitary sewer and water services.

(e) Special Exceptions:

RS2-1

Notwithstanding the provisions of Section 5.2 (b) to the contrary, for the lands zoned RS2-1, the minimum lot frontage shall be 16 metres and the minimum lot area shall be 589 square metres.

RS2-2

Notwithstanding the provisions of Section 5.2 (b) to the contrary, for the lands zoned RS2-2, the minimum lot frontage shall be 18 metres.

RS2-3

Notwithstanding the provisions of Section 5.2 (a) to the contrary, for the lands zoned RS2-3, the following use shall not be permitted:

Boarding House.

(f) Holding Zones:

RS2-h

Notwithstanding the provisions of Section 5.2 to the contrary, for the lands zoned RS2-h, the holding (h) symbol will not be lifted until Municipal services are available to the site.

RS2-2-h

Notwithstanding the provisions of Section 4.3 to the contrary, for the lands zoned RS2-2-h, the holding (h) symbol will not be lifted until Municipal services are available to the site.

RS2-3-h

Notwithstanding the provisions of Section 4.3 to the contrary, for the lands zoned RS2-3-h, the holding (h) symbol will not be lifted until Municipal services are available to the site.

(g) Temporary Uses:

BY-LAW
2013-036

5.3 Residential Serviced – Multiples (RS3) Zone

(a) Permitted Uses:

BY-LAW
2018-087

BY-LAW
2017-068

- dwelling, apartment building;
- dwelling, duplex;
- dwelling, townhouse;
- dwelling, secondary unit;
- dwelling, street townhouse;
- dwelling, semi-detached;
- group home, type 1;
- home-based business.

(b) Zone Requirements:

BY-LAW
2018-087

- (i) For semi-detached dwellings and duplex dwellings in accordance with the provisions of Section 5.2. Notwithstanding the provisions of this By-Law to the contrary, all *Dwelling, Secondary Units* are subject to the provisions of Section 3.8.

(ii) Townhouse:

BY-LAW
2012-074

Lot Area (minimum)	180 m ²	(1937.50 sq.ft.)
Lot Frontage (minimum)	9 8.5 m	per unit (29.53 ft.) for each end unit plus 6 m (19.69 ft.) for each additional unit
Yard Requirements (minimum)		
Front	6 m	(19.69 ft.)
Rear	10 m	(32.81 ft.)
Exterior Side	6 m	(19.69 ft.)
Interior Side	0 m except for one side of an end unit which shall be a minimum of 2.5 m (8.2 ft.)	
Building Height (maximum)		
Main Building	11 m	(36.09 ft.)
Accessory Building	4.5 m	(14.76 ft.)
Lot Coverage (maximum)	45%	
Floor Area per Dwelling Unit (minimum)	70 m ²	(753.47 sq.ft.)
Dwelling Units per Lot (maximum)		
Townhouse	6	
Density (maximum)	40 units/ha	(16.0 units/ac)
Dwelling per lot (maximum)	1	

(iii) Apartment Dwelling:

Lot Area (minimum)	2000 m ²	(0.49 ac.)
Lot Frontage (minimum)	30 m	(98.43 ft.)
Yard Requirements (minimum)		
Front	6 m	(19.69 ft.)
Rear	10 m	(32.81 ft.)
Exterior Side	6 m	(19.69 ft.)
Interior Side	6 m	(19.69 ft.)
Building Height (maximum)		
Main Building	15 m	(49.21 ft.)
Accessory Building	4.5 m	(14.76 ft.)
Lot Coverage	40%	
Floor Area per Dwelling Unit (minimum)		
Bachelor Unit	45 m ²	(484.37 sq.ft.)
One Bedroom Unit	55 m ²	(592.01 sq.ft.)
Two Bedroom Unit	60 m ²	(645.83 sq.ft.)
More than 2 Bedroom Unit	65 m ²	(699.65 sq.ft.)
Density (maximum)	75 units per hectare (30 u/ac.)	
Landscaped Open Space (minimum)	35%	
Dwelling per lot (maximum)	1	

BY-LAW
2017-068

- (c) If a semi-detached dwelling, a duplex dwelling, street townhouse dwelling or a townhouse dwelling, is severed or separated through consent, plan of subdivision, plan of condominium or through the lifting of part lot control, the zone requirements continue to apply to the original lot except that no minimum side yard requirement shall apply along the common lot line.

(d) Municipal Piped Services:

No dwelling shall be erected in this zone unless it is connected to piped municipal sanitary sewer and water services.

(e) Special Exceptions:**RS3-1**

Notwithstanding the provisions of Section 5.3 (b) to the contrary, for the lands zoned RS3-1, the minimum front yard shall be 4.7 metres, the minimum rear yard shall be 1.56 metres and the minimum exterior side yard shall be 4.7 metres.

RS3-2

Notwithstanding the provisions of Section 5.3 (b) to the contrary, for the lands zoned RS3-2, the minimum rear yard shall be 7.5 metres.

RS3-3

Notwithstanding the provisions of Section 5.3 (b) to the contrary, for the lands zoned RS3-3, the minimum lot frontage shall be 29.2 metres and a minimum lot area of 1,000 square metres.

BY-LAW
2012-074

RS3-4

Notwithstanding the provisions of Section 5.3 (b) to the contrary, for the lands zoned RS3-4, the minimum rear yard shall be 6.09 metres and a minimum lot area of 1,200 square metres.

BY-LAW
2012-074

RS3-5

Notwithstanding the provisions of Section 5.3 (b) to the contrary, for the lands zoned RS3-5, the maximum number of apartment dwelling buildings permitted is 2.

RS3-6

Notwithstanding the provisions of Section 5.3 (b) to the contrary, for the lands zoned RS3-6, a minimum 3 metre landscaped strip to be used only for such purpose shall be located along the properties eastern property line. This landscaped strip shall include all trees existing on the date of passing of this By-law, measuring a minimum of 5 centimetres in calliper.

RS3-7

Notwithstanding the provisions of Section 3.23 to the contrary, for the lands zoned RS3-7, the minimum number of parking spaces for a 41 unit residential development shall be ~~30~~ 56.

BY-LAW
2014-022

RS3-8

Notwithstanding the provisions of Section 5.3 (b) to the contrary, for the lands zoned RS3-8, the minimum lot frontage shall be 20 metres and a maximum number or combination of three (3) apartment dwellings and/or townhouse dwellings shall be permitted.

BY-LAW
2015-039

(b) Holding Zones:

RS3-h

Notwithstanding the provisions of Section 4.3 to the contrary, for the lands zoned RS3-h, the holding (h) symbol will not be lifted until Municipal services are available to the site.

RS3-8-h

Notwithstanding the provisions of Section 4.3 to the contrary, for the lands zoned RS3-8-h, the holding (h) symbol will not be lifted until Municipal services are available to the site.

(c) Temporary Uses:

5.4 Residential Single Services – First (RSS1) Zone

(a) Permitted Uses:

BY-LAW
2018-087

- ~~— dwelling, accessory apartment;~~
- dwelling, single detached;
- dwelling, secondary unit;
- group home, type 1;
- home-based business.

(b) Zone Requirements:

BY-LAW
2018-087

- (i) Notwithstanding the provisions of this By-Law to the contrary, all *Dwelling, Secondary Units* are subject to the provisions of Section 3.8.

- (ii) All other permitted uses:

Lot Area (minimum)	925 m ²	(9956.62 sq.ft.)
Lot Frontage (minimum)	25 m	(82.02 ft.)
Yard Requirements (minimum)		
Front	6 m	(19.69 ft.)
Rear	7.5 m	(24.61 ft.)
Exterior Side	6 m	(19.69 ft.)
Interior Side	2 m	(6.56 ft.)
Building Height (maximum)		
Main Building	11 m	(36.09 ft.)
Accessory Building	4.5 m	(14.76 ft.)
Lot Coverage (maximum)	25%	
Floor Area (minimum)	70 m ²	(753.47 sq.ft.)
Floor Area per Accessory Apartment Dwelling (minimum)		
Bachelor Unit	45 m ²	(484.37 sq.ft.)
One Bedroom Unit	55 m ²	(592.01 sq.ft.)
Two Bedroom Unit	60 m ²	(645.83 sq.ft.)
More than 2 Bedroom Unit	65 m ²	(699.65 sq.ft.)
Dwelling per lot (maximum)	1	

BY-LAW
2015-050

BY-LAW
2018-087

- (c) No dwelling shall be erected in this zone unless it is connected to a municipal sanitary sewer or water service.

(d) Special Exceptions:

RSS1-1

Notwithstanding the provisions of Section 5.4 (b) to the contrary, for the lands zoned RSS1-1, the minimum lot area shall be 120 square metres.

RSS1-2

Notwithstanding the provisions of Section 5.4 (a) to the contrary, for the lands zoned RSS1-2, the following uses shall also be permitted:

Contractor's Shop or Yard;
Office, Business or Professional.

RSS1-3

Notwithstanding the provisions of Section 5.4 (a) to the contrary, for the lands zoned RSS1-3, the following use shall also be permitted:

Agricultural use.

RSS1-4

Notwithstanding the provisions of Section 5.4 (a) to the contrary, for the lands zoned RSS1-4, the following use shall also be permitted:

Golf, Miniature.

RSS1-5

Notwithstanding the provisions of Section 5.4 (a) to the contrary, for the lands zoned RSS1-5, the following use shall also be permitted:

Dwelling, Duplex;
Dwelling, Apartment Building.

Notwithstanding the provisions of Section 5.4 (b) to the contrary, for the lands zoned RSS1-5, the maximum number of dwelling units permitted per lot shall be 3 5.

RSS1-6

Notwithstanding the provisions of Section 5.4 (a) to the contrary, for the lands zoned RSS1-6, only the following use shall be permitted:

The accessory storage building existing on the date of passing of this By-law used for personal storage by owner of a residential lot located elsewhere within the municipality. Storage shall be limited to items that

BY-LAW
2017-015

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2017-015

area commonly stored on a residential property and shall be contained wholly with the subject building.

Notwithstanding the provisions of Section 5.4 (b) to the contrary, for the lands zoned RSS1-6, the minimum lot frontage shall be 19.2 metres, the minimum lot area shall be 723 square metres and the maximum lot coverage shall be 32%.

RSS1-7

Notwithstanding the provisions of Section 5.4 (a) to the contrary, for the lands zoned RSS1-7, the following use shall also be permitted:

Retail Store;
Office, Business or Professional.

Notwithstanding the provisions of Section 5.4 (b) to the contrary, for the lands zoned RSS1-7, the minimum lot frontage shall be 22.2 metres.

RSS1-8

Notwithstanding the provisions of Section 5.4 (b) to the contrary, for the lands zoned RSS1-8, the minimum lot frontage shall be 20.35 metres.

RSS1-9

Notwithstanding the provisions of Section 5.4 (b) to the contrary, for the lands zoned RSS1-9, the minimum lot frontage shall be 10 metres.

RSS1-10

Notwithstanding the provisions of Section 5.4 (b) to the contrary, for the lands zoned RSS1-10, the minimum lot frontage shall be 23.9 metres.

RSS1-11

Notwithstanding the provisions of Section 3.31 to the contrary, for the lands zoned RSS1-11, not setback from a Floodplain (FP) zone shall be required.

RSS1-12

Notwithstanding the provisions of Section 5.4 (a) to the contrary, for the lands zoned RSS1-12, the following use shall also be permitted:

Retail sales of wood pellets.

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2016-032

RSS1-13

Notwithstanding the provisions of Section 5.4 (b) to the contrary, for the lands zoned RSS1-13, the minimum dwelling unit area shall be 60 square metres.

RSS1-14

Notwithstanding the provisions of Section 3.31 to the contrary, for the lands zoned RSS1-14, the setback from a Floodplain (FP) zone shall be 0 metres.

Notwithstanding the provisions of Section 5.4 (a) to the contrary, for the lands zoned RSS1-14, the following use shall also be permitted:

Agricultural use;
Riding Stable.

Notwithstanding the provisions of Section 5.4 (b) to the contrary, for the lands zoned RSS1-14, the minimum rear yard setback shall be 10 metres.

RSS1-15

Notwithstanding the provisions of Section 5.4 (a) to the contrary, for the lands zoned RSS1-15, the following use shall also be permitted:

Automotive Repair Garage.

RSS1-16

Notwithstanding the provisions of Section 5.4 to the contrary, for the lands along Bruce Street in Eamers Corners zoned RSS1-16, no development shall occur on the lands until the property owner has entered into a Site Plan Control Agreement with the Municipality which includes the following provisions:

- The minimum elevation of top of grade shall be 61 metres.
- The minimum basement floor elevation shall be 60 metres.
- The Agreement shall be registered on title.

RSS1-17

Notwithstanding the provisions of Section 5.4 (a) to the contrary, for the lands zoned RSS1-17, the following uses shall also be permitted:

Agricultural Use, Small;
Greenhouse, Commercial.

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2013-035

BY-LAW
2017-068

Notwithstanding the provisions of Section 5.4 (b) to the contrary, for the lands zoned RSS1-17, the minimum setback for all yards shall be 10 metres.

RSS1-18

Notwithstanding the provisions of Section 5.4 (a) to the contrary, for the lands zoned RSS1-18, the following use shall also be permitted:

Agricultural use (excluding building or structures).

(e) Holding Zones:

RSS1-h

Notwithstanding the provisions of Section 4.3 to the contrary, for the lands zoned RSS1-h, the holding (h) symbol will not be lifted until Municipal services are available to the site.

RSS1-h(1)

Notwithstanding the provisions of Section 4.3 to the contrary, for the lands zoned RSS1-h(1), the holding (h) symbol will not be lifted until the Township is satisfied that the septic encroachment has been addressed.

BY-LAW
2015-113

RSS1-h(2)

For the lands zoned RSS1-h(2), the holding (h) symbol applies to the location of the garage that existed as of November 25, 2015. The garage and any portion above may not be converted to residential use until the Township is satisfied that the requirements under the Environmental Protection Act and Ontario Regulation 153/04, as amended, have been addressed with respect to the former automotive garage use. The holding zone does not apply to the remainder of the lands.

(f) Temporary Uses:

5.5 Residential Single Services - Second (RSS2) Zone

(a) Permitted Uses:

BY-LAW
2015-050

- boarding house;
- ~~dwelling, accessory apartment;~~
- dwelling, duplex;
- dwelling, semi-detached;
- dwelling, single detached;
- ~~dwelling, secondary unit;~~
- group home, type 1;
- home-based business.

BY-LAW
2018-087

(b) Zone Requirements:

BY-LAW
2015-050

- (i) For single detached dwellings ~~and accessory apartment dwellings~~ in accordance with the provisions of Section 5.4. Notwithstanding the provisions of this By-Law to the contrary, all *Dwelling, Secondary Units* are subject to the provisions of Section 3.8.

BY-LAW
2018-087

- (ii) Semi-detached dwelling, Duplex dwelling:

Lot Area (minimum)	1400 m ²	(15069.47 sq.ft.)
Lot Frontage (minimum)	30 m	(98.43 ft.)
Yard Requirements (minimum)		
Front	6 m	(19.69 ft.)
Rear	9 7.5 m	(29.53 ft.) (24.61 ft.)
Exterior Side	6 m	(19.69 ft.)
Interior Side	1.2 m	(3.9 ft.)
Building Height (maximum)		
Main Building	11 m	(36.09 ft.)
Accessory Building	4.5 m	(14.76 ft.)
Lot Coverage (maximum)	25%	
Floor Area (minimum)	70 m ²	(753.47 sq.ft.)
Dwelling per lot (maximum)	1	

BY-LAW
2015-050

- (c) If a semi-detached dwelling is severed or separated through consent, plan of subdivision or through the lifting of part lot control, the zone requirements continue to apply to the original lot except that no minimum side yard requirement shall apply along the common lot line.

- (d) Special Exceptions:

RSS2-1

Notwithstanding the provisions of Section 5.5 (a) to the contrary, for the lands zoned RSS2-1, the following use shall also be permitted:

Two mobile homes existing on the date of passing of this By-law.

- (e) Holding Zones:

- (f) Temporary Uses:

5.6 Hamlet Private Services Residential - First (RH1) Zone

(a) Permitted Uses:

BY-LAW
2018-087

- dwelling, accessory apartment;
- group home, type 1;
- home-based business;
- dwelling, single detached;
- dwelling, secondary unit.

(b) Zone Requirements:

BY-LAW
2018-087

- (i) Notwithstanding the provisions of this By-Law to the contrary, all *Dwelling, Secondary Units* are subject to the provisions of Section 3.8.

- (ii) All other permitted uses:

BY-LAW
2015-050

- (i) ~~Single detached dwelling:~~

Lot Area (minimum)	2800 m ²	(0.69 ac.)
Lot Frontage (minimum)	30 m	(98.43 ft.)
Yard Requirements (minimum)		
Front	6 m	(19.69 ft.)
Rear	9 m	(29.53 ft.)
Exterior Side	6 m	(19.69 ft.)
Interior Side	2 m	(6.56 ft.)
Building Height (maximum)		
Main Building	11 m	(36.09 ft.)
Accessory Building	4.5 m	(14.76 ft.)
Lot Coverage (maximum)	25%	
Floor Area (minimum)	70 m ²	(753.47 sq.ft.)
Floor Area per Accessory Apartment Dwelling (minimum)		
Bachelor Unit	45 m²	(484.37 sq.ft.)
One Bedroom Unit	55 m²	(592.01 sq.ft.)
Two Bedroom Unit	60 m²	(645.83 sq.ft.)
More than 2 Bedroom Unit	65 m²	(699.65 sq.ft.)

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2018-087

Dwelling per lot (maximum) 1

(c) Special Exceptions:

RH1-1

Notwithstanding the provisions of Section 5.6 (a) to the contrary, for the lands zoned RH1-1, the following use shall also be permitted:

Home Industry.

RH1-2

Notwithstanding the provisions of Section 5.6 (b) to the contrary, for the lands zoned RH1-2, the minimum lot frontage shall be 29 metres and the minimum lot area shall be 2,750 square metres.

RH1-3

Notwithstanding the provisions of Section 5.6 (a) to the contrary, for the lands zoned RH1-3, the following use shall also be permitted:

Upholstery shop.

RH1-4

Notwithstanding the provisions of Section 5.6 (a) to the contrary, for the lands zoned RH1-4, the following use shall also be permitted:

Automotive Repair Garage.

RH1-5

Notwithstanding the provisions of Section 5.6 (b) to the contrary, for the lands zoned RH1-5, the maximum height of an accessory building located in a yard adjacent to a water body or adjacent to a water body and Ontario Power Generation lands shall be 3 metres.

RH1-6

Notwithstanding the provisions of Section 3.1.1 to the contrary, for the lands zoned RH1-6, the storage building existing on the date of passing of this By-law shall be permitted to continue prior to the construction of a dwelling.

RH1-7

Notwithstanding the provisions of Section 5.6 (a) to the contrary, for the lands zoned RH1-7, the following use shall also be permitted:

Costume rental business.

RH1-8

Notwithstanding the provisions of Section 5.6 (a) to the contrary, for the lands zoned RH1-8, the following use shall also be permitted:

Agricultural use, small.

BY-LAW
2016-069

RH1-9

Notwithstanding the provision of Section 5.6 (b) (i) to the contrary, for the lands zoned RH1-9, the minimum lot area shall be 2,400 square metres.

BY-LAW
2018-036

RH1-10

Notwithstanding the provisions of Section 5.6 (a) to the contrary, for the lands zoned RH1-10, the minimum lot frontage shall be 8.6 metres.

(d) Holding Zones:

RH1-5-h(1)

Notwithstanding the provisions of Section 4.3 to the contrary, for the lands zoned RH1-5-h, the holding (h) symbol will not be lifted until development has been approved by plan of subdivision or consent.

(e) Temporary Uses:

5.7 Hamlet Private Services Residential - Second (RH2) Zone

(a) Permitted Uses:

BY-LAW
2015-050

- boarding house;
- ~~dwelling, accessory apartment;~~
- dwelling, duplex;
- dwelling, semi-detached;
- dwelling, single detached;
- ~~dwelling, secondary unit;~~
- group home, type 1;
- home-based business.

BY-LAW
2018-087

(b) Zone Requirements:

BY-LAW
2015-050

- (i) For single detached dwelling ~~and accessory apartment dwellings~~ in accordance with the provisions of Section 5.6. Notwithstanding the provisions of this By-Law to the contrary, all *Dwelling, Secondary Units* are subject to the provisions of Section 3.8.

BY-LAW
2018-087(ii) Semi-detached dwelling, Duplex dwelling:

Lot Area (minimum)	4000 m ²	(0.98 ac.)
Lot Frontage (minimum)	45 m	(147.64 ft.)
Yard Requirements (minimum)		
Front	6 m	(19.69 ft.)
Rear	9 7.5 m	(29.53 ft.) (24.61 ft.)
Exterior Side	6 m	(19.69 ft.)
Interior Side	2 m	(6.56 ft.)
Building Height (maximum)		
Main Building	11 m	(36.09 ft.)
Accessory Building	4.5 m	(14.76 ft.)
Lot Coverage (maximum)	25%	
Floor Area (minimum)	70 m ²	(753.47 sq.ft.)
Dwelling per lot (maximum)	1	

BY-LAW
2015-050

- (c) If a semi-detached dwelling, or duplex dwelling, is severed or separated through consent, plan of subdivision or through the lifting of part lot control, the zone requirements continue to apply to the original lot except that no minimum side yard requirement shall apply along the common lot line.

(d) Special Exceptions:

(e) Holding Zones:

(f) Temporary Uses:

5.8 Rural Residential Private Services - First (RR1) Zone

(a) Permitted Uses:

BY-LAW
2018-087

- ~~— dwelling, accessory apartment;~~
- dwelling, single detached;
- dwelling, secondary unit;
- group home, type 1;
- home-based business;
- home industry.

(b) Zone Requirements:

BY-LAW
2018-087

- (i) Notwithstanding the provisions of this By-Law to the contrary, all *Dwelling, Secondary Units* are subject to the provisions of Section 3.8.

- (ii) All other permitted uses:

Lot Area (minimum)	2800 m ²	(0.69ac.)
Lot Frontage (minimum)	30 m	(98.43 ft.)
Yard Requirements (minimum)		
Front	6 m	(19.69 ft.)
Rear	9 m	(29.53 ft.)
Exterior Side	6 m	(19.69 ft.)
Interior Side	2 m	(6.56 ft.)
Building Height (maximum)		
Main Building	11 m	(36.09 ft.)
Accessory Building	4.5 m	(14.76 ft.)
Lot Coverage (maximum)	25%	
Floor Area (minimum)	70 m ²	(753.47 sq.ft.)
Floor Area per Accessory Apartment Dwelling (minimum)		
Bachelor Unit	45 m ²	(484.37 sq.ft.)
One Bedroom Unit	55 m ²	(592.01 sq.ft.)
Two Bedroom Unit	60 m ²	(645.83 sq.ft.)
More than 2 Bedroom Unit	65 m ²	(699.65 sq.ft.)
Dwelling per lot (maximum)	1	

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2018-087

(c) Special Exceptions:

RR1-1

Notwithstanding the provisions of Section 5.8 (a) to the contrary, for the lands zoned RR1-1, only the following use shall be permitted:

Dwelling, Single-Detached.

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2015-050

RR1-2

Notwithstanding the provisions of Section 5.8 (b) to the contrary, for the lands zoned RR1-2, the maximum height of an accessory building located in a yard adjacent to a water body or adjacent to a water body and Ontario Power Generation lands shall be 3 metres.

- (d) Holding Zones:
- (e) Temporary Uses:

5.9 Rural Residential Private Services - Second (RR2) Zone

(a) Permitted Uses:

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2015-050

~~dwelling, accessory apartment;~~

- dwelling, duplex;
- dwelling, semi-detached;
- dwelling, single detached;
- dwelling, secondary unit;
- group home, type 1;
- home-based business;
- home industry.

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2018-087

(b) Zone Requirements:

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2015-050

- (i) For single detached dwellings ~~and accessory apartment dwellings~~ in accordance with the provisions of Section 5.8. Notwithstanding the provisions of this By-Law to the contrary, all *Dwelling, Secondary Units* are subject to the provisions of Section 3.8.

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2018-087

- (ii) Semi-detached dwelling, Duplex dwelling:

Lot Area (minimum)	4000 m ²	(0.98 ac.)
Lot Frontage (minimum)	45 m	(147.64 ft.)
Yard Requirements (minimum)		
Front	6 m	(19.69 ft.)
Rear	9 7.5 m	(29.53 ft.) (24.61 ft.)
Exterior Side	6 m	(19.69 ft.)
Interior Side	2 m	(6.56 ft.)
Building Height (maximum)		
Main Building	11 m	(36.09 ft.)
Accessory Building	4.5 m	(14.76 ft.)
Lot Coverage (maximum)	25%	
Floor Area (minimum)	70 m ²	(753.47 sq. ft.)
Dwelling per lot (maximum)	1	

BY-LAW
2015-050

- (c) If a semi-detached dwelling, or duplex dwelling, is severed or separated through consent, plan of subdivision or through the lifting of part lot control, the zone requirements continue to apply to the original lot except that no minimum side yard requirement shall apply along the common lot line.

(d) Special Exceptions:

(e) Holding Zones:

(f) Temporary Uses:

5.10 Residential Mobile Home Park (RMP) Zone

(a) Permitted Uses:

- dwelling, accessory;
- mobile home park.

(b) Zone Requirements:

(i) Mobile Home Park:

Lot Area (minimum)	4 ha	(9.88 ac.)
Lot Frontage (minimum)	100 m	(328.08 ft.)
Yard Requirements (minimum)		
Front	20 m	(65.62 ft.)
Rear	25 m	(82.02 ft.)
Exterior Side	10 m	(32.81 ft.)
Interior Side	10 m	(32.81 ft.)
Landscaped Open Space	5%	

(ii) Mobile Home Site:

Site Area (minimum)	460 m ²	(4951.40 ft.)
Site Frontage (minimum)	23 m	(75.46 ft.)
Yard Requirements (minimum)		
Front	3.5 m	(11.48 ft.)
Rear	1.5 m	(4.92 ft.)
Exterior Side	3 m	(9.84 ft.)
Interior Side	3 m	(9.84 ft.)
Building Height (maximum)	5 m	(16.4 ft.)
Site Coverage (maximum)	50%	
Floor Area per Mobile Home (minimum)	55.0 m ²	(592.01 sq.ft)
Mobile Homes per Site	1	

(iii) Accessory Dwelling:

Site Area (minimum)	2100 m ²	(22604.21 sq.ft)
Lot Frontage (minimum)	30 m	(98.43 ft.)
Yard Requirements (minimum)		
Front	7.5 m	(24.61 ft.)
Rear	10 m	(32.81 ft.)
Exterior Side	4.5 m	(14.76 ft.)
Interior Side	4.5 m	(14.76 ft.)
Building Height (maximum)	5 m	
Lot Coverage (maximum)	30%	
Dwelling Unit Area (minimum)	60 m ²	(645.83 sq.ft)

- (iv) Accessory Building Height (maximum) 4.5 m (14.75 ft.)

- (c) Special Exceptions:

RMP-1

Notwithstanding the provisions of Section 5.10 (b) to the contrary, for the lands zoned RMP-1, the minimum lot area shall be 18,200 square metres (1.84 hectares) and the maximum number of mobile homes permitted per site shall be 12.

- (d) Holding Zones:

- (e) Temporary Uses:

5.11 Additional Provisions for Residential Zones

(a) Commercial Vehicle Parking:

A parking space or parking lot shall not be used for the parking or storage of commercial vehicles within any Residential Zone. A commercial vehicle may be parked temporarily for the delivery of goods, wares and merchandise.

Notwithstanding the above, Commercial Vehicle Parking will be permitted in association with a home-based business or a home industry.

(b) Other General Provisions:

Other general provisions shall be in accordance with Section 3 of this By-law.

SECTION 6: COMMERCIAL ZONES

No person shall hereafter use any lands nor erect, alter, enlarge or use any building or structure in a Commercial Zone except in accordance with the provisions of this Section and of any other relevant Sections of this By-law.

6.1 General Commercial (CG) Zone

(a) Permitted Uses:

- animal hospital;
- art gallery;
- artist's studio;
- automotive store;
- bake shop;
- bar;
- business training centre;
- catering establishment;
- clinic;
- club, non-profit;
- convenience store;
- day nursery, licensed;
- dressmaker/tailor shop;
- dry cleaning or laundry outlet;
- dwelling unit, accessory;
- farmer's market;
- financial institution;
- funeral home;
- gasoline bar;
- laundromat;
- office, business or professional;
- outdoor commercial patio;
- parking lot, public;
- personal service establishment;
- pet shop;
- place of amusement;
- recreational commercial establishment;
- restaurant;
- restaurant, take-out;
- retail store;
- school, commercial;
- secondhand shop;
- service or repair shop;
- shopping centre;
- taxi dispatch establishment;
- theatre;
- video rental outlet.

(b) Zone Requirements:

(i) Development on private or partial services (municipal water or sanitary sewers)

Lot Area (minimum)	2000 m ²	(21,527.82 sq.ft.)
Lot Frontage (minimum)	30 m	(98.43 ft.)
Yard Requirements (minimum)		
Front	8 m	(26.25 ft.)
Rear	6 m	(19.69 ft.)
Exterior Side	6 m	(19.69 ft.)
Interior Side	6 m	(19.69 ft.)
Building Height (maximum)		
Main Building	11 m	(36.09 ft.)
Accessory Building	6 m	(19.69 ft.)
Lot Coverage (maximum)	25%	
Dwelling Units Accessory per Lot (maximum)	1	
Dwelling Unit Area (minimum)	60 m ² plus 12 m ²	(645.83 sq.ft.) (129.17 sq.ft.) for each bedroom beyond one (1)

(ii) Development on full services (municipal water and sanitary sewers)

Lot Area (minimum)	1000 m ²	(10763.91 sq.ft.)
Lot Frontage (minimum)	20 m	(65.62 ft.)
Yard Requirements (minimum)		
Front	8 m	(26.25 ft.)
Rear	6 m	(19.69 ft.)
Exterior Side	6 m	(19.69 ft.)
Interior Side	6 m	(19.69 ft.)
Building Height (maximum)		
Main Building	11 m	(36.09 ft.)
Accessory Building	6 m	(19.69 ft.)
Lot Coverage (maximum)	75%	
Dwelling Units Accessory per Lot (maximum)	1	
Dwelling Unit Area (minimum)	60 m ² plus 12 m ²	(645.83 sq.ft.) (129.17 sq.ft.) for each bedroom beyond one (1)

- (c) If a commercial use is severed or separated through consent, plan of subdivision or through the lifting of part lot control, the zone requirements continue to apply to the original lot except that no minimum side yard requirement shall apply along the common lot line.

- (d) Special Exceptions:

CG-1

Notwithstanding the provisions of Section 6.1 (a) to the contrary, for the lands zoned CG-1, the following use shall also be permitted:

Dwelling, Single-detached.

CG-2

Notwithstanding the provisions of Section 6.1 (a) to the contrary, for the lands zoned CG-2, only the following uses shall be permitted:

Automotive Store,
Restaurant, Take-out.

CG-3

Notwithstanding the provisions of Section 6.1 (b) to the contrary, for the lands zoned CG-3, the minimum required front yard shall be 0 metres.

CG-4

Notwithstanding the provisions of Section 6.1 (b) to the contrary, for the lands zoned CG-4, the minimum required lot area is 1,150 square metres and the minimum required front yard is 7.5 metres.

CG-5

Reserve for future use.

CG-6

Notwithstanding the provisions of Section 6.1 (a) to the contrary, for the lands zoned CG-6, the two existing rental dwelling units shall also be permitted.

Notwithstanding the provisions of Section 6.1 (b) to the contrary, for the lands zoned CG-6, the maximum number of dwelling units per lot shall be 3.

CG-7

Notwithstanding the provisions of Section 3.23 to the contrary, for the lands zoned CG-7, the maximum number of required parking spaces for a clinic shall be 7.

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2015-103

CG-8

Notwithstanding the provisions of Section 6.1 (a) to the contrary, for the lands zoned CG-8, the following uses shall also be permitted:

Building Supply Store;
Furniture and Home Improvement Centre;
Garden Centre;
Lumber Yard with accessory open storage.

For the yards immediately abutting Maple Street and SDG County Road 14, a minimum of 3 metres (9.84 ft.) shall be landscaped open space, combined with screening 2 metres (6.56 ft.) in height, or as otherwise approved in the site plan control agreement.

BY-LAW
2016-031

CG-9

Notwithstanding the provisions of Section 6.1 (a) to the contrary, for the lands zoned CG-9, the following use shall also be permitted:

Micro-Brewery.

Notwithstanding the provisions of Section 6.1 (b) to the contrary, for the lands zoned CG-9, the minimum required front yard shall be 0 metres.

- (e) Holding Zones:
- (f) Temporary Zones:

6.2 Highway Commercial (CH) Zone

(a) Permitted uses:

- agricultural machinery sales and service;
- animal hospital;
- art gallery;
- artist's studio;
- auction sales establishment;
- automobile body shop accessory to automobile sales and rental establishment;
- automobile rental establishment;
- automobile repair garage;
- automobile sales or rental establishment;
- automobile service station;
- automotive store;
- bar;
- bingo hall;
- box retail;
- building supply store;
- business training centre;
- cardlock establishment
- car washing establishment;
- catering establishment;
- ~~clinic~~;
- convenience store;
- dwelling, accessory;
- dwelling unit, accessory;
- equipment rental establishment - domestic
- farm equipment sales and service
- farm supply establishment;
- farmer's market;
- financial institution;
- flea market;
- funeral home;
- furniture and home improvement centre;
- garden centre;
- garden nursery;
- gasoline bar;
- greenhouse, commercial;
- laundromat;
- lumber yard;
- micro-brewery;
- mini warehouse and storage;
- office, business or professional;
- ~~open storage~~;
- outdoor commercial patio;
- parking lot, public;
- personal service establishment;
- printing and publishing establishment;

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2019-095

- produce stand;
- recreational vehicle sales, rental and storage establishment;
- restaurant;
- restaurant take-out;
- retail store;
- school, commercial;
- secondhand shop;
- service or repair shop;
- shopping centre;
- taxi dispatch establishment;
- tourist establishment;
- ~~transportation depot;~~
- veterinary establishment;
- video rental outlet.

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2019-095

(b) Zone Requirements:

(i) Development on private or partial services (municipal water or sanitary sewers)

Lot Area (minimum)	2000 m ²	(21,527.82 sq.ft.)
Lot Frontage (minimum)	30 m	(98.43 ft.)
Yard Requirements (minimum)		
Front	8 m	(26.25 ft.)
Rear	6 m	(19.69 ft.)
Exterior Side	6 m	(19.69 ft.)
Interior Side	6 m	(19.69 ft.)
Building Height (maximum)		
Main Building	11 m	(36.09 ft.)
Accessory Building	6 m	(19.69 ft.)
Lot Coverage (maximum)	20%	
Accessory Dwelling or Accessory Dwelling Units Per Lot (maximum)	1	

(ii) Development on full services (municipal water and sanitary sewers)

Lot Area (minimum)	1000 m ²	(10,763.91 sq.ft.)
Lot Frontage (minimum)	20 m	(65.62 ft.)
Yard Requirements (minimum)		
Front	8 m	(26.25 ft.)
Rear	6 m	(19.69 ft.)
Exterior Side	6 m	(19.69 ft.)
Interior Side	6 m	(19.69 ft.)
Building Height (maximum)		
Main Building	11 m	(36.09 ft.)
Accessory Building	6 m	(19.69 ft.)
Lot Coverage (maximum)	40%	
Accessory Dwelling or Accessory		

Dwelling Units Per Lot (maximum) 1

- (c) If a commercial use is severed or separated through consent, plan of subdivision or through the lifting of part lot control, the zone requirements continue to apply to the original lot except that no minimum side yard requirement shall apply along the common lot line.
- (d) Special Exceptions:

CH-1

Notwithstanding the provisions of Section 3.29 to the contrary, for the lands zoned CH-1, the minimum geodetic grade elevation shall be 61 metres and the minimum geodetic basement floor elevation shall be 60 metres.”

CH-2

Notwithstanding the provisions of Section 6.2 (a) to the contrary, for the lands zoned CH-2, the following uses shall also be permitted:

Equipment and Vehicle Storage Yard – Industrial;
Equipment Sales Establishment – Industrial;
Equipment Service and Repair Establishment – Industrial;

Notwithstanding the provisions of Section 6.2 (b) to the contrary, for the lands zoned CH-2, the minimum lot frontage shall be 27 metres.

Notwithstanding the provisions of Section 3.29 to the contrary, for the lands zoned CH-2, the minimum geodetic grade elevation shall be 61 metres and the minimum geodetic basement floor elevation shall be 60 metres.

CH-3

Notwithstanding the provisions of Section 6.2 (a) to the contrary, for the lands zoned CH-3, the following uses shall also be permitted:

Equipment and Vehicle Storage Yard – Industrial;
Equipment Sales Establishment – Industrial;
Equipment Service and Repair Establishment – Industrial;

Notwithstanding the provisions of Section 6.2 (a) to the contrary, for the lands zoned CH-3, the following uses shall not be permitted:

Gasoline Bar;
Automobile Service Station;
Tourist Lodging Establishment;
Bar.

Notwithstanding the provisions of Section 6.2 (b) to the contrary, for the lands zoned CH-3, the minimum lot frontage shall be 27 metres. Notwithstanding the provisions of Section 3.29 to the contrary, for the lands zoned CH-2, the minimum geodetic grade elevation shall be 61 metres and the minimum geodetic basement floor elevation shall be 60 metres.

CH-4

Notwithstanding the provisions of Section 6.2 (a) to the contrary, for the lands zoned CH-4, no buildings shall be permitted.

CH-5

Notwithstanding the provisions of Section 6.2 (a) to the contrary, for the lands zoned CH-5, the following use shall also be permitted:

Contractor's Shop or Yard.

CH-6

Notwithstanding the provisions of Section 6.2 (b) to the contrary, for the lands zoned CH-6, minimum lot frontage shall be 22.8 metres and the buildings existing on the date of passing of this By-law are deemed to conform to the required setbacks.

CH-7

Notwithstanding the provisions of Section 6.2 (a) to the contrary, for the lands zoned CH-7, the following uses shall not be permitted:

Automotive Repair Garage;
Automobile Service Station;
Gasoline Bar.
Warehouse.

CH-8

Notwithstanding the definition of flea market and the provisions of Section 6.2 (a) to the contrary, for the lands zoned CH-8, the following use shall also be permitted:

Flea Market within a building.

CH-9

Notwithstanding the provisions of Section 6.2 (a) to the contrary, for the lands zoned CH-9, the following use shall also be permitted:

Dwelling, Single-detached;

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Dwelling, Semi-detached.

CH-10

Notwithstanding the provisions of Section 6.2 (a) to the contrary, for the lands zoned CH-10, only the following uses shall be permitted:

Furniture and Home Improvement Centre;
Dwelling, Accessory;
Dwelling unit, Accessory.

Notwithstanding the provisions of Section 6.2 (b) to the contrary, for the lands zoned CH-10, the maximum gross floor area for a Furniture and Home Improvement Centre shall not exceed 771 square metres.

CH-11

Notwithstanding the provisions of Section 6.2 (a) to the contrary, for the lands zoned CH-11, the following uses shall also be permitted:

Dune Buggy Trail Operation;
Recreation Commercial Establishment.

CH-12

Notwithstanding the provisions of Section 3.20 (a) to the contrary, for the lands zoned CH-12, open storage of recreational vehicles shall be allow in the minimum front and minimum exterior side yard.

CH-13

Notwithstanding the provisions of Section 6.2 (b) to the contrary, for the lands zoned CH-13, the minimum lot area shall be 1,600 square metres.

CH-14

Notwithstanding the provisions of Section 6.2 (a) to the contrary, for the lands zoned CH-14, the following use shall also be permitted:

School, Commercial;
Equipment Rental Establishment – Industrial;
Clinic.

CH-15

Notwithstanding the provisions of Section 6.2 (a) to the contrary, for the lands zoned CH-15, the following use shall also be permitted:

Recreational Commercial Establishment.

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BY-LAW
2018-046

BY-LAW
2012-047

BY-LAW
2014-092

CH-16

Notwithstanding the provisions of Section 2 to the contrary, for the lands zoned CH-16, the sales office is located at 15579 SDG County Road 18.

BY-LAW
2017-082

CH-17

Notwithstanding the provisions of Section 6.2 (a) to the contrary, for the lands zoned CH-17, the following use shall not be permitted:

Automobile Service Station;
Gasoline Bar;
Warehouse;
Clinic;
Workshop.

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2019-095

The use of any land, buildings or structures for an automotive repair garage (including accessory uses) or other uses involving the repair of vehicles is prohibited south of the Township sewer easement located at 52R-7087, Parts 1 to 3;

No land, buildings or structures may be used for automotive repair garages (including accessory uses) or other uses involving the repair of vehicles unless the Township of South Stormont has approved a site plan application for the proposed use.

(e) Holding Zones:

CH-h

Notwithstanding the provisions of Section 4.3 to the contrary, for the lands zoned CH-h, the holding (h) symbol will not be lifted until Municipal services are available to the site.

(f) Temporary Zones:

6.3 Tourist Commercial (CT) Zone

(a) Permitted Uses:

- art gallery;
- artist's studio;
- assembly hall;
- campground, tourist;
- drive-in theatre;
- dwelling, accessory;
- dwelling unit, accessory;
- dwelling, park model trailer in association with campground, tourist;
- gasoline bar;
- golf course;
- golf, mini;
- marina;
- museum;
- ~~open storage;~~
- outdoor commercial patio;
- personal service establishment;
- place of amusement;
- recreational commercial establishment;
- restaurant;
- restaurant, take-out;
- retail tourist gift/craft shop;
- seasonal camp;
- theatre;
- tourist establishment.

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2015-050

(b) Zone Requirements:

(i) Campground, Tourist

Lot Area (minimum)	4 ha	(9.88 acres)
Lot Frontage (minimum)	60 m	(196.85 ft.)
Yard Requirements (minimum)		
Front	10 m	(32.81 ft.)
Rear	10 m	(32.81 ft.)
Exterior Side	10 m	(32.81 ft.)
Interior Side	5 m	(16.4 ft.)
Building Height (maximum)	11 m	(36.09 ft.)
Accessory Building Height	6 m	(19.96 ft.)
Accessory Dwelling or Accessory Dwelling Units Per Lot (maximum)	1	
Density (maximum)	25 campsites per ha	

(ii) Other Uses:

Lot Area (minimum)	4000 m ²	(43,055.64 sq. ft.)
Lot Frontage (minimum)	45 m	(147.64 ft.)
Yard Requirements		
Front	10 m	(32.81 ft.)
Rear	10 m	(32.81 ft.)
Exterior Side	10 m	(32.81 ft.)
Interior Side	5 m	(16.4 ft.)
Building Height (maximum)	11 m	(36.09 ft.)
Accessory Building Height	6 m	(19.69 ft.)
Lot Coverage (maximum)	20%	
Accessory dwelling or Accessory Dwelling Units Per Lot (maximum)	1	

- (c) If a commercial use is severed or separated through consent, plan of subdivision or through the lifting of part lot control, the zone requirements continue to apply to the original lot except that no minimum side yard requirement shall apply along the common lot line.

- (d) Special Exceptions:

CT-1

Notwithstanding the provisions of Section 6.3 (a) to the contrary, for the lands zoned CT-1, the following uses shall not be permitted:

Dwelling, Accessory;
Dwelling Unit, Accessory;
Dwelling, park model trailer in association with campground, tourist
Tourist Lodging Establishment;
Seasonal Camp;
Campground, Touristing Area.

CT-2

Notwithstanding the provisions of Section 6.3 (a) to the contrary, for the lands zoned CT-2, the following use shall also be permitted:

Motor Speedway.

CT-3

Notwithstanding the provisions of Section 6.3 (a) to the contrary, for the lands zoned CT-3, the following uses shall also be permitted:

Adventure games;
Mini-warehouse and storage.

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(e) Holding Zones:

(f) Temporary Zones:

6.4 Recreation Commercial (CR) Zone**(a) Permitted Uses:**

- art gallery;
- artist's studio;
- assembly hall;
- campground, recreational;
- club, non-profit;
- drive-in theatre;
- dwelling, accessory;
- dwelling unit, accessory;
- golf course;
- golf, mini;
- marina;
- ~~open storage;~~
- outdoor recreational facility;
- restaurant, take-out;
- recreational commercial establishment;
- seasonal camp;
- theatre.

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2015-050

(b) Zone Requirements:**(i) Campground, Recreational:**

Lot Area (minimum)	4 ha	(9.88 acres)
Lot Frontage (minimum)	60 m	(196.85 ft.)
Yard Requirements (minimum)		
All	10 m	(32.81 ft.)
Building Height (maximum)	12 m	(39.37 ft.)
Accessory Building Height	6 m	(19.69 ft.)
Density (maximum)	25 campsites per ha	
Accessory Dwelling or Accessory Dwelling Units per Lot (maximum)	1	

(ii) Other Uses:

Lot Area (minimum)	4000 m ²	(1 acres)
Lot Frontage (minimum)	45 m	(147.64 ft.)
Yard Requirements (minimum)	10 m	(32.81 ft.)
Building Height (maximum)		
Main Building	12 m	(39.37 ft.)
Accessory Building	6 m	(19.69 ft.)
Lot Coverage (maximum)	25%	
Accessory Dwelling or Accessory Dwelling Units per Lot (maximum)	1	

- (c) If a commercial use is severed or separated through consent, plan of subdivision or through the lifting of part lot control, the zone requirements continue to apply to the original lot except that no minimum side yard requirement shall apply along the common lot line.
- (d) Special Exceptions:
- (e) Holding Zones:
- (f) Temporary Zones:

6.5 Additional Provisions for Commercial Zones

(a) Increased Yard Requirements:

- (i) Where a General Commercial zoned property abuts a Residential or Institutional zoned property, the minimum side yard requirement on the abutting side shall be increased to 7.5 metres (24.61 ft.) and the minimum rear yard requirement shall be increased to 10.5 metres (34.45 ft.) of which 3 metres (9.84 ft.) shall be landscaped open space.
- (ii) Where a Highway Commercial, Tourist Commercial or Recreational Commercial zoned property abuts a Residential or Institutional zoned property, the minimum side yard requirements on the abutting side shall be increased to 12 metres (39.37 ft.) and minimum rear yard shall be increased to 15 metres (49.21 ft.) of which 3 metres (9.84 ft.) shall be landscaped open space. In the case of a tent and trailer park, the landscaped open space shall be either 30 metres (98.43 ft.) in depth or 6 metres (19.69 ft.) in depth combined with screening 2 metres (6.56 ft.) in height in accordance with site plan control.

(b) Other General Provisions:

Other general provisions shall be in accordance with Section 3 of this By-law.

SECTION 7: INDUSTRIAL ZONES

No person shall hereafter use any lands nor erect, alter, enlarge or use any building or structure in an Industrial Zone except in accordance with the provisions of this Section and of any other relevant Sections of this By-law.

7.1 Light Industrial (ML) Zone

(a) Permitted Uses:

- automobile sales and rental establishment;
- automobile rental establishment;
- automotive store;
- bakery;
- box retail;
- broadcasting studio;
- cannabis production and processing;
- car washing establishment;
- clinic;
- convenience store;
- dry cleaning or laundry outlet;
- equipment rental establishment – domestic;
- financial institution;
- furniture and home improvement centre;
- industrial use, Class 1 Industry;
- micro-brewery;
- mini warehouse and storage;
- office, professional or business;
- personal service establishment;
- place of assembly;
- printing and publishing establishment;
- recreational commercial establishment;
- research and development centre;
- restaurant;
- restaurant, take-out;
- school, commercial;
- service or repair shop;
- training centre;
- veterinary establishment;
- warehouse;
- workshop;
- accessory uses such as a cafeteria, an office, a factory outlet and a retail store.

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(b) Zone Requirements:

(i) Development on private or partial services (municipal water or sanitary sewers):

Lot Area (minimum)	2000 m ²	(0.5 acres)
Lot Frontage (minimum)	30 m	(98.43 ft.)
Yard Requirements (minimum)		
Front	10 m	(32.81 ft.)
Rear	10 m	(32.81 ft.)
Exterior Side	10 m	(32.81 ft.)
Interior Side	5 m	(16.4 ft.)
Building Height (maximum)	15 m	(49.21 ft.)
Accessory Building	6.0 m	(19.69 ft.)
Lot Coverage (maximum)	30%	

(ii) Development on full services (municipal water and sanitary sewers)

Lot Area (minimum)	1000 m ²	(10,763.91 sq.ft.)
Lot Frontage (minimum)	20 m	(65.62 ft.)
Yard Requirements (minimum)		
Front	7.5 m	(24.61 ft.)
Rear	7.5 m	(24.61 ft.)
Exterior Side	7.5 m	(24.61 ft.)
Interior Side	3 m	(9.84 ft.)
Building Height (maximum)	15 m	(49.21 ft.)
Accessory Building	6 m	(19.69 ft.)
Lot Coverage (maximum)	40%	

(c) If an industrial use is severed or separated through consent, plan of subdivision or through the lifting of part lot control, the zone requirements continue to apply to the original lot except that no minimum side yard requirement shall apply along the common lot line.

(d) Special Exceptions:

(e) Holding Zones:

(f) Temporary Zones:

7.2 General Industrial (MM) Zone

(a) Permitted Uses:

- automobile body shop;
- automobile repair garage;
- automobile service station;
- bakery;
- building supply store;
- cannabis production and processing;
- cardlock establishment;
- contractor's shop or yard or shop;
- concrete batching plant;
- dry cleaning or laundry plant;
- equipment rental establishment – industrial;
- equipment sales establishment – industrial;
- equipment service and repair establishment – industrial;
- equipment vehicle storage yard – industrial;
- fuel depot, bulk;
- gasoline bar;
- industrial use, class 1 industry and class 2 industry;
- impound yard;
- lumber yard;
- mini warehouse and storage;
- monument sales and manufacturing;
- ~~open storage~~;
- transportation terminal;
- warehouse;
- workshop;
- accessory uses such as a cafeteria, an office, a factory outlet and a retail store.

BY-LAW
2018-079

BY-LAW
2015-050

(b) Zone Requirements:

(i) Development on private or partial services (municipal water or sanitary sewers)

Lot Area (minimum)	2000 m ²	(0.5 acres)
Lot Frontage (minimum)	30 m	(98.43 ft.)
Yard Requirements (minimum)		
Front	10 m	(32.81 ft.)
Rear	10 m	(32.81 ft.)
Exterior Side	10 m	(32.81 ft.)
Interior Side	5 m	(16.4 ft.)
Building Height (maximum)		
Main Building	15 m	(49.21 ft.)
Accessory Building	6 m	(19.69 ft.)
Lot Coverage (maximum)	30%	

- (ii) Development on full services (municipal water and sanitary sewers)

Lot Area (minimum)	1000 m ²	(5005.2 sq.ft.)
Lot Frontage (minimum)	20 m	(49.21 ft.)
Yard Requirements (minimum)		
Front	7.5 m	(24.61 ft.)
Rear	7.5 m	(24.61 ft.)
Exterior Side	7.5 m	(24.61 ft.)
Interior Side	3 m	(9.84 ft.)
Building Height (maximum)	15 m	(49.21 ft.)
Accessory Building	6 m	(19.69 ft.)
Lot Coverage (maximum)	40%	

- (c) If an industrial use is severed or separated through consent, plan of subdivision or through the lifting of part lot control, the zone requirements continue to apply to the original lot except that no minimum side yard requirement shall apply along the common lot line.

- (d) Special Exceptions:

MM-1

Notwithstanding the provisions of Section 7.2 (a) to the contrary, for the lands zoned MM-1, the following uses shall not be permitted:

Automobile Body Shop;
Contractor's Shop or Yard;
Fuel Depot, Bulk.

MM-2

Notwithstanding the provisions of Section 7.2 (a) to the contrary, for the lands zoned MM-2, only the following uses shall be permitted:

~~Vehicle and cable equipment storage facility;~~
~~Dwelling Unit, Accessory.~~
Workshop;
Dwelling, Accessory.

MM-3

Notwithstanding the provisions of Section 7.2 (a) to the contrary, for the lands zoned MM-3, the following use shall also be permitted:

Office, Business or Professional.

MM-4

Notwithstanding the provisions of Section 7.2 (a) to the contrary, for the lands zoned MM-4, only the following uses shall be permitted:

Contractor's Shop or Yard;
Transportation Terminal.

Notwithstanding the provisions of Section 7.2 (b) to the contrary, for the lands zoned MM-4, the buildings existing on the date of passing of this By-law are deemed to conform to the required setbacks.

MM-5

Notwithstanding the provisions of Section 7.2 (a) to the contrary, for the lands zoned MM-5, the following use shall also be permitted:

Retail Steel Sales.

MM-6

Notwithstanding the provisions of Section 7.2 (a) to the contrary, for the lands zoned MM-6, the following use shall also be permitted:

Winery.

MM-7

Notwithstanding the provisions of Section 7.2 (a) to the contrary, for the lands zoned MM-7, the following use shall also be permitted:

Automobile Sales and Rental Establishment.

- (e) Holding Zones:

MM-1-h

Notwithstanding the provisions of Section 4.3 to the contrary, for the lands zoned MM-h-1, the holding (h) symbol will not be lifted until Municipal services are available to the site.

- (f) Temporary Zones:

BY-LAW
2012-097

7.3 Heavy Industrial (MH) Zone**(a) Permitted Uses:**BY-LAW
2018-079

- bakery;
- cannabis production and processing;
- industrial use, class 2 industry and class 3 industry;
- transportation terminal;
- warehouse;
- accessory uses such as a cafeteria, an office.

(b) Zone Requirements:**(i) Development on private or partial services (municipal water or sanitary sewers):**

Lot Area (minimum)	1 ha	(2.5 acres)
Lot Frontage (minimum)	60 m	(196.85 ft.)
Yard Requirements (minimum)		
Front	12 m	(39.37 ft.)
Rear	12 m	(39.37 ft.)
Exterior Side	12 m	(39.37 ft.)
Interior Side	7.5 m	(24.61 ft.)
Building Height (maximum)	15 m	(49.21 ft.)
Accessory Building	6 m	(19.69 ft.)
Lot Coverage (maximum)	20%	

(ii) Development on full services (municipal water and sanitary sewers)

Lot Area (minimum)	1000 m ²	(5005.22 sq.ft.)
Lot Frontage (minimum)	20 m	(49.21 ft.)
Yard Requirements (minimum)		
Front	7.5 m	(24.61 ft.)
Rear	7.5 m	(24.61 ft.)
Exterior Side	7.5 m	(24.61 ft.)
Interior Side	3 m	(9.84 ft.)
Building Height (maximum)	15 m	(49.21 ft.)
Accessory Building	6 m	(19.69 ft.)
Lot Coverage (maximum)	40%	

(c) If an industrial use is severed or separated through consent, plan of subdivision or through the lifting of part lot control, the zone requirements continue to apply to the original lot except that no minimum side yard requirement shall apply along the common lot line.

- (d) Special Exceptions:

MH-1

Notwithstanding the provisions of Section 7.3 (a) to the contrary, for the lands zoned MH-1, the following uses shall not be permitted:

Automobile Body Shop;
Contractor's Shop or Yard;
Fuel Depot, Bulk.

- (e) Holding Zones:

MH-1-h

Notwithstanding the provisions of Section 4.3 to the contrary, for the lands zoned MH-1-h, the holding (h) symbol will not be lifted until Municipal services are available to the site.

- (f) Temporary Zones:

7.4 Rural Industrial (MR) Zone

(a) Permitted uses:

BY-LAW
2018-079

BY-LAW
2015-050

BY-LAW
2015-050

- abattoir;
- automotive body shop;
- automobile repair garage;
- building supply store;
- cannabis production and processing;
- cardlock establishment;
- contractor's shop or yard or shop;
- dwelling, accessory;
- dwelling unit, accessory;
- equipment rental establishment – industrial;
- equipment sales establishment – industrial;
- equipment service and repair establishment – industrial;
- equipment vehicle storage yard – industrial;
- farm equipment sales and service;
- farm supply establishment;
- fuel depot, bulk;
- garden centre;
- garden nursery;
- industrial uses, Class 1 Industry and Class 2 Industry;
- impound yard;
- livestock sales outlet;
- lumber yard;
- mini warehouse and storage;
- monument sales and manufacturing;
- open storage;
- printing and publishing establishment;
- sawmill;
- sawmill, portable;
- transportation depot;
- transportation terminal;
- warehouse;
- workshop;
- accessory uses such as a cafeteria, an office, a factory outlet and a retail store.

(b) Zone Requirements:

Lot Area (minimum)	4000 m ²	(0.98 acres)
Lot Frontage (minimum)	45 m	(147.64 ft.)
Yard Requirements (minimum)		
Front	15 m	(49.21 ft.)
Side	9 m	(29.53 ft.)
Rear	12 m	(39.37 ft.)
Lot Coverage (maximum)	30%	
Building Height (maximum)		
Main Building	15 m	(49.21 ft.)
Accessory Building	6 m	(19.69 ft.)
Accessory Dwelling or Accessory Dwelling Units Per Lot (maximum)	1	

(c) Special Exceptions:

MR-1

Notwithstanding the provisions of Section 7.4 (a) to the contrary, for the lands zoned MR-1, only the following uses shall be permitted:

Automobile Sales or Rental Establishment;
 Automotive Repair Garage;
 Equipment Service and Repair Establishment – Industrial;
 Equipment and Vehicle Storage Yard – Industrial;
 Open Storage;
 Transportation Depot;
 Warehouse;
 Workshop;
~~Dwelling, Accessory Apartment;~~
 Contractor's Shop or Yard;
 Office, Business or Professional;
 Mini Warehouse and Storage
 Home-Based Business
 Existing Dwelling Unit (2)
 Accessory uses to the foregoing.

BY-LAW
2014-007

Notwithstanding the provisions of Section 7.4 (b) to the contrary, for the lands zoned MR-1, the maximum number of ~~accessory dwelling~~
~~apartments~~ ~~dwelling units~~ is 2.

BY-LAW
2014-007

MR-2

Notwithstanding the provisions of Section 7.4 (a) to the contrary, for the lands zoned MR-2, the following uses shall not be permitted:

Abattoir;
 Fuel Depot, Bulk.

MR-3

Notwithstanding the provisions of Section 7.4 (a) to the contrary, for the lands zoned MR-3, only the following uses shall be permitted:

Dwelling, Accessory;
Workshop;
Accessory uses to the foregoing.

MR-4

Notwithstanding the provisions of Section 7.4 (a) to the contrary, for the lands zoned MR-4, only the following uses shall be permitted:

Equipment and Vehicle Storage Yard – Industrial;
Garden Centre;
Lumber Yard.

MR-5

Notwithstanding the provisions of Section 7.4 (a) to the contrary, for the lands zoned MR-5, the following uses shall also be permitted:

Transfer Station,
Household Hazardous Waste Depot.

BY-LAW
2013-073

MR-6

Notwithstanding the provisions of Section 7.4 (c) to the contrary, for the lands zoned MR-6, the following uses shall also be permitted:

Storage of Recreational Vehicles.

BY-LAW
2015-123

MR-7

Notwithstanding the provisions of Section 7.4 (a) to the contrary, for the lands zoned MR-7, only the following uses shall be permitted:

Workshop;
Automotive body shop;
Contractor's shop or yard;
Dwelling, accessory;
Equipment service and repair establishment – industrial.

(d) Holding Zones:

(e) Temporary Zones:

7.5 Additional Provisions for Industrial Zones

(a) Accessory Dwellings:

- (i) Accessory dwellings which are not connected to piped municipal sewer and water services shall conform to the requirements of the RH1 Zone for single dwellings. Those which are connected by a single service shall conform to RSS1 requirements and those which are connected with full municipal services shall conform to the RS1 requirements.
- (ii) Accessory dwelling units shall have a minimum floor area of 60 m² (645.83 sq.ft.).

(b) Increased Yard Requirements:

- (i) Where any General Industrial or Heavy Industrial Zoned property abuts a Residential Zoned property, the abutting yard shall be 15 m (49.21 ft.) or 1.5 times the height of the building whichever is greater
- (ii) Where a Light Industrial or Rural Industrial Zoned property abuts a Residential or Institutional Zoned property, the minimum yard requirement of the abutting yard shall be increased to 10 metres (32.81 ft.) of which 3 metres (9.84 ft.) shall be landscaped open space.

(c) Fencing:

All lots shall be fenced to a depth of 45 metres (147.64 ft.) from the street line along the side lot line with a maximum height of 2.4 metres (7.87 ft.). Notwithstanding the foregoing, fencing requirements may be omitted if approved by Site Plan Control. .

(d) Other General Provisions:

Other general provisions shall be in accordance with Section 3 of this By-law.

SECTION 8: INSTITUTIONAL ZONES

No person shall hereafter use any lands nor erect, alter, enlarge or use any building or structure in an Institutional Zone except in accordance with the provisions of this Section or of any other relevant Sections of this By-law.

8.1 Institutional (I) Zone

(a) Permitted Uses:

- assembly hall;
- cemetery;
- clinic;
- club, non-profit;
- day nursery, licensed;
- dwelling, accessory;
- dwelling unit, accessory;
- fairground;
- hospice;
- hospital;
- institution;
- museum;
- nursing home;
- outdoor recreational facility
- park
- parking lot, public;
- place of worship;
- school.

BY-LAW
2017-068

BY-LAW
2015-050

(b) Zone Requirements:

(i) Development on private or partial services (municipal water or sanitary sewers)

Lot Area (minimum)	2000 m ²	(0.5 acres)
Lot Frontage (minimum)	30 m	(98.43 ft.)
Yard Requirements (minimum)		
Front	8 m	(26.25 ft.)
Rear	8 m	(26.25 ft.)
Exterior Side	6 m	(19.69 ft.)
Interior Side	6 m	(19.69 ft.)
Building Height (maximum)		
Main Building	20 m	(65.69 ft.)
Accessory Building	5 m	(16.4 ft.)
Lot Coverage (maximum)	30%	
Dwelling Units per Lot (maximum)	1	

- (ii) Development on full services (municipal water and sanitary sewers)

Lot Area (minimum)	1000 m ²	(10,764.2 sq.ft.)
Lot Frontage (minimum)	20 m	(65.62 ft.)
Yard Requirements (minimum)		
Front	8 m	(26.25 ft.)
Rear	8 m	(19.69 ft.)
Exterior Side	6 m	(19.69 ft.)
Interior Side	6 m	(19.69 ft.)
Building Height (maximum)		
Main Building	20 m	(39.37 ft.)
Accessory Building	6 m	(19.69 ft.)
Lot Coverage (maximum)	75%	
Dwelling Units per Lot (maximum)	1	

- (c) Special Exceptions:

I-1

Notwithstanding the provisions of Section 8.1 (b) to the contrary, for the lands zoned I-1, the minimum interior side yard on the south side of the lot shall be 1.5 metres.

I-2

Notwithstanding the provisions of Section 8.1 (b) to the contrary, for the lands zoned I-2, the required minimum yard adjacent to a residential use shall be 8 metres and any new buildings will be limited in height to the highest roofline of the existing building on the property.

I-3

Notwithstanding the provisions of Section 8.1 (a) to the contrary, for the lands zoned I-3, the following use shall also be permitted:

Crematorium.

I-4

Notwithstanding the provisions of Section 3.31 to the contrary, for the lands zoned I-4, no setback is required from a Floodplain (FP) zone.

- (d) Holding Zones:

- (e) Temporary Zones:

8.2 Additional Provisions for Institutional Zones

(a) Accessory Dwellings:

Accessory dwellings which are not connected to piped municipal sewer and water services shall conform to the requirements of the RH1 Zone for single dwellings. Those which are connected by a single service shall conform to RSS1 requirements and those which are connected with full municipal services shall conform to the RS1 requirements.

(b) Other General Provisions:

Other general provisions shall be in accordance with Section 3 of this By-law.

SECTION 9: OPEN SPACE ZONES

No person shall hereafter use any lands nor erect, alter, enlarge or use any building or structure in an Open Space Zone except in accordance with the provisions of this Section and of any other relevant Sections of this By-law.

9.1 Open Space (OS) Zone

(a) Permitted Uses:

- agricultural use, excluding buildings;
- cemetery;
- club, non-profit;
- conservation use;
- fairground;
- farm produce outlet;
- forestry use;
- golf, course;
- outdoor recreational facility;
- park;
- sawmill, portable;
- seasonal camp.

BY-LAW
2015-050

(b) Zone Requirements:

- (i) No minimum area or frontage shall be required for any lot provided that no buildings or recreational facilities are located thereon.
- (ii) All yards have a minimum yard requirement of 10 metres (32.81 ft.).
- (iii) No building, structure or recreational facility except a marine facility shall be located closer than 6 metres (19.69 ft.) to any lot line and the lot coverage shall not exceed 10%.
- (iv) Maximum coverage including main and accessory buildings shall not exceed 35%.

(c) Special Exceptions:

OS-1

Notwithstanding the provisions of Section 9.1 (a) to the contrary, for the lands zoned OS-1, the following use shall also be permitted:

Parking Lot, Public.

(f) Holding Zones:

(g) Temporary Zones:

9.2 Additional Provisions for Open Space Zones

(a) Other General Provisions:

Other general provisions shall be in accordance with Section 3 of this By-law.

SECTION 10: AGRICULTURAL ZONES

No person shall hereafter use any lands nor erect, alter, enlarge or use any building or structure in an Agricultural Zone except in accordance with the provisions of this Section and any other relevant Sections of this By-law.

10.1 Agricultural (A) Zone:

(a) Permitted Uses:

- agricultural uses;
- agricultural-related uses;
- agricultural uses, small;
- conservation use;
- dwelling, accessory;
- ~~dwelling, accessory apartment;~~
- dwelling, single detached;
- ~~dwelling, secondary unit;~~
- existing cemetery;
- farm produce outlet;
- forestry use;
- garden nursery;
- greenhouse, commercial;
- group home, type 1;
- home-based business;
- home industry;
- kennel;
- riding stable;
- sawmill, portable;
- sod farm.

BY-LAW
2017-005

BY-LAW
2018-087

(b) Zone Requirements:

- (i) Notwithstanding the provisions of this By-Law to the contrary, all *Dwelling, Secondary Units* are subject to the provisions of Section 3.8.

(ii) Agricultural Uses (new lots):

Lot Area (minimum)	19 ha	(46.95 ac.)
Lot Frontage (minimum)	60 m	(196.85 ft.)
Yard Requirements (minimum)		
All Yards	10 m	32.81 ft.)
Lot Coverage (maximum)	20%	
Building Height (maximum)		
Main Building	11 m	(36.09 ft.)
Accessory Building	4.5 m	(14.76 ft.)

BY-LAW
2018-087

BY-LAW
2017-005

BY-LAW
2017-005

(iii) ~~Agricultural Uses~~, Agricultural Uses (existing lots of record),
Conservation Uses and Forestry Uses:

Lot Area (minimum)	4 ha	(9.8 ac.)
Lot Frontage (minimum)	60 m	(196.85 ft.)
Yard Requirements (minimum)		
All Yards	10 m	32.81 ft.)
Lot Coverage (maximum)	20%	
Building Height (maximum)		
Main Building	11 m	(36.09 ft.)
Accessory Building	4.5 m	(14.76 ft.)

BY-LAW
2017-005

(iv) Single detached dwellings:

Lot Area (minimum)	4000 m ²	(0.98 ac.)
Lot Frontage (minimum)	30 m	(98.43 ft.)
Yard Requirements (minimum)		
Front Yard	10 m	(32.81 ft.)
Rear Yard	10 m	(32.81 ft.)
Side Yards	5 m	(16.4 ft.)
Lot Coverage (maximum)	25%	
Building Height (maximum)		
Main Building	12 m	(39.37 ft.)
Accessory Building	4.5 m	(14.76 ft.)
Dwelling Unit Area (minimum)	70 m ²	(753.47 sq.ft)
Floor Area per Accessory Apartment Dwelling (minimum)		
Bachelor Unit	45 m ²	(484.37 sq.ft.)
One Bedroom Unit	55 m ²	(592.01 sq.ft.)
Two Bedroom Unit	60 m ²	(645.83 sq.ft.)
More than 2 Bedroom Unit	65 m ²	(699.65 sq.ft.)
Dwellings per lot (maximum)	1	

BY-LAW
2018-087

(i) Other Uses:

Lot Area (minimum)	8000 m ²	(1.98 ac.)
Lot Frontage (minimum)	45 m	(147.64 ft.)
Yard Requirements (minimum)		
All Yards	10 m	(32.81 ft.)
Lot Coverage (maximum)	25%	
Building Height (maximum)		
Main Building	11 m	(36.09 ft.)
Accessory Building	4.5 m	(14.76 ft.)

(c) Special Exceptions:

A-1

Notwithstanding the provisions of Section 10.1 (a) to the contrary, for the lands zoned A-1, the following uses are not permitted:

BY-LAW
2017-005

Dwelling, accessory;
Dwelling, accessory apartment;
Dwelling, single-detached;
Group Home, Type 1;
Home industry;
Home-based business.

A-2

Notwithstanding the provisions of Section 10.1 (a) to the contrary, for the lands zoned A-2, the two single detached dwellings on the property existing on the date of passing of this By-law shall also be permitted.

A-3

Notwithstanding the provisions of Section 10.1 (a) to the contrary, for the lands zoned A-3, the following use shall also be permitted:

Mobile Home exclusively used as an Art Studio.

A-4

Notwithstanding the provisions of Section 10.1 (a) to the contrary, for the lands zoned A-4, the following uses shall also be permitted:

Winery;
Workshop.

A-5

Notwithstanding the provisions of Section 10.1 (a) to the contrary, for the lands zoned A-5, the following use shall also be permitted:

Automotive Repair Garage.

A-6

Notwithstanding the provisions of Section 10.1 (a) to the contrary, for the lands zoned A-6, only the following uses shall be permitted:

Automobile Body Shop;
Detailing/ Customizing Shop;
Welding Shop.

A-7

Notwithstanding the provisions of Section 10.1 (a) to the contrary, for the lands zoned A-7, the following use shall also be permitted:

Contractor's Shop or Yard.

A-8

Notwithstanding the provisions of Section 10.1 (a) to the contrary, for the lands zoned A-8, the following use shall also be permitted:

Retail Store.

A-9

Notwithstanding the provisions of Section 10.1 (a) to the contrary, for the lands zoned A-9, the following use shall also be permitted:

Boarding House.

A-10

Notwithstanding the provisions of Section 10.1 (b) to the contrary, for the lands zoned A-10, the following use shall also be permitted:

Agricultural use, small.

A-11

Notwithstanding the provisions of Section 10.1 (a) to the contrary, for the lands zoned A-11, the following use shall also be permitted:

Dwelling, Semi-detached.

A-12

Notwithstanding the provisions of Section 10.1 (a) to the contrary, for the lands zoned A-12, the following uses shall also be permitted:

Equipment Service and Repair Establishment – Industrial;
Equipment and Vehicle Storage Yard - Industrial;
and accessory uses to the foregoing.

A-13

Notwithstanding the provisions of Section 10.1 (a) to the contrary, for the lands zoned A-13, the following uses shall also be permitted:

Pet Cemetery;
Pet Crematorium.

A-14

Notwithstanding the provisions of Section 10.1 (a) to the contrary, for the lands zoned A-14, the following use shall also be permitted:

Recreational Vehicle Sales, Rental and Storage Establishment.

A-15

Notwithstanding the provisions of Section 10.1 (a) to the contrary, for the lands zoned A-15, the following uses shall also be permitted:

Kennel;
Pet Crematorium.

BY-LAW
2015-050

A-16

Notwithstanding the provisions of Section 10.1 (a) to the contrary, for the lands zoned A-16, the following use shall also be permitted:

Auction Sales Establishment.

BY-LAW
2015-050

A-17

Notwithstanding the provisions of Section 10.1 (b) (ii) to the contrary, for the lands zoned A-17, the required minimum lot frontage shall be 27 m (90 ft.).

BY-LAW
2016-017

A-18

Notwithstanding the provisions of Section 10.1 (a) to the contrary, for the lands zoned A-18, only the following uses are permitted:

Dwelling, accessory apartment
Dwelling, single-detached;
Group home, type 1;
Home industry;
Home-based business.

BY-LAW
2017-005

Notwithstanding the provisions of Section 10.1 (b) to the contrary, the minimum lot area is 4,046m².

BY-LAW
2016-046

A-19

Notwithstanding the provisions of Section 10.1 (a) to the contrary, for the lands zoned A-19, only the following uses are permitted:

Dwelling, single-detached;
Group home, type 1;
Home-based business;
Home industry;
Agricultural-related uses;
Agricultural uses, small;
Farm produce outlet;
Garden nursery.

BY-LAW
2016-094

A-20

Notwithstanding the provisions of Section 10.1 (a) to the contrary, for the lands zoned A-20, only the following uses are permitted:

Dwelling, Accessory Apartment;
Dwelling, Single-detached;
Group Home, Type 1;
Home-based business;
Home Industry.

Notwithstanding the provisions of Section 10.1 (b) to the contrary, for the lands zoned A-20, minimum lot area shall be 3800m², the minimum lot frontage shall be 37 metres, the minimum interior side yard shall be 7 metres, and the maximum height for an accessory building shall be 11 metres.

BY-LAW
2017-066

A-21

Notwithstanding the provisions of Section 10.1 (b) (iii) to the contrary, for the lands zoned A-21, the minimum front yard setback shall be 3.5 metres (11.48 ft.).

BY-LAW
2017-097

A-22

Notwithstanding the provisions of Section 10.1 (b) to the contrary, for the lands zoned A-22, the minimum lot area is 41.5 acres.

BY-LAW
2017-099

A-23

Notwithstanding the provisions of Section 10.1 (a) to the contrary, for the lands zoned A-23, the minimum lot frontage is 7.5 metres, and the maximum number of dwelling units is 2.

BY-LAW
2019-065

A-24

Notwithstanding the provisions of Section 10.1 (a) to the contrary, for the lands zoned A-24, the minimum lot frontage shall be 9 metres.

BY-LAW
2019-074

A-25

Notwithstanding the provisions of Section 10.1 (a) to the contrary, for the lands zoned A-25, the minimum lot frontage shall be 15 metres.

(d) Holding Zones:

(e) Temporary Zones:

10.2 Additional Provisions for Agricultural Zones:

BY-LAW
2017-005

~~(a) Dwellings:~~

~~Single Detached Dwellings per lot (maximum): 1~~

~~Accessory Dwellings per lot (maximum): 1~~

~~An accessory dwelling may be permitted in the Agricultural Zone provided that such accessory dwellings conforms with the provisions of Section 5.8 (b) and, notwithstanding the provisions of Section 3.18 (g) such unit may only be on a lot that conforms to the minimum lot area for a agricultural use.~~

~~The accessory dwelling shall be permitted on an operating farm for a full time employee on the farm or for a family member actively engaged in the farming operation provided that such dwelling is a minimum of 6 metres (19.69 ft.) from the other dwelling and has a minimum floor area of 60 m² (485.83 sq. ft.).~~

BY-LAW
2017-005

(a) Accessory Dwellings:

(i) Notwithstanding the limitation of one (1) dwelling per lot in the Agricultural Zone, an accessory dwelling may also be permitted in the Agricultural Zone. The maximum number of single detached accessory dwellings per lot is 1. Accessory dwellings shall not be permitted on a lot with an accessory apartment dwelling a dwelling, secondary unit.

(ii) Accessory dwellings are permitted provided that such accessory dwelling conforms with the provisions of Section 5.8 (b).

(iii) The accessory dwelling shall be permitted only on an operating farm for a full time employee on the farm or for a family member actively engaged in the farming operation provided that such dwelling is a minimum of 6 metres (19.69 ft.) from the other dwelling and has a minimum floor area of 60 m² (445.83 sq. ft.) 45 m² (484.38 ft²).

(iv) Notwithstanding the provisions of Section 3.18 (g) such unit may only be on a lot that conforms to the minimum lot area for an agricultural use.

BY-LAW
2018-087

BY-LAW
2018-087

(b) Intensive Livestock Operations:

New and/or expansions to existing intensive livestock operations shall be in accordance with the provisions of Section 3 of this By-law.

(c) Farm Building and Manure Storage Location (MDS):

- (i) The minimum distance between any barn, silo, manure storage or other building or structure used or intended to be used for the keeping of any type of livestock and a residential building on another lot shall be determined according to the Minimum Distance Separation Two (MDS II).
- (ii) The minimum distance between any residential dwelling and a barn, silo, manure storage area or other building or structure used or intended to be used for the keeping of any type of livestock located on another lot shall be determined according to Minimum Distance Separation One (MDS I). Notwithstanding this provision, the MDS I requirements shall not apply to non-agricultural uses on Lots of Record.

BY-LAW
2017-005

(d) Residence Surplus to a Farm Operation:

- (i) Notwithstanding any other provision or standard contained in this by-law to the contrary, a residential lot (Flag lot) created as a result of a Consent Application to dispose of a Residence Surplus to a Farm Operation may have a minimum frontage of 12 m (39.3 feet).
- (ii) The retained lot for a Residence Surplus to a Farm Operation shall be considered an existing lot of record for the purposes of Section 10.1 b) ii)

(e) Wayside Pit or Wayside Quarry:

The requirements of the Aggregate Resources Act shall apply to any wayside pit or wayside quarry.

(f) Open Storage:

Open Storage shall be permitted in accordance with the provisions of Section 3 of this By-law.

BY-LAW
2019-095

(g) Accessory Building Height:

Notwithstanding the height restrictions of Section 10.1(b) to the contrary, an accessory building may be constructed to a maximum height of 6.1 metres (20 feet), provided that it can meet the minimum yard requirements applicable to the main use and all other applicable provisions in this By-law are complied with.

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2019-095

(h) Keeping of Livestock:

The keeping or raising of livestock in the Agricultural (A) zone shall be prohibited on lots having an area less than 8000 m² (1.98 acres).

(i) Other General Provisions:

Other general provisions shall be in accordance with the provisions of Section 3 of this By-law.

SECTION 11: RURAL ZONES

No person shall hereafter use any lands nor erect, alter, enlarge or use any building or structure in a Rural Zone except in accordance with the provisions of this Section and any other relevant Sections of this By-law.

11.1 Rural (RU) Zone

(a) Permitted Uses:

- agriculture-related uses;
- agriculture uses;
- agricultural uses, small;
- cemetery;
- club, non-profit;
- conservation use;
- dwelling, accessory;
- ~~dwelling, accessory apartment;~~
- dwelling, single detached;
- dwelling, secondary unit;
- farm produce outlet;
- forestry use;
- garden nursery;
- greenhouse, commercial;
- group home, type 1;
- home industry;
- home based-business;
- kennel;
- riding stable;
- sawmill, portable;
- sod farm;
- veterinary establishment.

BY-LAW
2018-087

(b) Zone Requirements:

- (i) Notwithstanding the provisions of this By-Law to the contrary, all *Dwelling, Secondary Units* are subject to the provisions of Section 3.8.

(ii) Agricultural Uses, Conservation Uses and Forestry Uses:

Lot Area (minimum)	4 ha	(9.8 ac.)
Lot Frontage (minimum)	60 m	(196.85 ft.)
Yard Requirements (minimum)		
All Yards	10 m	(32.81 ft.)
Lot Coverage (maximum)	20%	
Building Height (maximum)		

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BY-LAW
2012-074

Main Building	11 m	(36 ft.)
Accessory Building	4.5 m	(13.12 ft.)

(iii) Agricultural-related Uses, Agricultural Uses Small, Kennel, Riding Stable and Veterinary Establishment:

Lot Area (minimum)	8000 m ²	(1.98 ac.)
Lot Frontage (minimum)	45 m	(147.64 ft.)
Yard Requirements (minimum)		
All Yards	10 m	(32.81 ft.)
Lot Coverage (maximum)	25%	
Building Height (maximum)		
Main Building	11 m	(36.09 ft.)
Accessory Building	4.5 m	(14.67 ft.)

(iv) Single detached dwellings:

Lot Area (minimum)	4000 m ²	(0.98 ac.)
Lot Frontage (minimum)	30 m	(98.43 ft.)
Yard Requirements (minimum)		
Front Yard	10 m	(32.81 ft.)
Rear Yard	10 m	(32.81 ft.)
Side Yards	5 m	(16.4 ft.)
Lot Coverage (maximum)	25%	
Building Height (maximum)		
Main Building	12 m	(39.37 ft.)
Accessory Building	4.5 m	(14.76 ft.)
Dwelling Unit Area (minimum)	70 m ²	(753.47 sq.ft)
Floor Area per Accessory Apartment Dwelling (minimum)		
Bachelor Unit	45 m ²	(484.37 sq.ft.)
One Bedroom Unit	55 m ²	(592.01 sq.ft.)
Two Bedroom Unit	60 m ²	(645.83 sq.ft.)
More than 2 Bedroom Unit	65 m ²	(699.65 sq.ft.)
Dwellings per lot (maximum)	1	

BY-LAW
2015-050

BY-LAW
2018-087

(iv) Other Uses:

Lot Area (minimum)	6000 m ²	(1.48 ac.)
Lot Frontage (minimum)	45 m	(147.64 ft.)
Yard Requirements (minimum)		
Front Yard	10 m	(32.81 ft.)
Rear Yard	10 m	(32.81 ft.)
Interior Side Yard	5 m	(16.4 ft.)
Exterior Side Yard	7 m	(22.97 ft.)
Lot Coverage (maximum)	20%	
Building Height (maximum)		
Main Building	11 m	(36.09 ft.)
Accessory Building	4.5 m	(14.76 ft.)
Dwelling Unit Area (minimum)	70 m ²	(753.47 sq.ft.)

(c) Special Exceptions:

RU-1

Notwithstanding the provisions of Section 11.1 (a) to the contrary, for the lands zoned RU-1, the following uses shall also be permitted:

Automotive Repair Garage;
Contractor's Shop or Yard;
Retail Store.

RU-2

Notwithstanding the provisions of Section 11.1 (a) to the contrary, for the lands zoned RU-2, the following use shall also be permitted:

Workshop.

RU-3

Notwithstanding the provisions of Section 11.1 (a) to the contrary, for the lands zoned RU-3, the following use shall also be permitted:

Open Storage for Commercial Fishing Hut Business.

RU-4

Notwithstanding the provisions of Section 11.1 (a) to the contrary, for the lands zoned RU-4, the following uses shall also be permitted:

Equipment Sales Establishment – Industrial;
Equipment Service and Repair Establishment – Industrial;
Workshop.

RU-5

Notwithstanding the provisions of Section 11.1 (a) to the contrary, for the lands zoned RU-5, the following use shall also be permitted:

Automotive Repair Shop existing on the date of passing of this By-law.

RU-6

Notwithstanding the provisions of 11.1 (a) to the contrary, for the lands zoned RU-6, the following use shall only be permitted:

Single-Detached Dwelling.

Notwithstanding the provisions of Section 11.1 (b) to the contrary, for the lands zoned RU-6, the minimum side yard setback for the

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2015-050

north yard shall be 10 metres and the minimum side yard setback for the south yard shall be 7.5 metres.

RU-7

Notwithstanding the provisions of Section 11.1 (a) to the contrary, for the lands zoned RU-7, the following uses shall also be permitted:

Storage of Recreational Vehicles;
Warehouse.

RU-8

Notwithstanding the provisions of Section 11.1 (a) to the contrary, for the lands zoned RU-8, the following use shall also be permitted:

Recreational Commercial Establishment.

RU-9

Notwithstanding the provisions of Section 11.1 (a) to the contrary, for the lands zoned RU-9, the two single detached dwellings on the property existing on the date of passing of this By-law shall also be permitted.

RU-10

Notwithstanding the provisions of Section 11.1 (a) to the contrary, for the lands zoned RU-10, the following uses shall also be permitted:

Open Storage;
Workshop.

RU-11

Notwithstanding the provisions of Section 11.1 (a) to the contrary, for the lands zoned RU-11, the following use shall also be permitted:

Contractor's Shop or Yard.

RU-12

Notwithstanding the provisions of Section 11.1 (a) to the contrary, for the lands zoned RU-12, the following use shall also be permitted:

Retail Store.

RU-13

Notwithstanding the provisions of Section 11.1 (a) to the contrary, for the lands zoned RU-13, the following uses shall also be permitted:

Contractor's Shop or Yard;
Transportation Depot.

RU-14

Notwithstanding the provisions of Section 11.1 (a) to the contrary, for the lands zoned RU-14, the following use shall also be permitted:

Taxi Dispatch Establishment.

RU-15

Notwithstanding the provisions of Section 11.1 (a) to the contrary, for the lands zoned RU-15, the following uses shall also be permitted:

Dune Buggy Trail Operation;
Recreation Commercial Establishment.

RU-16

Notwithstanding the provisions of Section 11.1 (a) to the contrary, for the lands zoned RU-16, the following use shall also be permitted:

Automotive Body Shop.

RU-17

Notwithstanding the provisions of Section 11.1 (a) to the contrary, for the lands zoned RU-17, the following uses shall also be permitted:

Office, Business or Professional;
Equipment Service and Repair Establishment – Industrial;
Equipment Sales Establishment – Industrial;
Warehouse.

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2018-090

Notwithstanding the provisions of Section 11.1(b) to the contrary, for the lands zoned RU-17, the minimum lot frontage required for "other uses" shall be 25 metres.

RU-18

Notwithstanding the provisions of Section 3.31 and 11.1 (b) to the contrary, for the lands zoned RU-18, no residential development shall be permitted within 500 metres of a Mineral Extraction Quarry (MXQ) zone or a Mineral Extraction Reserve (MXR) zone.

RU-19

Notwithstanding the provisions of Section 11.1 (a) to the contrary, for the lands zoned RU-19, the following use shall also be permitted:

Equipment and Vehicle Storage Yard – Industrial.

RU-20

Notwithstanding the provisions of Section 11.1 (a) to the contrary, for the lands zoned RU-20, the following use shall also be permitted:

Transportation Depot.

RU-21

Notwithstanding the provisions of Section 11.1 (a) to the contrary, for the lands zoned RU-21, the following uses shall also be permitted:

Automobile Body Shop;
Automotive Repair Garage;
Workshop.

RU-22

Notwithstanding the provisions of Section 11.1 (a) to the contrary, for the lands zoned RU-22, the following use shall also be permitted:

Warehouse.

RU-23

Notwithstanding the provisions of Section 11.1 (a), the two existing semi-detached dwellings on the property shall also be permitted.

RU-24

Notwithstanding the provisions of Section 11.1 (a) to the contrary, for the lands zoned RU-24, the following uses are not permitted:

Dwelling, accessory;
Dwelling, accessory apartment;

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2012-082

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2015-114

Dwelling, single-detached;
Group home, type 1;
Home industry;
Home-based business.

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2015-122

RU-25

Notwithstanding the provisions of Section 11.1 (a) to the contrary, for the lands zoned RU-25, the following use shall also be permitted:

Dwelling, mobile home.

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2016-080

RU-26

Notwithstanding the provisions of Section 11.1 (a) to the contrary, for the lands zoned RU-26, the following uses are not permitted:

Dwelling, accessory;
Dwelling, accessory apartment;
Dwelling, single-detached;
Home industry;
Home-based, business.

Notwithstanding the provisions of 11.1 (b) to the contrary, for the lands zoned RU-26, the minimum lot frontage shall be 12 metres.

BY-LAW
2017-045

RU-27

Notwithstanding the provisions of 11.1 (b) to the contrary, for the lands zoned RU-27, the minimum rear and side yard setbacks shall be 5 metres for Agricultural-related Uses, Agricultural Uses Small, and Riding Stables.

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2017-098

RU-29

Notwithstanding the provisions of 11.1 (a) to the contrary, for the lands zoned RU-29, the minimum lot frontage shall be 7.62 metres, the minimum lot area shall be 6,475 m², and the minimum rear yard and side yard setback for the existing barn is 4 metres for Agricultural-related Uses, Agricultural Uses Small, and Riding Stables.

BY-LAW
2018-047

RU-30

Notwithstanding the provisions of Section 11.1 (b) to the contrary, for the lands zoned RU-30, the following uses shall only be permitted:

Agriculture-related uses
Agriculture uses
Agriculture uses, small
Conservation use
Forestry use

(e) Temporary Zones:

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2018-047

RU-t(1)

Notwithstanding the provisions of Sections 3.8 and 11.1 (a) to the contrary, for the lands zoned RU-t(1), a mobile homes may be used as a garden suite on the lands at 16399-16403 County Road 36 for a temporary time period commencing on October 23, 2019 and expiring on October 23, 2022. The lots will be considered a single property for the purposes of the garden suite use, and may have separate services and parking areas than the main dwelling at 16399 County Road 36. No building permit shall be issued until the owner enters into a temporary use agreement with the Township of South Stormont. The provisions of the Rural (RU) zone shall apply to all other uses.

(f) Holding Zones:

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2018-047

RU-30-h

Notwithstanding the provisions of Section 4.3 to the contrary, for the lands zoned RU-30-h, the holding (h) symbol will not be lifted until an Environmental Impact Study has been carried out and has been determined that there will be no negative impacts on the Provincially Significant Wetland due to future development, to the satisfaction of the Township.

BY-LAW
2018-060

RU-31

Notwithstanding the provisions of Section 11.1(b) to the contrary, for the lands zoned RU-30, the influence areas established under Section 3.31 for "Item A", shall be reduced to 0 metres.

11.2 Additional Provisions for Rural Zones

(a) Accessory Dwellings:

BY-LAW
2017-005

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2018-087

- (i) Notwithstanding the limitation of one (1) dwelling per lot in the Rural Zone, an accessory dwelling may also be permitted in the Rural Zone. The maximum number of single detached accessory dwellings per lot is 1. Accessory dwellings shall not be permitted on a lot with an ~~accessory apartment dwelling~~ a dwelling, secondary unit.
- (ii) Accessory dwellings are permitted provided that such accessory dwelling conforms with the provisions of Section 5.8 (b).
- (iii) The accessory dwelling shall be permitted only on an operating farm for a full time employee on the farm or for a family member actively engaged in the farming operation provided that such dwelling is a minimum of 6 metres (19.69 ft.) from the other dwelling and has a minimum floor area of 60 m² (445.83 sq. ft.) ~~45 m² (484.38 ft²).~~
- (iv) Notwithstanding the provisions of Section 3.18 (g) such unit may only be on a lot that conforms to the minimum lot area for an agricultural use.

BY-LAW
2018-087

(b) Farm Building and Manure Storage location (MDS):

- (i) The minimum distance between any barn, silo, manure storage or other building or structure used or intended to be used for the keeping of any type of livestock and a residential building on another lot shall be determined according to the Minimum Distance Separation Two (MDS II).
- (ii) The minimum distance between any residential dwelling and a barn, silo, manure storage area or other building or structure used or intended to be used for the keeping of any type of livestock located on another lot shall be determined according to Minimum Distance Separation One (MDS I). Notwithstanding this provision, the MDS I requirements shall not apply to non-agricultural uses on Lots of Record.

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2019-095

(c) Accessory Building Height:

Notwithstanding the height restrictions of Section 10.1(b) to the contrary, an accessory building may be constructed to a maximum height of 6.1 metres (20 feet), provided that it can meet the minimum yard requirements applicable to the main use and all other applicable provisions in this By-law are complied with.

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2019-095

(d) Keeping of Livestock:

The keeping or raising of livestock in the Rural (RU) zone shall be prohibited on lots having an area less than 8000 m² (1.98 acres).

(e) Other General Provisions:

Other general provisions shall be in accordance with Section 3 of this By-law.

SECTION 12: MINERAL RESOURCE ZONES

No person shall hereafter use any lands nor erect, alter, enlarge or use any building or structure in a Mineral Resource Zone except in accordance with the provisions of this Section and of any other relevant Sections of this By-law.

12.1 Mineral Extraction, Pit (MXP) Zone

(a) Permitted Uses:

- aggregate recycling facility;
- agricultural uses , excluding buildings or structures;
- asphalt batching plant
- conservation use, excluding buildings or structures;
- concrete batching plant;
- forestry uses, excluding buildings or structures;
- pit;
- portable asphalt plant.

(b) Zone Requirements:

Lot Frontage (minimum)	30 m	(98.43 ft.)
Yard Requirements (minimum)		
All Yards Adjacent to Public Roads	30 m	(98.43 ft.)
All Other Yards	15 m	(49.21 ft.)
Lot Coverage (maximum)	10%	
Building Height (maximum)		
Main Building	20 m	(65.62 ft)
Accessory Building	5 m	(16.4 ft.)

(c) Any new MRP Zone shall be established with regard to Section 3.31 of this By-law

(d) Special Exceptions:

MXP-1

Notwithstanding the provisions of Section 3.31 to the contrary, for the lands zoned MXP-1, the influence area shall be 30 metres from any lot line or portion thereof which abuts a residential use.

(e) Holding Zones:

(f) Temporary Zones:

12.2 Mineral Extraction, Quarry (MXQ) Zone

(a) Permitted Uses:

- aggregate recycling facility;
- agricultural uses excluding buildings or structures;
- asphalt batching plant
- concrete batching plant;
- conservation use, excluding buildings;
- forestry uses, excluding buildings or structures;
- pit;
- portable asphalt plant;
- quarry;

(b) Zone Requirements:

Lot Area (minimum)	10 ha	(24.7 ac.)
Lot Frontage (minimum)	30 m	(98.43 ft.)
Yard Requirements (minimum)		
All Yards adjacent to public roads	30 m	(98.43 ft.)
All Other Yards	15 m	(49.21 ft.)
Lot Coverage (maximum)	10%	
Building Height (maximum)		
Main Building	20 m	(65.62 ft.)
Accessory Building	5 m	(16.4 ft.)

(c) Any new MXQ Zone shall be established with regard to Section 3.31 of this By-law.

(d) Special Exceptions:

MXQ-1

Notwithstanding the provisions of Section 3.31 to the contrary, for the lands zoned MXQ-1, new buildings shall be prohibited within 150 metres of any land zoned Mineral Extraction, Quarry Special Exception One (MXQ-I).

The 150 metre separation distance referred to shall be measured from and to a line located 110 metres south of the Headline road allowance, and from and to a line located 30 metres north of South Branch road allowance in the west half of Lot 4 and in Lot 5, from and to a line corresponding to the boundary of the MXQ-I zone where it abuts the flood plain of the Eastman Drain in the east half of Lot 6 and from and to a line located 15 metres inside the MXQ-I zone boundary on the balance of the property.

This provision shall not apply to an existing lot of record having a maximum area of 2 hectares and including any lot of record in an existing Registered Plan and any lot severed prior to October 5, 1999.

This provision shall also not apply to an infill lot (one only), being a residential lot between two existing residences which are on separate lots and which residences are situated on the same side of the road and are not more than 75 metres (246 feet) apart, provided that the new building is located no closer to the MX zone than the buildings on the adjacent lots.

MXQ-2

Notwithstanding the provisions of Section 3.31 to the contrary, for the lands zoned MXQ-2, new buildings shall be prohibited within 200 metres of any land zoned Mineral Extraction, Quarry, Special Exception Two (MXQ-2).

This provision shall not apply to an existing lot of record having a maximum area of 2 hectares and including any lot of record in an existing Registered Plan and any lot severed prior to October 5, 1999.

This provision shall not apply to an infill lot (one only), being a residential lot between two existing residences which are on separate lots and which residences are situated on the same side of the road and are not more than 75 metres (246 feet) apart, provided that the new building is located no closer to the MX zone than the buildings on the adjacent lots.

(e) Holding Zones:

(f) Temporary Zones:

12.3 Mineral Extraction, Reserve (MXR) Zone

(a) Permitted Uses:

- agricultural uses, excluding buildings or structures;
- conservation use, excluding buildings or structures;
- forestry use, excluding buildings or structures;

(b) Zone Requirements:

- none.

(c) Special Exceptions:

MXR-1

Notwithstanding the provisions of Section 12.3 (a) to the contrary, for the lands zoned MXR-1, the following use shall also be permitted:

Cemetery.

MXR-2

Notwithstanding the provisions of Section 3.31 to the contrary, for the lands zoned MXR-2, new buildings shall be prohibited within 150 metres of any land zoned Mineral Extraction, Quarry - Special Exception - Two (MXQ-2).

The 150 metre separation distance referred to shall be measured from and to a line located 110 metres south of the Headline Road allowance and to a line located 15 metres inside the west lot line.

This provision shall not apply to an existing lot of record having a maximum area of 2 hectares and including any lot of record in an existing Registered Plan and any lot severed prior to October 5, 1999.

This provisions shall also not apply to an infill lot (one only), being a residential lot between two existing residences which are on separate lots and which residences are situated on the same side of the road and are not more than 75 metres (246 feet) apart, provided that the new building is located no closer to the MXR-2 zoned than the building on the adjacent lots.

(d) Holding Zones:

(e) Temporary Zones:

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2012-074

12.4 Additional Provisions for Mineral Resource Zones

(a) Location of Other Uses:

Notwithstanding any other provisions of this By-law to the contrary, the location of a building, plant or product stockpile shall be in accordance with the ~~Ministry of Environment~~ Ministry of Natural Resources licensing requirements.

BY-LAW
2012-074

(b) Other General Provisions:

Other general provisions shall be in accordance with Section 3 of this By-law.

SECTION 13: SALVAGE YARD ZONES

No person shall hereafter use any lands nor erect, alter, enlarge or use any building or structure in a Salvage Yard Zone except in accordance with the provisions of this Section and any other relevant Sections of this By-law.

13.1 Salvage Yard (SY) Zone

(a) Permitted Uses:

- accessory dwelling
- impound yard
- office accessory to a permitted use;
- ~~open storage;~~
- recycling depot;
- recycling yard;
- salvage yard

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(b) Zone Requirements:

Lot Area (minimum)	5 ha	(29.7 ac.)
Lot Frontage (minimum)	60 m	(196.85 ft.)
Yard Requirements (minimum)		
Front	37.5 m	(123.03 ft.)
Rear	45 m	(147.64 ft.)
Side	37.5 m	(123.03 ft.)
Accessory Dwellings Per Lot (maximum)	1	

(c) No part of a Salvage Yard operation shall be located within 100 metres of the main building on any adjoining lot.

(d) Special Exceptions:

SY-1

Notwithstanding the provisions of Section 13.1 (c) to the contrary, for the lands zoned SY-1, the salvage yard existing on the date of passing of this By-law may be located within 27 metres of the existing dwelling and 6 metres from the existing garage.

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2019-095

SY-2

In addition to the uses permitted under Section 13.1(a), for the lands zoned SY-2, the permitted uses shall also include those uses listed under Section 7.4(a) of the "Rural Industrial (MR)" zone, of which shall be subject to the provisions of Section 7.4(b).

- (e) Holding Zones:

SY-2-h

Notwithstanding the provisions of Section 4.3 to the contrary, for the lands zoned SY-h, the holding (h) symbol will not be lifted until the 5 hectare development on the front portion of the property is complete and the Township has received an approved site plan for the lands subject to the holding symbol.

- (f) Temporary Zones:

13.2 Additional Provisions for Wrecking Yard Zones

(a) Buffering:

All Salvage Yards must be adequately screened and buffered from adjoining land uses. This shall be accomplished through the construction of a solid opaque fence of a minimum of 2 metres in height in addition to the use of dense landscaping. A plan showing the fencing and landscaping shall be prepared and submitted to Council for approval under Site Plan Control.

(b) Other General Provisions:

Other general provisions shall be in accordance with Section 3 of this By-law.

SECTION 14: WASTE MANAGEMENT ZONES

No person shall hereafter use any lands nor erect, alter, enlarge or use any building or structure in a Waste Management Zone except in accordance with the provisions of this Section and any other relevant Sections of this By-law.

14.1 Waste Management (WM) Zone

(a) Permitted Uses:

- forestry use;
- recycling depot;
- recycling yard;
- waste disposal site.

(b) Zone Requirements:

Lot Area (minimum)	4 ha	(9.9 ac.)
Yard Requirements (minimum)		
All Yards	30 m	(98.43 ft.)
Building Height (maximum)	9 m	(29.53 ft.)

(c) Special Exceptions:

(d) Holding Zones:

(e) Temporary Zones:

14.2 Additional Provisions for Waste Management Zones

- (a) Notwithstanding the zone requirements stated above, no part of a landfill operation may be located within 200 m (656.17 ft.) of a residential building existing on the date of passing of this By-law.

- (b) Other General Provisions:

Other general provisions shall be in accordance with Section 3 of this By-law.

SECTION 15: FLOOD PLAIN ZONES

No person shall hereafter use any lands nor erect, alter, enlarge or use any building or structure in a Flood Plain Zone except in accordance with the provisions of this Section and of any other relevant Section of this By-law.

15.1 Flood Plain (FP) Zone

(a) Permitted Uses:

- agricultural use, excluding buildings;
- conservation use, excluding buildings;
- forestry use, excluding buildings;
- marina;
- passive recreational use;
- uses accessory to a residential use located on the same lot, excluding buildings;
- all buildings or structures in existence on a day of passing of this Zoning By-law;
- buildings for flood or erosion control purposes.

(b) Zone Requirements:

- (i) No permitted building or structure including temporary and accessory buildings shall be located or erected closer than 10 metres (32.81 ft.) to any lot line, with the exception of buildings and structures intended for flood or erosion control which are exempt from minimum setbacks.
- (ii) Permitted buildings may cover a maximum of ten percent (10%) of the lot area.
- (iii) Any expansion of or addition to any buildings or structures permitted in the Flood Plain zone after the day of the passing of this By-law must incorporate appropriate engineered construction techniques which reduce or eliminate the risks of flood damage. The specific approval of the Conservation Authority or the Ministry of Natural Resources must be obtained prior to the start of construction.

(c) Single Detached Dwellings on Existing Lots:

Notwithstanding the provisions of Section 15.1 and 3.31 to the contrary, a single detached dwelling may be constructed or enlarged on an existing lot of record within a Flood Plain Zone. A Building Permit shall only be issued by the Township following the satisfactory compliance with the following:

- (i) the submission of a Plan of Survey, prepared by a registered surveyor, showing the proposed location of the dwelling and tile bed and demonstrating the method by which the dwelling and tile bed will be flood proofed to an elevation as established by the Conservation Authority.
 - (ii) receipt of the written approval by the Conservation Authority that the proposed flood proofing of the building and tile bed adequately meets the Authority's requirements and that they have no further objections to a Building Permit being issued; and
 - (iii) the proposed dwelling complies with the zone requirements of Section 5.8 (b) and other relevant provisions of Section 3 of the By-law.
- (d) Special Exceptions:
- (g) Holding Zones:
- (h) Temporary Zones:

15.2 Additional Provisions for Flood Plain Zones

(a) Other General Provisions:

Other general provisions shall be in accordance with Section 3 of this By-law.

SECTION 16

PROVINCIALY SIGNIFICANT WETLAND ZONES

No person shall hereafter use any lands nor erect, alter, enlarge or use any building or structure in a Provincially Significant Wetland Zone except in accordance with the provisions of this Section and any other relevant Sections of this By-law.

16.1 Provincially Significant Wetland (PSW) Zone

(a) Permitted Uses:

- conservation use, excluding buildings;
- existing agricultural uses, excluding buildings;
- passive outdoor recreational use.

(b) Zone Requirements:

- none.

(c) Special Exceptions:

(d) Holding Zones:

(e) Temporary Zones:

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2015-050

16.2 Additional Provisions for Provincially Significant Wetland Zones

(a) Other General Provisions:

Other general provisions shall be in accordance with Section 3 of this By-law.

SECTION 17: AREA OF NATURAL AND SCIENTIFIC INTEREST ZONES

No person shall hereafter use any lands nor erect, alter, enlarge or use any building or structure in an Area of Natural and Scientific Interest Zone except in accordance with the provisions of this Section and any other relevant Sections of this By-law.

17.1 Areas of Natural and Scientific Interest (ANSI) Zone

(a) Permitted Uses:

- conservation use, excluding buildings;
- passive outdoor recreational use.
- dwelling single detached, in accordance with the provisions of Section 5.8 (b) provided that the applicant can demonstrate through the appropriate studies/reports, if required by the Corporation, that the proposed development will not introduce any incompatible issues due to environmental impact of the proposed development.

(b) Zone Requirements:

- none.

(c) Special Exceptions:

(c) Holding Zones:

(d) Temporary Zones:

17.2 Additional Provisions for Area of Natural and Scientific Interest Zones

(a) Other General Provisions:

Other general provisions shall be in accordance with Section 3 of this By-law.

SECTION 18: DEVELOPMENT RESERVE ZONES

No person shall hereafter use any lands nor erect, alter, enlarge or use any building or structure in a Development Reserve Zone except in accordance with the provisions of this Section and any other relevant Sections of this By-law.

18.1 Development Reserve (DR) Zone

(a) Permitted Uses:

- none.

(b) Zone Requirements:

- none.

18.2 Additional Provisions for Development Reserve Zones

(a) Other General Provisions:

Other general provisions shall be in accordance with Section 3 and 4.6 of this By-law.

READ A FIRST AND SECOND TIME, this 14th day of December, 2011

Mayor

Clerk

READ A THIRD TIME, and passed in open Council this 14th day of December, 2011

Mayor

Clerk



Schedule A to By-law 30-2020

ZONING BY-LAW AMENDMENTS

FOR CANNABIS RELATED DEVELOPMENT

SECTION 2 - DEFINITIONS

New Definitions

"AIR TREATMENT CONTROL" shall mean the functional use of an industrial grade multi-stage carbon filtration system, or similar technology, to reduce and/or treat the emission of pollen, dust and odours expelled from a facility and sized accordingly in comparison to the facility it serves as designed by a qualified person(s).

"CANNABIS" shall mean a genus of flowering plants in the family *Cannabaceae*. Synonyms include, but are not limited to, marijuana and marihuana. This definition does not include the industrial or agricultural production of hemp

"CANNABIS PRODUCTION AND PROCESSING" shall mean lands, buildings or structures used for producing, processing, testing, destroying, packaging and/or shipping cannabis authorized by a federally issued license or registration.

"SENSITIVE LAND USE" shall mean any building, structure, use or associated amenity area (indoor or outdoor) where humans may be adversely affected by adjacent industrial-type land uses including, but not limited to residential uses, day care facilities, places of worship, schools, or playgrounds. A sensitive use might be part of the natural or built environment.

Amended Definitions

Add the following words to the "AGRICULTURAL USE" definition, immediately following Section 2.2(e): (f) Cannabis Production and Processing (with air treatment control only), subject to General Provisions 3.34

Add the following words to the "AGRICULTURAL USE" definition, immediately following "involving farm crops or animal products": except for Cannabis Production and Processing (with air treatment control only), subject to General Provisions 3.34

SECTION 3.1 – ACCESSORY USES

Add the following sentence to Section 3.1.(a)(i):

"Notwithstanding the provisions of this By-Law to the contrary, an accessory building or structure to be used for security purposes for Cannabis Production and Processing may be located within a required front yard setback for the main building, subject to approval from the Township."

SECTION 3.21 – PARKING REQUIREMENTS

Re-number Section 3.21(xii) to Section 3.21(xiii)

Add the following Section 3.21(xii) "Cannabis Production and Processing" under the Use of Building or Lot heading;

And "1 parking space for each 100m² of gross floor area" under the Parking Required heading.

SECTION 3.24 – SEPARATION DISTANCES

Add the following: Section 3.24(b)

Cannabis Production and Processing with Air Treatment Control

- 70m from any residential or institutional zones
- 150m from any sensitive land use, excluding an accessory dwelling.

ADD A NEW SECTION 3.34 – CANNABIS PRODUCTION AND PROCESSING

Cannabis Production and Processing Notwithstanding any other provision of this By-law, any Cannabis Production and Processing shall be subject to the following provisions:

a) No lands, building or structure or portion thereof used for Cannabis Production and Processing purposes that is equipped with air treatment control situated in the General Industrial Zone (MG), Rural Industrial (MR), may be located closer to any Residential Zone, Institutional Zone, or Open Space Zone than 70 metres.

b) No lands, building or structure or portion thereof used for Cannabis Production and Processing purposes that is equipped with air treatment control situated in the General Agricultural Zone (AG) may be located closer to any Residential Zone, Institutional Zone, or Open Space Zone than 150 metres.

c) No lands, building or structure or portion thereof used for Cannabis Production and Processing purposes that is equipped with air treatment control situated in the General Industrial Zone (MG), Rural Industrial (MR) may be located closer to any

dwelling, public school, private school, place of worship, or day care nursery than 150 metres.

d) No lands, building or structure or portion thereof used for Cannabis Production and Processing purposes that is not equipped with air treatment control situated in the General Agricultural (AG), General Industrial Zone (MG), Rural Industrial (MR) may be located closer to any dwelling, public school, private school, place of worship, or day care nursery than 300 metres.

e) Outdoor storage is prohibited on the property in which the Cannabis Production and Processing is located.

f) All development in relation to the establishment of or expansion to a Cannabis Production and Processing shall be subject to Site Plan Control.

g) Cannabis Production and Processing shall only be permitted within the zones as explicitly indicated in this Zoning By-law.

SECTION 10 - INDUSTRIAL ZONES

Add Cannabis Production and Processing to the list of permitted uses for the following zones:

- General Industrial (MG) (with air treatment control only)
- Rural Industrial (MR) (with air treatment control only)

SECTION 11 – AGRICULTURAL ZONES

Add Cannabis Production and Processing to the list of permitted uses for the following zone:

- General Agricultural (AG) on lands with a minimum area of 30ha (with air treatment control only)

**Township of North Glengarry
United Counties of Stormont, Dundas & Glengarry**

This is Schedule “A” to By-Law 30-2020

Passed this 13th day of July, 2020

Mayor/Deputy Mayor

CAO/Clerk/Deputy Clerk



KEY INFORMATION

Planning, Building & Enforcement

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Delegation of Authority for Minor Zoning Amendments and Variances

Background:

The Province of Ontario has been enacting legislative changes to streamline and speed up planning approvals, so that construction projects can move ahead quicker. In Spring 2022, Bill 13 received Royal Assent, which modified the Planning Act to expand delegation authority for municipalities in Ontario. Bill 109, the More Homes for Everyone Act, 2022 was passed by the Legislature and received Royal Assent on April 14, 2022.

The Planning Act, an Ontario Provincial Government Legislative tool, defines how municipalities manage land use planning. The Planning Act allows municipal councils to delegate certain decisions to a committee or staff, such as decisions in respect of approval of zoning amendments, site plan, plans of subdivision, and consent. Delegated authority is defined through a municipal delegation bylaw which stipulates the parameters needed to maintain trust between council and their delegate. Delegated authority does not impact the public engagement requirements of the Act.

Bill 13 amended the Planning Act to add a new authority to delegate planning decisions dealing with minor amendments to Zoning Bylaws such as temporary use bylaws, lifting of a holding provision, or other minor Zoning Bylaw amendments. This new authority requires municipalities to establish Official Plan policies specifying the criteria to be used to define bylaws that can be delegated.

An Official Plan amendment is required to establish the criteria that will be used to identify what types of amendments to the municipal Zoning Bylaw will be considered minor and therefore may be delegated. In addition to approval of the Official Plan amendment, a municipal delegation bylaw will be required.

Municipalities are facing increasingly complex challenges related to managing growth, climate change adaptation and mitigation, economic retention and development, providing adequate and affordable housing, meeting Planning Act timelines for development approvals and managing resources and budget constraints. Ontario has a complex legislative environment within which development approvals fit.

Increasing the use of delegation has a number of benefits for municipalities:

- Frees up council time to focus on strategic priorities;
- Frees up municipal staff time preparing detailed council reports on routine approvals;

- Avoids unnecessary delays on planning applications that implement council-approved policies and regulations;
- Retains the ability for elected officials to provide input directly to staff (and vice versa);
- Allows elected officials to defer to judgement of professional staff for matters which are administrative and technical in nature;
- Maintains accountability through conditions, limitations, and reporting outlined in delegation bylaw; and,
- Expedites applications and development.

County Official Plan:

On July 18th the Council of the United Counties of Stormont, Dundas, and Glengarry passed Official Plan Amendment Number 13. This amendment, which falls under Section 34, 36, and 39 of the Planning Act, is intended to allow the Council of a local municipality to delegate, by bylaw, the authority to pass bylaws under Sections 34, 36, 39, and 39.1 of the Planning Act that are minor nature to a committee of council or an individual who is an officer, employee, or agent of the municipality.

The amendment is also intended to remove the requirement for a municipality to hold a public meeting for a zoning amendment that will be required as a condition of a provisional consent for lot creation for a residence surplus to a farming operation.

This Official Plan Amendment, now permits local Municipalities and Townships, such as North Dundas, to delegate the authority of approvals for minor routine zoning bylaws, holding provision bylaws, temporary use provisions, garden suites, and surplus dwelling amendments should they choose to do so.

Township Zoning Bylaws:

Currently, Township staff hold public meetings, and bring planning reports and bylaws to Council to approve:

- Minor zoning amendment: shall mean an amendment to change a setback requirement, a lot area change, or similar minor adjustment to the Zoning Bylaw (shed or garage as the primary use on a vacant parcel).
- Major zoning amendments: all other zoning related amendments, such as change of use, new definitions, or new zoning categories.
- Part lot control: the regulation of the sale or transfer of a lot or block within a registered plan of subdivision.
- Part lot control exemption: allows a municipality to further divide whole blocks or lots within an existing plan of subdivision, make minor boundary adjustments, and establish maintenance easements.
- Surplus dwelling amendments: allows a municipality to amend a property's zoning after a severance occurs on agricultural land to prohibit further development on prime

agricultural land.

- Site plan control: allows municipalities to control certain matters on and around a site proposed for development, such as drainage, landscaping, parking, lighting etc.
- Temporary use amendments: allows a municipality to pass a bylaw to authorize the temporary use of land, buildings, or structures for any purpose that is otherwise prohibited by the existing zoning by-law.
- Garden suite amendments: allows municipalities to add a one-unit detached residential structure containing a bathroom and kitchen that is ancillary to the existing residential structure and portable and to enter into an agreement with a property owner regarding a temporary use of a garden suite for additional housing on a property.
- Holding amendments: allows municipalities to amend bylaws to delay development until local municipal services such as roads and sewers are in place.

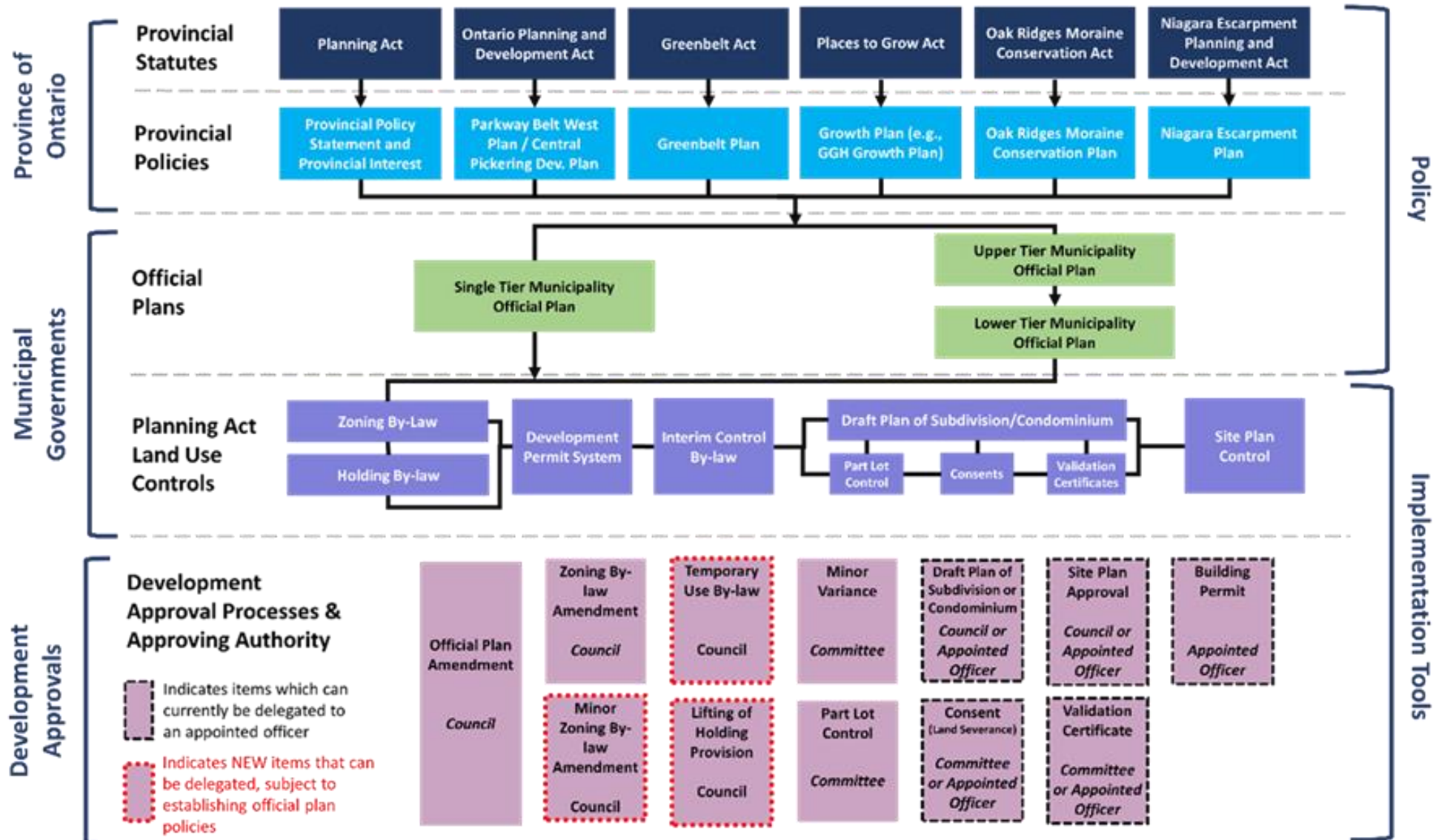
Staff will be preparing a draft delegation of authority bylaw for Council to review in September 2022, and are looking for direction from Council as to what they would be comfortable with delegating to staff or committees to approve. The purpose of the delegation of authority would not be to dissolve the public process or remove Council's ability to comment, but rather to download more administrative and technical approvals to staff to expedite applications and development through the process.

The draft delegation of authority bylaw will include a clause wherein Council has the ability to amend the delegation of authority bylaw at any time to revise the items delegated, and/or the delegate(s).

Items For Delegation:

1. Part Lot Control (Splitting semi-detached units, Townhouse units)
2. Garden Suites and Agreements (Maximum 20 years)
3. Temporary Use Bylaws (Maximum 3 years)
4. Lifting of a Holding provision (Conditions fulfilled, capacity available, etc.)
5. Site Plan Control Approval (Provincial mandated)
6. Minor Zoning Bylaw amendments (ie. Garage as principal use, surplus farm house dwelling severance condition (sterilize the farmland))

Ontario's Planning System



SCHEDULE “A” TO BY-LAW No. XXXX

**AMENDMENT NO. 13 TO THE OFFICIAL PLAN FOR THE UNITED COUNTIES OF
STORMONT, DUNDAS AND GLENGARRY**

Official Plan Amendment

Minor Zoning Amendments / Notification Requirements Amendment

United Counties of Stormont, Dundas and Glengarry



**UNITED COUNTIES OF STORMONT
DUNDAS AND GLENGARRY**

**CERTIFICATION OF COMPLIANCE WITH PUBLIC INVOLVEMENT AND NOTICE
REQUIREMENTS**

I, Kimberley Casselman, Clerk, hereby certify that the requirements for the giving of notice and the holding of at least one (1) public meeting as set out in Subsection 17(15) of the Planning Act, R.S.O. 1990, and the giving of notice as set out in Subsection 17(23) of the Planning Act, R.S.O. 1990, have been complied with.

Signed _____
Kimberley Casselman, Clerk

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Appendices

Appendix A: Notice of Public Meeting
Appendix B: Record of Proceedings
Appendix C: Record of Public Comments Received

STATEMENT OF COMPONENTS

PART A - PREAMBLE

Introduces the actual Amendment but does not constitute part of Amendment No. 13 to the Official Plan for the United Counties of Stormont, Dundas, and Glengarry.

PART B - THE AMENDMENT

Consists of the following text, which constitutes Amendment No. 13 to the Official Plan for the United Counties of Stormont, Dundas, and Glengarry.

PART C - THE APPENDICES

Do not form part of Amendment No. 13 but are provided to clarify the intent and to supply background information related to the Amendment.

PART A – PREAMBLE

Purpose

The purpose of Amendment No. 13 to the Official Plan for the United Counties of Stormont, Dundas and Glengarry, which is a housekeeping amendment initiated by the United Counties pursuant to Section 34, 36, and 39 of the *Planning Act*, is intended to allow the council of a local municipality to delegate, by by-law, the authority to pass by-laws under section 34, 36, 39 and 39.1 of the Planning Act that are of a minor nature to a committee of council or an individual who is an officer, employee, or agent of the municipality. The amendment is also intended to remove the requirement for a local municipality to hold a public meeting for a zoning amendment that is or will be required as a condition of a provisional consent for lot creation for a residence surplus to a farming operation.

Location

The amendments apply to all lands within the corporate boundaries of the United Counties.

Basis

Section 1.1.1 of the Provincial Policy Statement (PPS) states that healthy, liveable, and safe communities are sustained by promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term.

Section 1.2.1 of the PPS goes on to state that a coordinated, integrated, and comprehensive approach should be used when dealing with planning matters within municipalities, across lower, single and/or upper-tier municipal boundaries, and with other orders of government, agencies, and boards.

The SDG Official Plan states in section 8.12.6 that a Local municipality may establish any number of zones to classify and control land uses that may be required to implement this Plan. Further, it states that Local Municipalities may also implement alternative notice requirements for technical Zoning By-law Amendments where the amendments are required to fully implement an approved consent or zoning by-law amendment or for housekeeping purposes.

The proposed amendment was developed by County Staff and was reviewed by all staff at all the County's constituent municipalities. It is recommended that the Official Plan text be amended to give Local Municipalities the ability to delegate certain types of

minor zoning amendments to a committee of council or a municipal employee, officer, or agent. As well, notice for a zoning amendment that is or will be required as a condition of a provisional consent for lot creation for a residence surplus to a farming operation would be provided through the consent process and a formal public meeting would no longer be required.

PART B - THE AMENDMENT

The Introductory Statement

All of this part of the document entitled, Part B - The Amendment, consisting of the following text and Schedule 'A', constitutes Amendment No. 13 to the Official Plan for the United Counties of Stormont, Dundas and Glengarry.

Details of the Amendment

The Official Plan of the United Counties of Stormont, Dundas and Glengarry is amended as follows:

1. Section 8.12.6 – Add Section 8.12.6.1
2. Section 8.12.6.1 – The Council of a local municipality may, by by-law, delegate the authority to pass by-laws under section 34, 36, 39 and 39.1 of the Planning Act that are of a minor nature to,
 - a. Committee of council; or
 - b. An individual who is an officer, employee, or agent of the municipality

Further, by-laws that are deemed to be minor in nature include:

- a. Zoning Amendments that are required as a condition of approval of a provisional consent application that received no objections from the public and agencies during the required circulation period.
- b. Zoning Amendments that are required as a condition of approval of a provisional consent for lot creation for a residence surplus to a farming operation under Section 8.12.13.3.7 iii) II.
- c. A by-law to remove a holding symbol under Section 36 of the Planning Act where the conditions to remove the holding symbol have been met and any required agreements have been executed
- d. Temporary uses that are specified in the local municipality's delegation of authority by-law.
- e. Zoning Amendments to permit garden suites

Further, a by-law passed under the authority of Section 8.12.6.1 must follow the public notice requirements of the Planning Act, which may include following alternative measures for consulting the public found in Section 8.12.6.2. For greater certainty, a local municipality is not required to hold a public meeting for a by-law passed under this section during a Council meeting.

Further, a delegation of authority under this section may be subject to such conditions as the Council, by by-law, provides, including specifying that delegated authority does not apply to a minor zoning amendment where an objection is received during the public notice period.

2. Section 8.12.6 – Add Section 8.12.6.2
3. Section 8.12.6.2 – A local municipality is not required to hold a public meeting for a zoning amendment that is or will be required as a condition of a provisional consent for lot creation for a residence surplus to a farming operation under Section 8.12.13.3.7 iii) II. Public notice and agency notice shall be deemed to be provided through circulation of the associated consent application.

Further, if the local municipality does not hold a public meeting for the zoning amendment proposed under this section, the County shall include the information required under Section 34(14.5) of the Planning Act in the notice of the proposed consent application.

PART C – THE APPENDICES

APPENDIX A: NOTICE OF PUBLIC MEETING

APPENDIX B: RECORD OF PROCEEDINGS

APPENDIX C: RECORD OF PUBLIC COMMENTS RECEIVED



KEY INFORMATION

Planning, Building & Enforcement

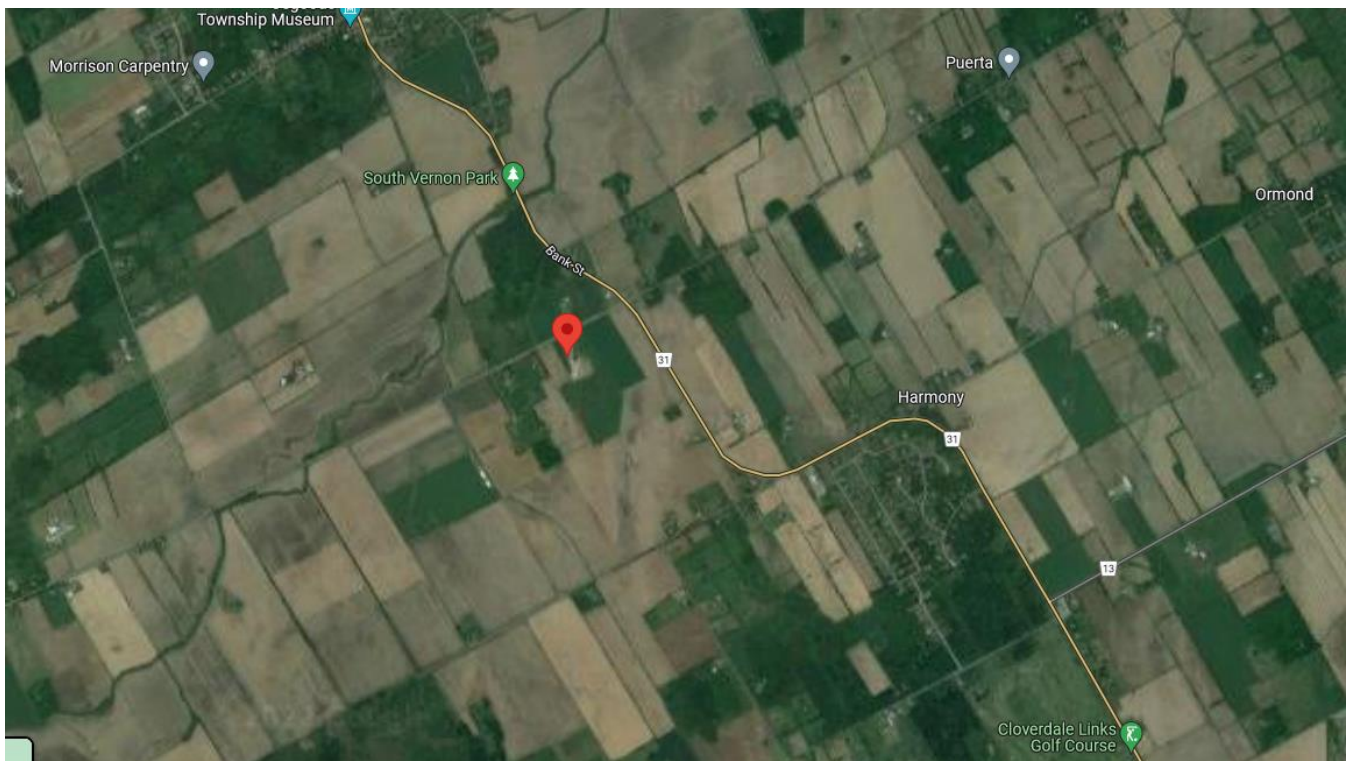
To: Mayor and Members of Council

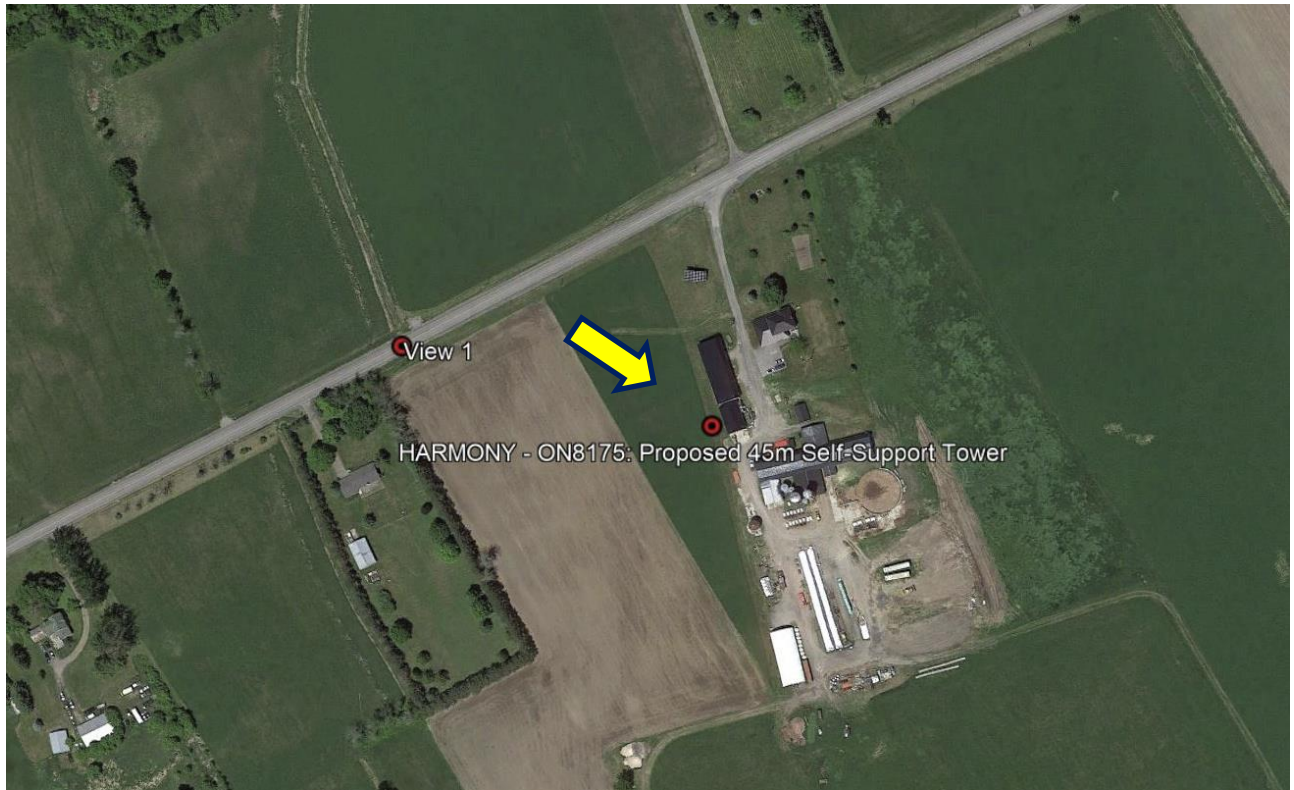
Date of Meeting: August 9, 2022

Subject: CRINS-SINRC Report 2206-0302-5133 - Xplornet Tower near Harmony - ON8175

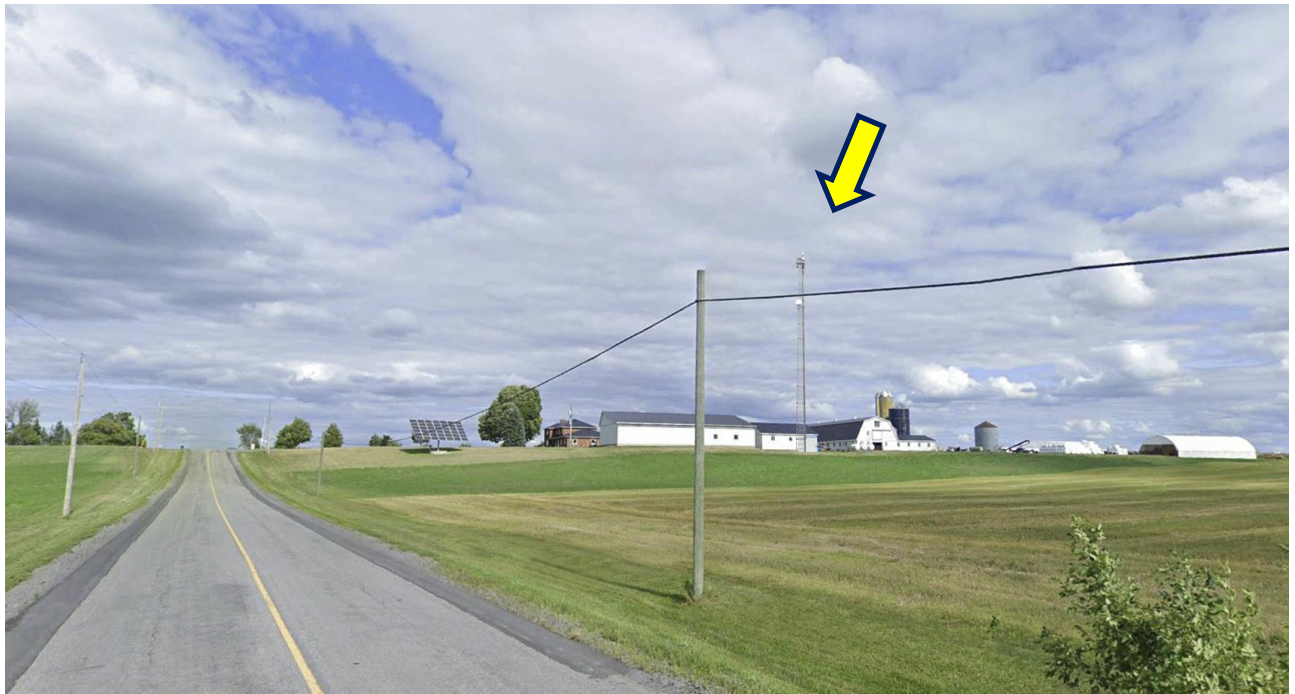
On February 10, 2015, Council adopted Resolution #21 to become a member of the Canadian Radiocommunication Information and Notification Service (CRINS) and that CRINS serve as the designated representative to receive and process applications for radiocommunication facilities on behalf of the Township of North Dundas. Further, Resolution #22 stated that "Council hereby adopts Canadian Radiocommunication Information and Notification Service (CRINS-SINRC) Reference Protocol Issue 2, and subsequent amendments as may be approved from time to time," as the Township of North Dundas' radiocommunication facilities protocol.

An application for a new 45m self-supporting communications tower by Xplornet Communications was received and processed by CRINS to be located 470 m east of County Road #31 (1.6 km from Harmony) at 7940 Belmeade Road. This communications tower is similar to the recent applications in Chesterville, Winchester, Hallville and South Mountain.





7940 Belmeade Road



Proposed Tower Location

Township Planning staff have reviewed the application and had the following observations:

1. The site is zoned "Rural (RU)".
2. Antennas and Communication Facilities are permitted uses.
3. Section 3.10 of the Zoning By-law exempts antennas and communication facilities from height limitations (Section 3.10).
4. As a structure, the communications facility must be setback a minimum of 15 metres from the road allowance (Section 10.1 (c)).
5. There are no residential dwellings within approximately 185 metres (607 feet).
6. A building permit will be required.
7. Section 4.1 of the attached Land Use Authority Recommendation Report addresses vegetation. There is no vegetation in this area (tower to be located atop a ridge). See image above.

Section 8.6 of the CRINS report provides an opportunity for Council to issue a statement for the Minister to consider. Does Council have a statement for consideration?

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: CRINS-SINRC Report – Xplornet Tower – Hallville South ON8192

On February 10, 2015, Council adopted Resolution #21 to become a member of the Canadian Radiocommunication Information and Notification Service (CRINS) and that CRINS serve as the designated representative to receive and process applications for radiocommunication facilities on behalf of the Township of North Dundas. Further, Resolution #22 stated that “Council hereby adopts Canadian Radiocommunication Information and Notification Service (CRINS-SINRC) Reference Protocol Issue 2, and subsequent amendments as may be approved from time to time,” as the Township of North Dundas’ radiocommunication facilities protocol.

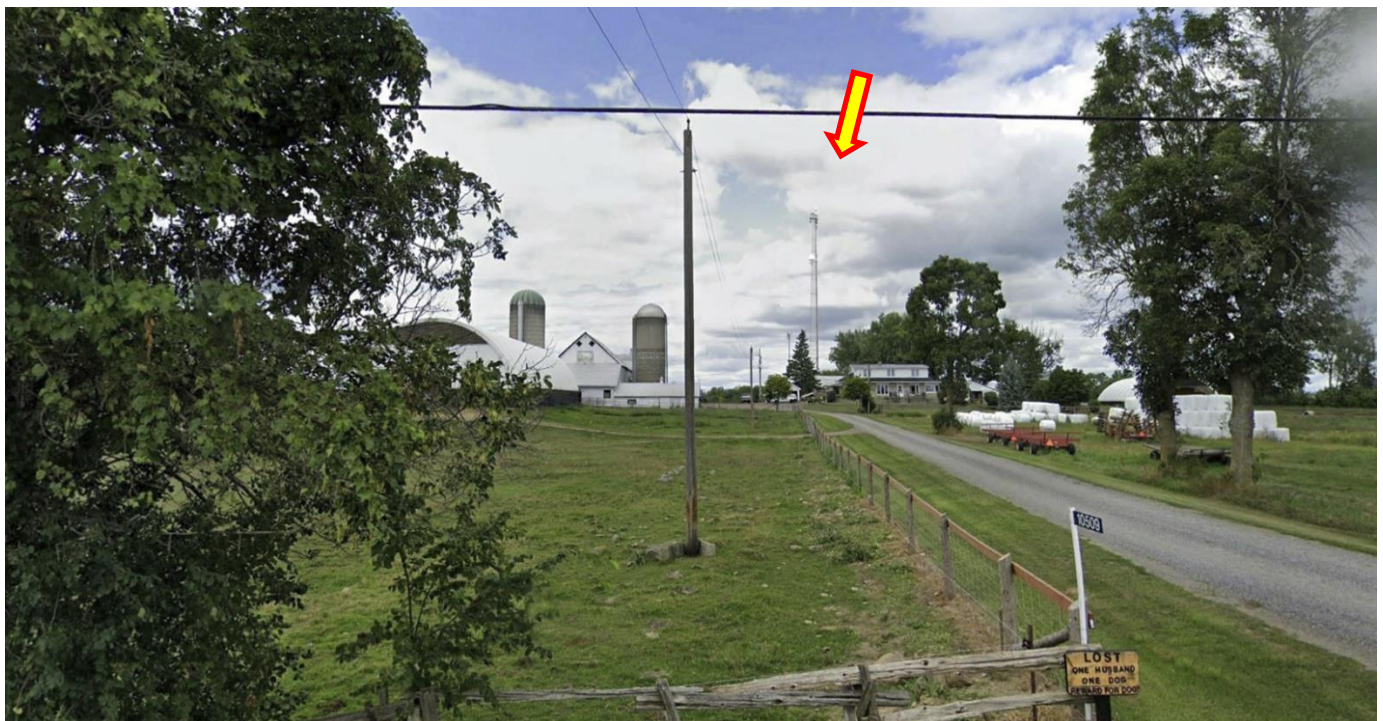
An application for a replacement 45.72 m self-supporting communications tower by Xplornet Communications was received and processed by CRINS to be located approximately 190 m north of Hyndman Road, 218 m east of County Road #43 (1.0 km south from Harmony) at 10509 Hyndman Road (File 2207-1201-5752). This communications tower is similar to the recent applications in Chesterville, Winchester, Hallville and South Mountain.



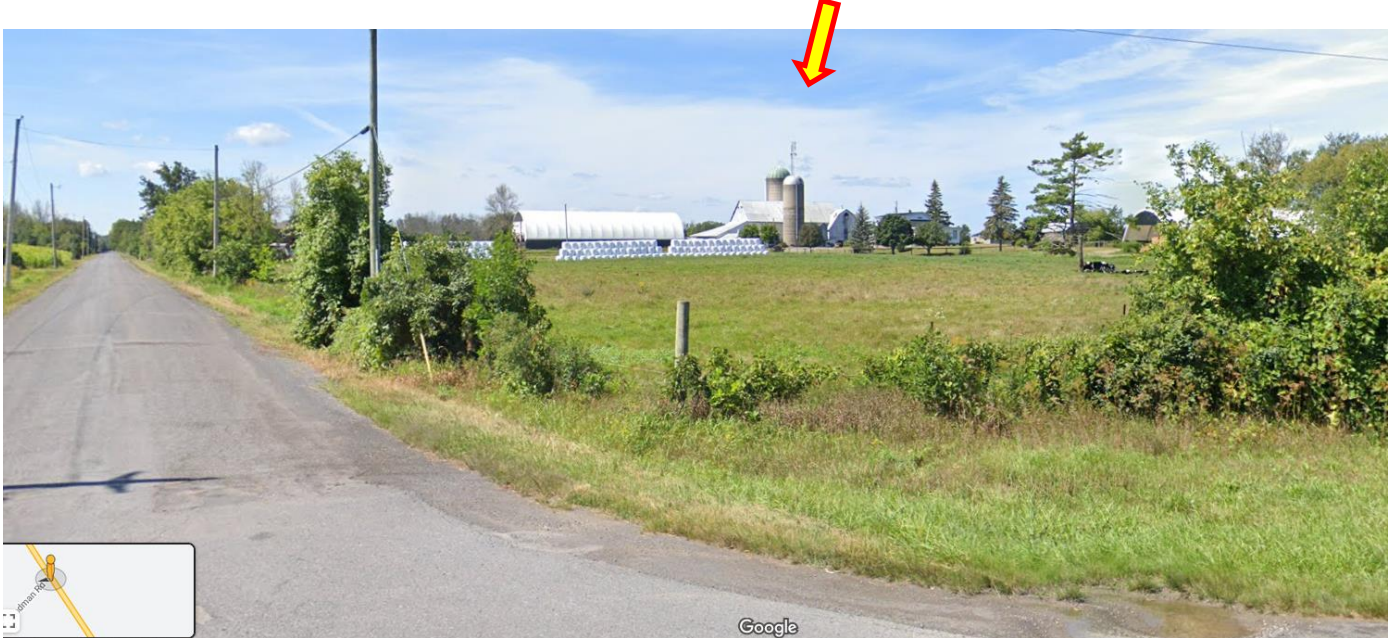
This new 45 m self-supporting tower will be replacing an existing tower located on a silo on the subject property (see image below). The new site must remain as close to the silo as possible to retain service for current clients.



Existing Location



New Proposed Location of 45m Self-supporting Tower



Existing structure – view from County Road #43 - Image from Google Streetview

Township Planning staff have reviewed the application and had the following observations:

1. The site is zoned “Rural (RU)”.
2. Antennas and Communication Facilities are permitted uses.
3. Section 3.10 of the Zoning Bylaw exempts antennas and communication facilities from height limitations (Section 3.10).
4. As a structure, the communications facility must be setback a minimum of 15 metres from the road allowance (Section 10.1 (c)).
5. There are no residential dwellings within approximately 162 metres (531 feet).
6. A building permit will be required.
7. Section 4.1 of the attached Land Use Authority Recommendation Report addresses vegetation. There is limited vegetation in this area other than along the roadside ditches. (See image above).

Section 8.6 of the CRINS report provides an opportunity for Council to issue a statement for the Minister to consider. Does Council have a statement for consideration?



KEY INFORMATION

Public Works

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Amendment to Tender No. PW-2022-01 – Asphalt Paving of Various Roads

On May 17, 2022, Council awarded Tender No. PW-2022-01 to Coco Paving Inc. in the amount of \$2,058,510.00 plus HST.

Upon subsequent review and analysis, it has become apparent that there are changes and overages above and beyond the scope of work and awarded contract amount. To offset this, two options are being proposed for Council's consideration, as set out below. Staff would then be seeking acceptance of changes from Coco Paving and the City of Ottawa.

Option 1 – Savings of \$47,693: (Recommended)

1. Pave Development Road at 6.5m wide x 50mm thick, instead of the original contract at 6.0m wide x 70mm thick. This would result in savings of approximately \$67,035.00 and would allow us to add a second lift when required in the future.
2. Pave Clark Road as per the original contract at 6.0m x 70mm. No change in price.
3. Pave Marionville Road, as per the City of Ottawa's request, at 6.5m x 90mm, instead of the original contract at 6.0m x 90mm. This would result in an overage of approximately \$7,123.90, half of which (\$3,562) would be the Township's.
4. Pave Belmeade Road (dead-end section) at 6.0m x 70mm, instead of the original contract at 6.0m x 90mm. This would result in savings of approximately \$30,360.00, half of which would go to City of Ottawa, for a total saving of \$15,315.00 for the Township.
5. Add Pulverization of Clark Road, which was not included in the original contract, at a cost of \$24,300.00, but is recommended.
6. Add Frost Taper costs, which were not included in the original contract, at a cost of \$25,000.00.
7. Coco Paving Inc. erred in purchasing HDPE culverts instead of the required CSP culverts. This material is acceptable to the Township and results in a credit of \$18,205.00.

Option 1 - Summary:

Original Tender Amount	\$2,058,510
Add pulverization of Clark Rd.	\$ 24,300
Add frost taper costs	\$ 25,000
Add Marionville Rd. extra paving cost	\$ 3,562
Less credit for culverts	\$ 18,205
Less savings for paving of Development Rd.	\$ 67,035
Less savings for paving of Belmeade Rd.	\$ 15,315
Total	\$2,010,817
Total Savings for Township	\$ 47,693

Savings could be applied to completing the sections of Kerr's Ridge Road and Church Road.

Option 2 – Overage of \$98,008:

1. Pave Clark Road as per the original contract at 6.0m x 70mm. No change in price.
2. Pave Development Road at 6.7m (the current widest section of the road) x 70mm, instead of the original contract at 6.0m wide x 70mm thick. This would result in an extra cost of \$65,351.
3. Pave Marionville Road at 6.5m wide x 90mm instead of the original contract at 6.0m x 90mm. This would result in an extra cost of approximately \$7,124, half of which (\$3,562) would be paid by the City of Ottawa.
4. Pave Belmeade Road as per the original contract at 6.0m x 90mm. No change in price.
5. Add Frost Taper costs, which were not included in the original contract, at a cost of \$25,000.
6. Add Pulverization of Clark Road, which was not included in the original contract, but is recommended at a cost of \$24,300.
7. Coco Paving Inc. erred in purchasing HDPE culverts instead of the required CSP culverts. This material is acceptable to the Township and results in a credit of \$18,205.

Option 2 - Summary:

Original Tender Amount	\$2,058,510
Add Development Rd. paving costs	\$ 63,351
Add Marionville Rd. paving costs	\$ 3,562
Add Frost Taper costs	\$ 25,000
Add pulverization of Clark Road	\$ 24,300
Less credit for culverts	\$ 18,205
Total	\$2,156,518
Total Overage	\$ 98,008



KEY INFORMATION

Public Works

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Extension of Wincrest Avenue

In 2019, discussions began regarding the extension of Wincrest Avenue. This road was identified as a condition to the severance of an adjacent property and also included in the site plan agreement for the ultimate development of Wellings of Winchester. The extension of the road was to provide construction access to the Wellings development on an interim basis and an alternate access once completed. Staff negotiated with both property owners (one being Wellings) to form a three-way partnership, with the Township, for the construction and funding of the extension of Wincrest Avenue. A draft agreement was circulated to all parties in early 2020. Negotiations and revisions took place, but the agreement was not finalized.

It was originally proposed that Wellings would undertake the construction due to efficiencies with their ongoing road construction. Later it was determined that Wellings might undertake the road construction as part of their later phases, so the Township decided to undertake the construction to ensure that the road would be ready when required by either party.

On July 13, 2021, Council approved the award of the design of Wincrest Avenue to CIMA+ Canada Inc. which they completed in October 2021. The required permit was obtained from South Nation Conservation. At the same meeting Council also awarded the construction of the extension of Wincrest Avenue to A.L. Blair in the amount of \$246,445, plus HST subject to the signing of a cost sharing agreement with the two property owners and the Township. A.L. Blair had been awarded the road construction tender for 2021 and were willing to honour the unit rates in that tender, and to add the construction of Wincrest Avenue. The original draft agreement was revised accordingly and sent to Wellings in October 2021.

A. L. Blair planned to commence road construction in December and complete the road in January; however, the Township did not have a signed agreement from Wellings in December so construction was put on hold. We received the final comments from Wellings on January 6, 2022 and the final agreement shortly thereafter. It was approved by Council on January 18, 2022. Due to the winter conditions at the time of signing, the work was not undertaken immediately.

The agreement includes \$175,000 in capped funding from the property owners with the rest of the cost to be funded by the Township of North Dundas. It was anticipated that the Township's share would be \$125,000.

In June 2022 we found out that due to the delay from the originally anticipated schedule, the contractor would not be able to complete the work. As a result, we have obtained prices from 2 other contractors. We are waiting for pricing from a third contractor, but the cost of fuel and asphalt has risen significantly since the original quote in July 2021. The Township's Public Works department is also assessing the project to try to find cost savings. They may be able to find time to complete some of the preliminary work in house, thus reducing the project cost. We will provide an update to Council at the next meeting.



KEY INFORMATION

Clerk

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Abandoned Cemeteries in North Dundas

According to the Bereavement Authority of Ontario (BAO), the Township of North Dundas, under Operating license 3303096, is registered to be responsible for 8 abandoned cemeteries. According to the Funeral, Burial and Cremation Services Act, 2002 (the Act), a Municipality is responsible for any abandoned burial grounds. The 8 identified by the BAO are:

- Brown Cemetery (traditional)
- Inkerman Cemetery (traditional)
- Coyne Cemetery
- Crowder Cemetery (originally named D. Guy Farm Cemetery)
- Lannin's Cemetery
- St. Peter's Anglican Cemetery (traditional)
- Village of Chesterville Abandoned Cemetery 1
- Village of Chesterville Abandoned Cemetery 2

While these are the cemeteries outlined by the BAO as abandoned, they may or may not form a complete list of the Township's obligations at this time. The BAO categorizes any burial grounds as a 'cemetery', 3 of the above list constitute traditional cemeteries while the remaining 5 are either single stone grave markers or a small collection of marked graves.

The Township recently received a resident complaint regarding the condition of two of the above noted cemeteries; Brown Cemetery and Inkerman Cemetery. Under the Act, the Township has the obligation to maintain the cemetery grounds, including all lots, structures and markers to ensure the safety of the public and to preserve the dignity of the cemetery. Although these properties are being mowed on a regular basis, the shrubbery around the markers had become overgrown. The Recreation and Culture Department sent a crew to rectify this situation. Update photos are below.

As the photos show, a number of the markers are in need of repair. We were advised by the BAO not to try and repair toppled and broken markers ourselves. We are obtaining quotes for a professional to address this issue and we will include the cost in the 2023 municipal budget.

Under the Act, the Municipality is also responsible for ensuring every person has reasonable access to a lot or scattering ground at any time except as prohibited by the cemetery bylaw. We are also obtaining quotes to clear a pathway to enter into the Brown's cemetery through the Wellings of Winchester development.

Browns Cemetery – July 2022 photos:





Inkerman Cemetery – July 2022 photos:







KEY INFORMATION

Recreation & Culture

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Winchester (WCP) & Chesterville (CPP) Pool Update

In 2019 (prior to Covid-19), there were 7 full-time pool staff members in Winchester and 7 full-time pool staff members in Chesterville. There were also 6 call-in staff members. All 20 staff members were qualified as both Lifeguards and Swim Instructors.

Despite hiring every qualified applicant for our pool positions this year, we were only able to fill 10 full-time positions, 1 part-time position, and 2 call-in positions. We only hired 13 staff members opposed to the 20 staff members that were hired annually prior to the Covid-19 pandemic. 6 individuals are working full-time at WCP and 4 individuals are working full-time at CPP. 1 individual is working on a part-time basis at CPP due to certification restrictions. There are 2 individuals who are willing to work on a call-in basis; however, they both work full-time elsewhere, so their availability is very limited. Out of all 13 staff members, 11 are fully qualified as lifeguards and instructors, 1 is only lifeguard qualified, and 1 is only instructor qualified. The Pool Coordinator occasionally acts as a fourteenth staff member who is qualified as both a Lifeguard and Swim Instructor. Many Lifeguards/Swim Instructors work at both WCP and CPP to fill in gaps.

Interviews for the 2022 pool staff positions were held in April. Prior to opening swimming program enrollment, we had a sufficient amount of Lifeguard/Swim Instructors (14 full-time staff). In mid-June, 3 full-time staff resigned, and became employed at neighboring pools/waterparks. Unfortunately, programs weren't able to be cancelled since enrollment was already open for the public to register their children. The Recreation Coordinator and Pool Coordinator decided that we had sufficient Swim Instructors to run swimming programs, but public swim hours needed to be reduced.

Due to staff illnesses/absences, various swimming lessons were cancelled the week of July 18th at both pools. On Thursday, July 21st and Friday, July 22nd, the Winchester Centennial Pool was closed for all pool programs (swim team, pool rentals, public swim, and adult & lane swim) except the swim lessons that were instructed by the staff who were scheduled to work and not away due to illness. The pool programs were cancelled in Winchester on Thursday & Friday because 4/6 lifeguards were absent and we need at least 3 on shift in order to maintain the mandatory safety ratios of instructors to swimmers. For the pool rentals and swim team, the organizers and parents were contacted via email. The notice of cancellation of the effected public swim times and the adult & lane swim, was promoted through the municipal Facebook page and website, as well as a sign on the WCP door. The Pool Coordinator rearranged classes in an effort to avoid cancelling lessons, but this was not possible. The Pool Coordinator also attempted to fill the gaps with call-in staff, but with no success. 180 classes were intended to run the week of July 18th, collectively between

the two pools, however, after the week ended, a total of 31 classes had been cancelled. The Pool Coordinator filled as many gaps as she could, but it was impossible for her to be able to substitute for all missed classes. She split her time evenly among the classes that were being cancelled to ensure that no group missed more than 2 classes. In the event that instructors were scheduled to be away (Covid-protocol), parents were emailed with instructions and next steps. When the cancellation was decided the day of, the Pool Coordinator called parent/guardians to advise them as soon as possible about the cancellation. After two days of cancellations, parents were either offered a partial refund (for the 2 classes missed) or makeup lessons. The makeup lessons are being offered in Chesterville only due to availability in the current schedule where private lessons have not been booked. Make-up lessons are being offered from August 1-26 on weekdays only, from 11:00-11:30 am. The children who are permitted to enroll in the private lesson are those who will need the extra lesson to be able to pass their level, or those whose parents would simply prefer them to keep swimming rather than receive a refund. These lessons will be booked through the Pool Coordinator. Although it would be ideal to have these makeup lessons in Winchester as well, there is no time in the schedules available to have this as an option, as our current Lifeguards/Swim Instructors are already working as many hours as possible.

The Pool Coordinator contacted H2o – a third party source that rents out Lifeguards, and unfortunately, they are suffering from the same staff shortage problems. Also, for future reference, H2o does not provide their services outside of the Ottawa-Gatineau area.

There has been an advertisement for Lifeguards/Swim Instructors on the Township of North Dundas Facebook page, but we have not received any applications since our initial hiring in the spring. The Pool Coordinator responded to two inquiries regarding staffing and volunteer opportunities at the pool. This resulted in hiring one call-in lifeguard and one volunteer to help with lessons. There have not been any new applications received since April. Lifeguards that have worked for the Township of North Dundas in the past were also contacted, but there was no interest/availability.

Determining the cause and solution for the current shortage of qualified pool staff is very complex (many Lifeguards were on the end of their Lifeguarding career prior to the Covid-19 pandemic, simply due to their age and the fact that they had completed their post-secondary education and were moving into careers). Younger Lifeguards were unable to certify when pools were closed. Other pool staff moved into more secure, front-line worker employment positions, that provided more job security when the provincial and/or local government and/or Eastern Ontario Health Unit introduced orders & directives; some of which included closing recreational amenities, including public pools. Physical fitness and finances were highlighted as concerns/barriers to obtaining certifications.

It has been suggested that we inquire about running a National Lifesaving Society (NLS) course (Lifeguarding) and LSI/WSI course (Instructional), in our North Dundas pools. This course requires about 44 hours to complete, over a period of 8 weeks, which would therefore limit participants to completing up to one level during the summer. Additionally, we do not have the time in either pool schedule, to be able to offer this course since the majority of the days/weeks at the pools are occupied with swimming lessons, pool rentals, swim team, public swim, etc.

The NLS suggested that we run a 'crash course' in late June, right when high school gets out for the summer, or in late August, or early September, before school returns. This course would be a 1 week in duration with approximately 9-hour days. There must be a minimum of 8 participants in the exam. Although not required, there should be 8 participants in the course to be able to create realistic scenarios for the Lifeguards in-training to be properly equipped with the skills that are needed to be a Lifeguard. We would also need access to a classroom, but of course the use of one of our municipal facilities could be scheduled. The Township of North Dundas pools do not have the required equipment to run these courses, so there will have to be many purchases prior to conducting the courses, at an estimated cost of \$2,700 (2 spinal boards, 2 mock AEDs, white board) + one manual per participant, at a cost of \$45.70 each. NLS/LSI/WSI Instructors that are qualified to instruct and examine these courses are also in short supply, so if there was a possibility to run these courses, it is not guaranteed that we would be able to staff them.

The NLS also suggested that the municipality review wages for pool staff, as well as consider registration rebates for individuals who pass the courses and come to work for the municipality.

Furthermore, the NLS advised that we could hire assistant guards, who are individuals that have passed the Bronze Cross level. They can guard, as long as there is an NLS certified guard on deck with them. Swimmers who pass the course in our pools will be approached about employment opportunities, however, when Bronze Medallion and Bronze Cross (prerequisites for NLS) were conducted earlier in the summer, there were only 6 participants enrolled between both courses with 2 candidates participating in both.

Based on the feedback the Township has received and the Pool Coordinator's experience in aquatics, the best way to tackle the staffing crisis would be to have candidates enroll in courses in Ottawa or Cornwall in the evenings, weekends, and during breaks from school (ie. March Break and Christmas). By doing this, candidates can complete several courses in one year, and the process to becoming a Lifeguard/Swim Instructor would be much quicker. The Pool Coordinator contacted the City of Cornwall, and the Aquatic Supervisor explained that they offer both NLS and LSI twice over the fall/winter/spring terms while the Township of North Dundas' pools are closed. The City of Ottawa also conducts several of these courses throughout our non-operational period.

To incentivize candidates to become Lifeguards/Swim Instructors, the Lifesaving Society has explained in their 'Staff Shortages Solutions' Webinar that many employers are increasing pay wages as well as offering rebates for completed courses. As mentioned by some members of the public on Facebook, the cost of gas and registration for the final courses is too expensive to be able to participate. It is suggested by the Pool Coordinator to increase pay wages for Lifeguards/Swim Instructors and to offer a rebate for their gas and enrollment fees after one year of employment.

Please see the attached links for further information regarding Canada-wide Lifeguard shortages:

<https://www.ctvnews.ca/health/coronavirus/lack-of-certification-during-pandemic-fuelling-lifeguard-shortage-officials-say-1.5971045>

<https://www.cbc.ca/news/canada/lifeguards-swimming-lessons-shortage-1.6519453>

For the Winchester Swim Meet this summer, 3 Maintenance/Parks Labourers were assigned to help with duties to ensure the event ran smoothly. They worked as canteen helpers, runners, on-deck organizers, and cleaners. Members of the Winchester Fire Station also volunteered their time to run the barbeque for the meet.



KEY INFORMATION

Recreation & Culture

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Geocaching Project

Geocaching is an outdoor activity where a smart phone app called “Geocaching” is downloaded and used to find hidden containers all over the world. Through the app, participants can hide their own geocaches for others to find and/or use it to see locations of geocaches that have been hidden by others. This activity can be done at any time, both independently or as a group, and has no limit to how many a geocacher can find. It is an amazing activity that offers the opportunity to get outside, learn, and have fun.

16 geocaches have been created by our Junior Communications Officer and will be hidden in locations across the Township of North Dundas. 12 geocaches will be placed in our parks – Chesterville Community Park, Thompson Park, Flynn Park, Harmony Park, Veteran’s View Park, Morewood Community Park, Mountain Memorial Park, Rick Cauvier Memorial Park, 100 Club Park, Scented Garden, and Sweet Corner Park - with the other 4 being placed at buildings and locations that hold great history to North Dundas – Old Town Hall, Chesterville and District Heritage Centre, Inkerman Rink, and the Battle of Hill 70 Memorial Site. The geocaches will be hidden in a space that is not tough to find or get at. They are metal, small, waterproof, green containers that have a Township of North Dundas sticker on them. They will all contain a log for the finders to be able to record their name and the date. The geocaches in the parks will contain a kids joke and the ones hidden at the historical sites will contain a “Did you know?” fact. As the geocaches are placed in their hiding spots and uploaded to the app, the app will provide a brief but informative description and related picture for the historical sites, and a joke with a picture for the parks.

In order to keep these geocaches maintained, the Recreation & Culture Department staff team will be checking on them as part of their regular facility maintenance program. The staff team will also keep an envelope of logs in their vehicles, in order to be able to add a sheet as required and replace any that are damaged.

To promote this project to the community, it will be posted on Facebook and the Township’s website with a contest – “The Passport to Geocaches.” Participants will have a chance to enter to win a children’s prize pack, for the geocaches that are hidden in the parks, or an adult prize pack, for the ones that are hidden at the historical locations. A promotional flyer is currently being drafted.

Written by:
Savannah Coleman
Junior Communications Officer



KEY INFORMATION

Economic Development & Communications

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Proposed CIP Amendments

- The purpose of this report is to consider amendments to the current Community Improvement Plan (CIP).
- A CIP has been in place since 2013, with the current version being in effect since 2017. The CIP comes up for renewal every five years to give the Township the opportunity to make revisions to reflect the current economic climate. The current CIP term expires on December 12th.
- Since 2013 there have been 50 CIP applications received. Over this time period, \$24,475 in Signage and Awning grants, \$91,570 in Façade grants and \$195,853 in Commercial Improvement Loans were approved with an approximate total work of \$1,102,632.
- The draft CIP will be going before Council at the September 13th meeting for consideration. Immediately following this meeting, a draft copy will be provided to the Ministry of Municipal Affairs and Housing for their 60 day review period.
- A notice of public meeting will be advertised in a public newspaper and on our website starting on November 10th, in adherence to the 20 day public notice period, for the public meeting that will be held on December 6th prior to the Council meeting to present the draft CIP for adoption. If there are no objections, the new CIP will be in full effect as of December 6th. There is a 20 day appeal period following Council's adoption of the CIP, if no appeals are received then the decision is final.
- A list of potential amendments to the CIP is attached for discussion.

Subject: CIP Amendments

Below is a listing of proposed edits to the current CIP for Council to consider if they would like to see them included in the draft CIP being brought forth to the August 9th meeting. Council is also encouraged to propose additional edits at this time.

Proposed edits to Section 5.4 Design Guidelines

- Section 5.4 CIP Environmental Site Assessment Grant Program: For properties for which a Phase I ESA exists and for which a Phase II ESA is required. A maximum 50% matching grant of up to \$10,000 for the cost of the Phase II ESA. The Township of South Stormont has such a program in place.
- Section 5.4 CIP Façade Grant: To add in parklets as eligible expenses and to specify that licensed food trucks can apply. This is in addition to the CIP Loan that can be obtained for parklet expenses.
- Section 5.4 CIP Façade Grant: To add in community art, mural and information plaques as eligible expenses.
- Section 5.4 CIP Signage Grant: To add in that roof top signage and single post pylon lite signs as ineligible expenses.
- Section 5.4 CIP Façade Grant & CIP Loan: To add in that eavestroughs are ineligible expenses.
- Section 5.4 CIP Loan: To add in that parking lot improvement applications must include additional improvements beyond just the paving or surface improvements, standalone paving applications are not accepted.
- Section 5.4 CIP Façade Grant: To add in installation of grass, trees, plants and flowers as eligible expenses.
- Section 5.4 CIP Municipal Tax Increment Rebate Program: To provide a rebate to applicants whose Township property taxes have increased as a result of development on their property. The program stimulates investment by deferring the full increase in taxation (municipal portion only) associated with the reassessment through rebates that are equivalent to a portion of the resulting property tax increase over a 5-year period. The first year the rebate would be 100% of the increase and then 20% per year for the remaining 4 years. It would apply to renovations in excess of \$50,000. The Town of Perth has such a program in place.
- Section 5.4 CIP Façade Grant & CIP Loan: Improvements that involve accessibility improvements will be eligible for 75% coverage instead of 50% to encourage.
- Section 5.4: Increased funding levels for inflation based on the Consumer Price Increase. Façade Grant \$5,000 (2013 last increase), Signage/Awning \$1,700 (2017 last increase), and CIP Loan \$17,000 (2017 last increase)

Proposed edits to Section 5.5 Eligibility

- Section 5.5 Eligibility: Allow non-profit organizations or charities to apply if they have improvements to a building or property in which they occupy or want to do community art projects.
- Section 5.5 Eligibility: To allow residentially zoned homes in the immediate vicinity of the downtown core, as defined by a map to apply for a CIP Façade Grant.
- Section 5.5 Eligibility: To allow institutionally zoned properties to be eligible to apply to permit specifically churches and religious buildings and buildings owned by private non-profit organizations

- Section 5.5 Eligibility: To allow industrially zoned properties to apply to the CIP
- Section 5.5 Eligibility: The Ministry has been contacted to determine if we are permitted to include a provision to exclude blue chip franchise type businesses from applying to the CIP, thus reserving the program for other locally based businesses more in financial assistance.

Proposed Edits to Section 5.6 Application and Approval Process

- Section 5.6 Approval Process: Allow for a one-time 6-month extension over the current 12-months to complete a project.
- Section 5.6 Approval Process: Upon completion of work, applicants are required to display provided signage for at least a 6-month period indicating that the work is a result of the CIP program.

DOWNTOWN WINCHESTER COMMITTEE

April 18, 2022

PRESENT: Own, Gary, Vince, Bev, Linda, Eric, Sandie. And 2 new helpers - Char and Ed

DISCUSSION: 1) Pre Covid 3 large wooden tulips were carved in the park and are now in storage. Kelly from Planted Arrow would like to get groups to paint them and display them. More discussion is needed to determine groups, proper paints to be used and where to display.

2) The Black Walnut Group would like to see Blue lights in the park in September to celebrate Prostate Awareness month. Vince said a blue flood light could be used and shine it on the fountain.

3) A memorial for Gloria Stewart (GJ) was suggested by Bev. Inscribe a stone and place it near the flagpole and perhaps have a Dedication ceremony on the first anniversary of her passing.

4) Flowers have been ordered for the park and will be ready by May long weekend. An email will be sent to committee members to organize a work bee to weed and plant garden and flower containers.

5) Flags will most likely need to be replaced at end of this season as well as some hardware. And the wreaths (in storage) will need to be "fluffed" and new bows made. A work party will be organized in late October.

6) Park maintenance - Sandie and Ed will look after mowing and watering. Some stones need to be pressure washed and inscriptions painted. The lamp posts need to be painted as well. A painting bee will be organized.

BIKE NIGHT: After a 2 year hiatus our Bike Nights can return and will be held on the second Thursday of June (9th) July (14th) August (11th) and September (8th) from 5pm to 9pm. The roads will be closed by 4 p.m. and no cars will be allowed in downtown area (only Motorcycles). The groups selling 50/50 tickets will also provide volunteers to man the three entry points. There is a different group each month - Black Walnut group, Carefor Nordun, House of Lazarus and Community Food Share. Each group is also responsible for securing licence and printing tickets for the draw to be held at end of the evening. The restaurants have all been approached and are all on board as well as Simply Baked and Joanne Martin. Vince has also organized 2 breweries each night. (Humble Beginnings, Windmill Breweries, Rurban Breweries, Etienne Brule, Smokey Ridge and will source out more if needed). Vince is also arranging music for each night (Last of Duke Street Kings, Eastbound of ByTowne and Bordertown). The paperwork has been done applying for Special Occasion Permit, booking tables and chairs from township and liquor licences. Vince has also been hard at work getting sponsors TBA at a later date.

Another meeting will be needed before first event and committee members will be notified.



MONTHLY ACTIVITY SUMMARY

Recreation & Culture

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: MAS – Aug. 9th - RC

- The hot water tank that services the Winchester Fire Station, was replaced.
- The Facilities Manager hosted facility tours for the snow maintenance tender.
- An AODA lock was ordered for the accessible washroom in the Old Town Hall.
- Camouflage Property Maintenance was contracted to bush hog the high grass and brush, as well as grade, the passive parkland in the Sandy Row Subdivision. They will be returning to disperse crushed rock, in order to complete the swale.
- Drainage work in the Rick Cauvier Memorial Park, close to the playground, commenced on Tuesday, August 2nd. Sock tile is being installed and will be connected to the existing storm drain, behind the resource centre, in order to rectify excess water in the playground.
- The Director of Recreation & Culture attended a site meeting at the new Hallville Community Park, with our Patrol Supervisor/Drainage Superintendent, as well as three staff members from the Counties. The parties determined the scope for work for the replacement of the culvert for the ditch that is in front of the Hallville Community Park. The Counties will be replacing the large culvert on Reids Mills Road at the same time. All clean fill from the culvert replacements will be trucked into the park and later used to elevate low-lying areas.
- Our Patrol Supervisor/Drainage Superintendent & Facilities Manager worked together to schedule the Hallville Community Park to be cut using the Township bush hog from the Public Works Dept. the week of July 18th. Special thanks to Dave Kirk, Roads Operator/Labourer, from the Public Works Dept., who did a great job cutting. Positive feedback was received from residents in the Hallville community. A new park sign has been ordered that matches our other park and village gateway signs.
- Geocaches are being prepared by our Junior Communications Officer, to be placed in our municipal parks and four other locations that have historical significance.

- Sensor lights overlooking the decks of our two municipal pools were installed, in an effort to eliminate trespassers from using the pools in the evening.
- The light poles surrounding the tennis/pickleball courts in the Rick Cauvier Memorial Park were connected. The parking lot light will be reconnected to the main power in the maintenance shed via new underground wiring and a new outlet will be installed on the parking lot light pole. A budgetary price has been requested for an outlet at each end of the outdoor rink, in anticipation of putting lights up over the rink for evening skating events in partnership with the South Mountain Recreation Association.
- Obtained a quote for the replacement of the Winchester Library Branch washroom lights.
- Interior painting of the Chesterville & District Heritage Centre is now complete. The replacement of the flooring was awarded to Curran Flooring Centre in Chesterville and the material was ordered. Subsequently, the Chesterville & District Historical Society (CDHS) opted to expand the scope of the replacement, to include the area under the existing riser. A quotation has been requested from the contractor, for the additional scope of work. A grant was applied for, in hopes to be awarded funding for the facility updates. An amendment will be issued for the grant, to seek additional funds for the increased scope of work. Should we not be successful with the grant, the CDHS will pay for the additional cost of the flooring.
- Hosted a Forklift Training course in the Sam Ault Arena on July 19th, for all full-time Recreation & Culture Dept. team members.
- Two team members from the Recreation & Culture Dept. as well as one from the Public Works Dept., and one from the Planning, Building and Enforcement Dept., attended a Working at Heights re-certification course in Kemptville on July 5th.
- Host a full certification Working at Heights Course at the Sam Ault Arena on July 7th
- The Recreation & Culture Department hosted an open house at the Hallville Fire Station on Monday, July 25th from 6-8pm, in order to obtain community feedback for the two optional park concept plans. The meeting was very well attended with an estimated 50 people in attendance.
- On Saturday, July 16th there was a municipally-operated bar in the Joel Steele Community Hall, which sold approximately \$625 in revenue for an adult birthday

party. Another municipally-run bar was hosted in the same hall on Saturday, July 23rd, for another adult party. The revenue was \$873.

- The first three Meet Me on Main Street events have been a huge success. Starting with Morewood on Wednesday July 6th, we sold 572 alcoholic beverage tokens. At our previous Meet Me on Main Street in Morewood, in 2019, we sold 396 tokens. A difference of 176 tokens.
- The first ever Marionville Meet Me on Main Street was hosted on July 13th. It was very well received and exhibited a great partnership between the Township of North Dundas, the City of Ottawa, and the Township of Russell. Members of the public were approaching Township staff all night to thank us for hosting the event.
- The South Mountain Meet Me on Main Street took place on July 20th, on the section of street in front of the Rick Cauvier Memorial Park.
- All employee declarations have been submitted to Canada Summer Jobs.
- Ice contracts for the 2022/2023 ice season were issued to all user groups that ice request forms were received from.
- The first kayak lending program, which is held at the Chesterville Boat Launch, was scheduled for Tuesday, July 12th, but due to a risk of thunderstorms and with participant safety a priority, it was rescheduled to Thursday, July 14th. The program attendance was low, with only 8 participants, but was very well received. The second event was held on Wednesday, July 27th and had 5 participants.
- Tennis lessons started back up in South Mountain. They were held on Thursday, July 21st and July 28th from 9:00-11:00am. Individuals can learn how to play, enhance their skills, and have fun.
- Winchester Sox Ladies Softball has finished for the season and the boys hardball are in the playoffs.
- We will once again be entering into a long-term rental agreement with CareFor Nor-Dun for the Nelson LaPrade Centre. They will be restarting their seniors programs in that facility, which were on hiatus due to COVID-19.
- Our Administrative Assistant applied to the Ontario Trillium Fund for funding for playground equipment, picnic tables, signage and pathways for the park property that is located on James Street, in the Davidson Heights subdivision in Winchester.
- Issued a tender for the 1971 John Deere tractor that was declared surplus. The tender will close Monday, August 8th.



MONTHLY ACTIVITY SUMMARY

Public Works

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: MAS – PW – JULY 2022

The Public Works department performed tasks as follows:

Management/Administration:

1. Continue to meet with residents concerns over potholes, weeds, drainage.
2. Started work on Municipal Drain maintenance for fall 2022.
3. Completed excavator training for 8 employees.
4. Continue to work on snow removal, street light locate tenders.
5. Completed interviews for new civil engineering technician position.
6. Reviewed bids / submissions for Low Level Water Crossing Tender and wrote Council report.
7. Reviewed bids / submissions for Street Light Locate Tender and wrote Council report.
8. Continue to work on road closures for various community events and construction projects.
9. Continue to process Applications for Municipal Consent.
10. Continue to process Locate Requests from Ontario One Call with OCWA.
11. Continue to enter temporary road closures into Municipal 511.
12. Continue to enter resident complaints, concerns, issues in foreAction E11.
13. Continue to make requests to contractor for maintenance/repairs of streetlights.
14. Continue to perform meter reading on monthly and quarterly basis.

Transportation:

1. Completed maintenance gravel and calcium on Kyle Rd., McLaughlin Rd., Stevens Rd., Gibeault Rd., Coyne Rd., McIntosh Rd.
2. Added a centre strip of maintenance gravel and calcium to Rae Rd. from Baker Rd. to CR43, Sandy Row Rd. from Cass Bridge Rd. to Sevita laneway.
3. Completed rest of calcium application to remaining gravel roads.
4. Completed all roads first pass with mower.
5. Completed brushing on Hogaboam Rd., and half of Kyle Rd.
6. Completed 300 m ditching on dead end of Belmeade Rd.
7. Completed ditching on Louise Street Winchester from Fred St. to Henderson Cr. (west side).
8. Completed ditching on Wicker's Way Rd. from Fred Street to first driveway heading North (east side).

9. Award tender to H&E Contracting for low level crossing installation on South Castor River M.D.
10. Install new entrance culvert on CR13 in Walter Stewart M.D.
11. Installed new cross culverts on Development Rd., Clark Rd. in preparation for new asphalt.
12. Set up new speed radar signs on Howard St., Winchester, Main St., Chesterville, Main St., Morewood.
13. Completed cold mix patching for large holes on Belmeade Rd., Fawcett Rd., Loucks Rd.
14. Completed hot mix patching on Nation River Rd. (13.62 tonnes).
15. Continue to repair and replace signs throughout Township.
16. Set up and take down temporary signs for the Township Special Events.
17. Replaced large metal storm sewer grates on Francis St., Chesterville and May St., Winchester.

Fleet:

1. AIC Inspections Completed – 3254
2. AIC Inspections to be completed – PT2B – frame replacement and body installation anticipated to be completed by the end of August – 3205 – anticipate disposal of unit when new truck arrives in the Fall
3. Mechanical Fitness Inspections Completed – 3206, 3212, 3218, 7754, 7757, 7763, 42
4. Wheel Retorques Completed – 2200, 7754, 3218, 3209, 3206
5. 3223 – replace turbocharger oil drain tube – replace starter – repair b/u lights and alarm
6. 3224 – edges swap multiple times
7. 3209 – axle installation complete
8. 3203 – repair coolant leak – repair water leak @ on/off valve
9. 3215 – replace L and R exhaust manifold gaskets
10. 3232 – replace missing/damaged hammer bolts – service call to McIntyre Rd for damaged hammer bolt
11. 3253 – replace leaking fuel cooler – repair tailgate and replace hinges for fold down box sides
12. 3206 – repair ABS wiring
13. 3218 – change engine oil and filter – flat tire
14. 3212 – replace etched windshield @ KrisAlis Glass
15. 3213-2060 – install gear box – repair cracks in mower body
16. 3213-2070 – replace water pump
17. 3217 – remove brush head and install ditching bucket
18. 3252 – repair toolbox @ Dundas Machine
19. 42 – MIL inspect – evaporative emissions code – loose fuel cap – change engine oil and filter
20. 43 – replace stolen catalytic converter
21. 44 – hydraulic leak repair in R hopper – L lower finger adjust
22. LF252B – replace damaged hydraulic swivel on grapple bucket
23. Recreation trimmers – repair 2
24. 7754 – marker lights – flat tire L rear – inspect ramp assist springs – assessing plan for additional ramp lift assistance
25. 7752 – replace damaged R side hydraulic cooling fan – adjust park brake – straighten

- mower deck – flat tire L front caster
26. 7759 – L front deck gauge wheel install
 27. 7745 – R front steering knuckle reseal
 28. 7761 – replace defective fuel pump module – replace damaged R tail lamp – repair tailgate
 29. T3 – repair air leak at shore line connection
 30. R3 – replace seized rear brake caliper
 31. P3 – install Golight work light – repair air horns
 32. S3 – install bed slide

Fleet - General and Facility Inspection:

1. Dave Sheldrick – obtained working at heights recertification
2. CVOR renewal information prepared and sent to PW Director
3. Receive and prepare new unit for Bylaw dept. (#2201)
4. Contacted Freightliner of North Bay for update on the new 3 Ton truck. The truck is reportedly in production.



MONTHLY ACTIVITY SUMMARY

Clerk

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: MAS – CLERK – July 2022

- Assisting Council - routine duties, letter preparation etc.
- Assisting residents – responding to issues and requests for information.
- Prepare for and attend Department Head and Council meetings and draft minutes and reports for same.
- Working with Planning dept. on various property file issues.
- Met with legal counsel to discuss drainage issue.
- Developing AODA training for volunteers.
- Obtained and organized new furnishings for Council Chambers and other municipal offices.
- Address lottery enquiries and issues.

Site Visits:

- Visited 2 abandoned cemeteries and arranged for landscaping to be completed.
- Visited Vancamp cenotaph and attended committee meeting for restoration of same.

MFIPPA:

- Attend FOI software presentation
- Managing new FOI request. Consulted legal counsel re: same.

Election 2022:

- Attend Clerk's meeting re: election duties.
- Receive candidate nomination packages.
- Respond to election enquiries.
- Complete required election duties including the drafting of bylaws and other documents required by election service providers.

Records Management:

- Attend several meetings re: records management system.
- RFP awarded and project discussions have commenced.
- Cull administration files in preparation for this project.

Insurance:

- Manage insurance enquiries re: use of personal vehicles and insurance for community events, etc.
- Managing new insurance incident claim.

Communications:

- Oversee and approve a variety of communication activities for the Municipality (Facebook posts, videos, articles, press releases, etc.) and for Dundas County Archives.
- Manage activities for the Junior Communications Officer.



MONTHLY ACTIVITY SUMMARY

Economic Development & Communications

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: August 9th EDC MAS

Economic Development

- Attended the EDO working group meeting to discuss updates from the Counties and neighbouring EDO's.
- Working with a local retailer to prepare their Regional Incentive Program application for significant exterior improvements to their building and landscape, for which the deadline to apply is August 12th.
- Met with the owner of the Winchester vape shop to discuss their current operations and funding options to support their online presence.
- Met with a pool provider to complete their CIP final reporting.
- Met with a safety solutions provider to discuss local and provincial funding programs for businesses to improve building accessibility, of which will be promoted throughout the North Dundas Chamber of Commerce member network.
- Continuing to work with a grain elevator and processor business in coordinating their EODF application for significant on farm expansions.
- Coordinating CIP funding for a new restaurant planning on opening in Winchester.
- Provided a weigh scale business with funding options to improve their online presence as they scale up their operations.
- Gave a children's book creator options to access entrepreneurial starter company services to get their small business going.
- Provided a medical service provider with North Dundas locations for their business.
- Working with CIP and RIP applicants to ensure that their projects get completed within their specific timelines.
- The Shop Local contest in conjunction with our Meet Me on Main Street event series is well underway, which will conclude at the August 10th Hallville event. Shoppers can submit a receipt and/or selfie for a chance to win 1 of 12 \$100 gift cards to a North Dundas business

of their choice.

- Beginning the process to renew the Township's Community Improvement Plan in 2022, a report is now before Council for their review.

Communications

- Had further discussions with community engagement platform providers, as well as online accessibility scanner providers to explore our options to provide an improved online user experience.

- Updated the Township's website for all departments to ensure current and accurate information and to ensure community events are promoted on our website and social media.



MONTHLY ACTIVITY SUMMARY

Finance

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: Monthly Activity Summary

Bank Balances	2022 July 26th	Last Month June 30th 2022	Last Year July 31st 2021
General Operating Acct	17,243,892.11	15,217,802.90	16,016,495.83
Cash, GIC's, (Reserve Fund)	6,929,119.44	6,642,912.78	5,204,909.59
Total	\$24,173,011.55	\$21,860,715.68	\$21,221,405.42

Taxes Receivable Outstanding	July 26 2022	July 31 2021	July 31 2020
Current Year (2022)	5,576,731.52	5,102,363.47	5,957,952.45
One Year in Arrears (2021)	524,447.19	543,557.82	633,456.79
Two Years in Arrears (2020)	263,159.99	315,856.08	390,037.26
Three Years in Arrears (2019+)	396,602.62	436,711.91	465,242.13
Penalty & Interest	<u>207,445.91</u>	<u>212,553.17</u>	<u>236,732.10</u>
Sub-Total	6,968,387.23	6,611,042.45	7,683,420.73
Allowance for Uncollectible	<u>(69,524.41)</u>	<u>(69,524.41)</u>	<u>(69,524.41)</u>
Taxes Receivable	<u>\$6,898,862.82</u>	<u>\$6,541,518.04</u>	<u>\$7,613,896.32</u>
Taxes Billed to Date	<u>21,181,337.68</u>	<u>20,365,076.05</u>	<u>20,578,471.02</u>
Percentage o/s Over Levy	<u>32.6%</u>	<u>32.1%</u>	<u>37.0%</u>

Net taxes receivable last month were **\$7,586,243.03**; this month's balance of **\$6,898,862.82** (a decrease over last month in the amount of \$687,380.21), represents the net impact of billings less collections for the month of July. Tax instalments are collectible in two instalments (June 30th and September 30th) - hence the reason outstanding taxes are so high at this time of year.

Final tax bills were printed off the week ending May 27th and distributed to taxpayers on June 2nd (mailing date last year was June 3rd).

The total amount of our billing was \$10,961,818.83; (last year was \$9,838,088.42) – due in two instalments of approximately \$5.48M each.

Taxes receivable also include other charges that have been added to the tax roll for collection purposes.

Year-End Audited Financial Statements – 2021

The auditors presented the DRAFT financial statements for the year ended December 31 2021 to council at our council meeting of June 21st. Subsequent to that meeting, the auditors have removed the DRAFT stamp and sent us the final, audited statements, duly signed off by them. A copy has been placed in the council members' anteroom for your perusal.

ACTIVITIES:

- Preparing for and attending at council meeting of July 12th
- Preparing for and attending at Managers' meeting of July 25th
- Preparing In-Camera Report, Budget Amendments and Monthly Activity Summary for council meeting of Aug 9th
- Working on the FIR (Financial Information Return)
- Emailed final copies of the audited financial statements for the year ending December 31 2021, to council, CAO and Clerk. This was a follow-up to the auditors' presentation of the DRAFT financial statements to council at our meeting of June 21st.
- Final tax bills were printed by May 28th – and mailed out to taxpayers on June 2nd (mailing date last year was June 3rd).
- The total amount of our final billing was \$10,961,818.83 (2021 - \$9,838,088.42); this amount is due in two instalments of approximately \$5.48 each; Instalment due dates are June 30th and September 30th. This cash inflow will be extremely helpful in paying the summer construction costs as well as the Education and County levies;
- Cash balances are up considerably due to June tax instalment due date of approximately \$5.5M
- Payment of the second instalment to the school boards in the amount of \$895,255.57 (2021- \$936,882.19) for the education levy.
- Our third instalment to the Counties is due August 31st in the amount of \$2,527,930 - (2021 amount was \$2,434,199);

We have attached a Year-to-Date Summary of Budget to Actual Expenditures for Council's information.

**Township of North Dundas
Year To Date Budget to Actual
As of July 29, 2022**

Appendix # 1

Particulars	Revenues				Expenditures				Impact on Taxation			
	As Per Budget	Year to Date Actual	Variance		As Per Budget	Year to Date Actual	Variance		Budgeted (Surplus) Draw from Taxation	Actual to Date	Variance	
			Amount	%age Earned			Amount	%age Spent			\$ Amt (Over) Under Budget	%age (Over) Under Budget
General Government	2,042,995	1,385,778	657,217	68%	2,103,161	921,775	1,181,386	44%	60,166	(464,003)	524,169	-871%
Economic Development & Public Relations	206,996	35,329	171,667	17%	356,767	117,323	239,444	33%	149,771	81,994	67,777	45%
Fire Services	160,076	29,956	130,120	19%	893,728	474,181	419,547	53%	733,652	444,225	289,427	39%
Planning & Development	55,500	54,614	886	98%	218,115	106,214	111,901	49%	162,615	51,600	111,015	68%
Building Department	317,200	98,541	218,659	31%	408,406	208,527	199,879	51%	91,206	109,986	(18,780)	-21%
By-law Enforcement	23,462	2,717	20,745	12%	175,630	108,351	67,279	62%	152,168	105,634	46,534	31%
Animal Control	36,350	13,136	23,214	36%	103,150	29,709	73,441	29%	66,800	16,573	50,227	75%
Transportation Services	4,458,265	1,024,133	3,434,132	23%	7,381,489	2,737,194	4,644,295	37%	2,923,224	1,713,061	1,210,163	41%
Municipal / Tile Drainage	220,924	44,417	176,507	20%	286,124	73,218	212,906	26%	65,200	28,801	36,399	56%
Recreational Services	2,274,492	188,163	2,086,329	8%	4,374,085	1,433,803	2,940,282	33%	2,099,593	1,245,640	853,953	41%
Other Facilities	494,729	233,044	261,685	47%	507,881	226,018	281,863	45%	13,152	(7,026)	20,178	153%
Volunteer Organizations	69,000	52,360	16,640	76%	69,000	50,408	18,592	73%	-	(1,952)	1,952	
Waste Management	390,010	126,473	263,537	32%	1,082,170	740,705	341,465	68%	692,160	614,232	77,928	11%
Total - General Operations	10,749,999	3,288,661	7,461,338	31%	17,959,706	7,227,426	10,732,280	40%	7,209,707	3,938,765	3,270,942	45%
North Dundas Water Services	5,094,850	824,766	4,270,084	16%	5,094,850	1,012,620	4,082,230	20%	-	187,854	(187,854)	
Winchester Sewer	3,130,220	571,091	2,559,129	18%	3,130,220	417,465	2,712,755	13%	-	(153,626)	153,626	
Chesterville Sewer	414,600	238,982	175,618	58%	414,600	124,229	290,371	30%	-	(114,753)	114,753	
Total - Water and Sewer Operations	8,639,670	1,634,839	7,004,831	19%	8,639,670	1,554,314	7,085,356	18%	-	(80,525)	80,525	
Grand Totals	19,389,669	4,923,500	14,466,169	25%	26,599,376	8,781,740	17,817,636	33%	7,209,707	3,858,240	3,351,467	46%



MONTHLY ACTIVITY SUMMARY

Fire

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: MAS-FIR July 2022

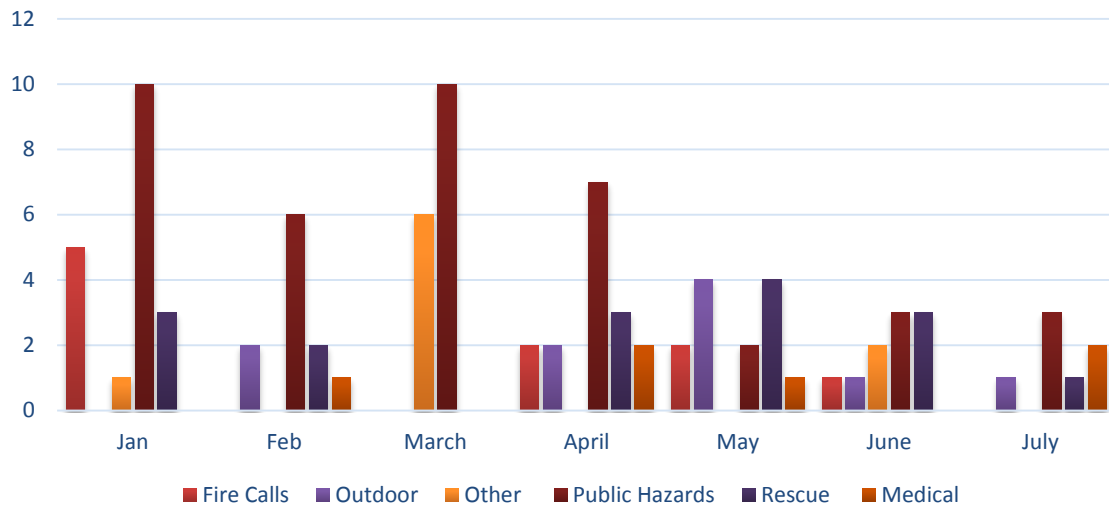
Glossary of Terms

Fire calls	Are counted as working fires that affect structures of value
Outdoor calls	Are grass/brush fires or any other fires of non-value
Other calls	Are mutual aid (assisting other township), automatic aid (assisting departments within out township), and assisting other agencies such as Police, MOL, TSSA, MOE, etc.
Public hazard	Include CO alarms, gas leaks, hydro, false alarms, etc.
Rescue calls	Consist of vehicle fires and collisions, confined space rescue, and all other types of rescues
Medical calls	Are either to assist the ambulance or first response

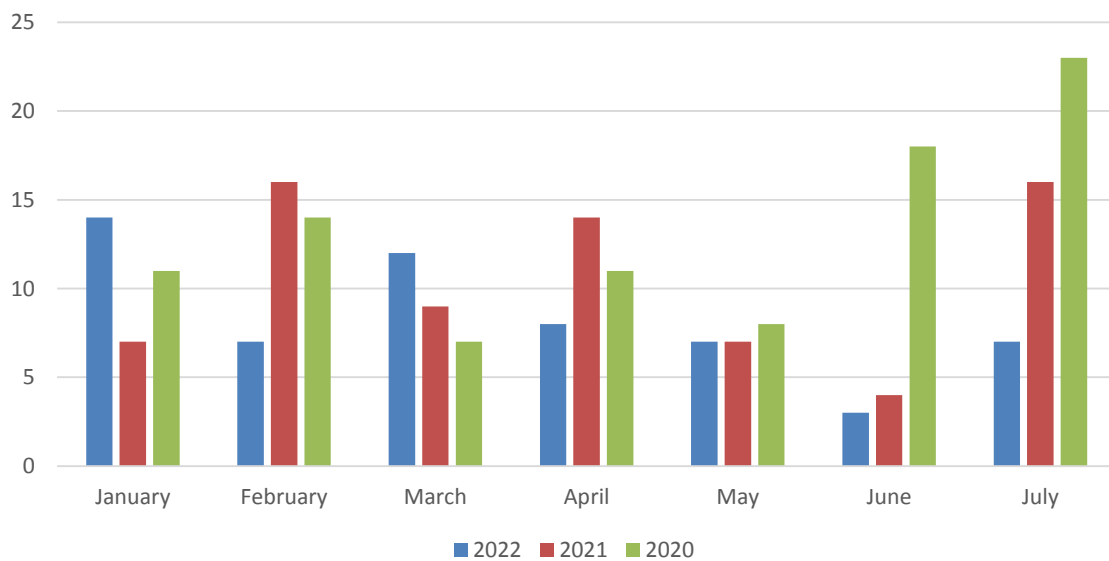
Monthly Call Statistics for 2022

Type of Calls	Jan	Feb	March	April	May	June	July
Fire calls	5	0	0	2	2	1	0
Outdoor	0	2	0	2	4	1	1
Other	1	0	6	0	0	2	0
Public Hazards	10	6	10	7	2	3	3
Rescue	3	2	0	3	4	3	1
Medical	0	1	0	2	1	0	2
Total	19	11	16	16	13	10	7

Number of Calls/Types of Calls 2022



Total Calls Per Month in 2022-2020





NORTH DUNDAS FIRE PREVENTION ACTIVITY REPORT – JULY 2022

- Applied for the Safe Community Project Assist grant which provides selected fire departments with a \$5,000 credit for purchasing educational materials for firefighter training from the Fire Marshal's Public Fire Safety Council Distribution Centre.
- Applied for the Safe Community Project Zero grant which provides selected Ontario fire departments with free combination smoke and carbon monoxide alarms for distribution in their communities.

PUBLIC EDUCATION VISITS	
	Nil

COMMUNITY EVENTS	
1 JULY	Station 2 present for Canada Day in South Mountain
6 JULY	Meet Me On Main – Morewood
13 JULY	Meet Me On Main – Marionville
20 JULY	Meet Me On Main – South Mountain
27 JULY	Meet Me On Main – Chesterville

INSPECTIONS	
19 JULY	1135 Bisson rd, Marionville (requested by owner)
19 JULY	1540 McLaughlin rd (requested by Station 1 Chief)

PUBLIC SAFETY AWARENESS	
All PSA's are submitted to Township Communications Dept for distribution on social media	
5 JULY	Fire Safe contest running for all Meet Me On Main events. USB battery pack give-away for residents who show how they are "Fire Safe" in their homes.
15 JULY	National Fire Pet Safety Day
19 JULY	Test It Tuesday – CO/Smoke Alarm awareness
20 JULY	Ottawa Humane Society free window displays for pets/first responders



MONTHLY ACTIVITY SUMMARY

Planning, Building & Enforcement

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: MAS-PBE July 2022

PLANNING:

- Received four (4) new severance applications, performed site visits and provided comments to the Counties.
- Performed various site visits for severance and subdivision files in order to clear outstanding conditions.
- Received one (1) new application for Minor Variance approval in North Dundas. The Committee of Adjustment held a hearing on July 21st.
- Prepared and issued one (1) zoning compliance report.
- Received one (1) zoning amendment application.
- Responded to various zoning, minor variance and severance inquiries from landowners, lawyers, and realtors.
- Attended the Elevation 2.0 Hybrid Planning Conference
- Attended “A HOME” Collaborative meeting with the City of Cornwall and the United Counties and Lower Tier Municipalities
- Attended a meeting regarding CIP renewal
- Coordinated the final site plan agreement for Phases 2 and 3 of the Wellings of Winchester development.
- Attended multiple site meetings regarding the boiler room project at Lactalis
- Prepared final draft site plan agreement for the Winchester Meadows stacked townhome development.
- Attended a Committee of Adjustment meeting
- Working with South Nation Conservation on a mature forest land donation in North Dundas
- Attended a meeting with OMAFRA regarding the Dog Pound

- Conducted a site visit at the Silver Creek Subdivision (under construction). Met with the developer to discuss drainage issues and future projects.
- Dealing with two lawyers and the Township solicitor regarding two separate unopened road allowances (one recognized in the registry office and one not recognized that needs to be recognized). Separate reports for each will be brought to a further Council Meeting.

BUILDING:

- CBO attended the Working from Heights Recertification course.
- CBO attended the Special Meeting with Council on July 7th 2022.
- CBO attended an on-site meeting with Welling's of Winchester.
- CBO attended the Joint Health and Safety Committee.

Building Department	July 2022	July 2021	July 2020	July 2019	July 2018	July 2017
Permits Issued:	36	35	21	24	22	16
New Dwellings	20	23	2	4	6	5
Value of Permits:	\$4,999,112	\$9,019,872	\$1,142,650	\$2,173,100	\$3,207,366	\$2,165,850
Building Permit Fees:	\$31,407	\$115,248	\$5,640	\$13,283	\$15,432	\$13,880
Development Charges:	\$115,240	\$96,634	\$10,217	\$19,181	\$27,534	\$23,902

BY-LAW ENFORCEMENT:

- Parking: **2** warnings issued at Canada Post in Chesterville.
3 Warnings issue to cars downtown.
21 notes place on vehicles downtown for Bike Night Event with street closure info.
- Complaints: **81** complaints for the year. **11** new complaints in July. **5** Yard Maintenance issues (new from last year). **3** Property Standards complaints. **1** Dog complaint. **1** Open Air Burning complaint/ drainage. **1** Parking Complaint.
- **6** Properties have been cut this month by our contractor under our Clean Yards Bylaw.
- Dogs: **2** ongoing dog complaints about barking. Currently **397** tags have been issued in 2022.
- Burn Permits: Currently, **366** permits have been issued in 2022.
We had a short Burn Ban issued by City of Ottawa during the month. Approx. 3 days.
- Training: Advanced Municipal Law Enforcement course taken, Passed.
- Yearly Emergency Management exercise will be done with multiple Municipalities and planned by the Counties. The event will take place October 6th.



MONTHLY ACTIVITY SUMMARY

Waste Management Services

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: MAS – WMS - July 2022

FINANCIAL INFORMATION:

June

Total Fees.....\$13,505.00
 Fees Charged.....\$ 6,345.00
 Fees Paid.....\$7,160.00
 Cash on Hand.....\$100.00

May

Total Fees.....\$15,075.00
 Fees Charged.....\$6,980.00
 Fees Paid.....\$8,095.00
 Cash on Hand.....\$100.00

Wards	JUNE	MAY
1. (Twp of Win)	720	720
2. (Twp of Mtn)	480	320
3. (Vill of Win)	720	720
4. (Vill of Ches)	400	320
5. Other (Boyne)	854	907
Total Cubic Yards	3174	2987
Total Metric Tonnes	288.54	271.54

Recyclables

Tonnages of Processed Material

Year to Date

June 16th to July 15th

Fibre----- 28.00 MT
 Plastic/Cans/Glass—26.46 MT

222.02 MT
 143.81 MT
365.83 MT

Total

WORK COMPLETED (up to July 29th)

- Working with Golder on EA issues involving the Boyne Road Environmental Assessment
- Working with Golder on Technical Studies and comments from the DRAFT EA
- Third Hazardous Waste Day- July 9th- Total of 41 vehicles
- Operating HHW Facility during regular landfill hours (Monday to Friday)
- Increased usage between Saturday Event days
- Working through the summer months with employees utilizing vacation days



MONTHLY ACTIVITY SUMMARY

Chief Administrative Officer

To: Mayor and Members of Council

Date of Meeting: August 9, 2022

Subject: MAS – CAO – July 2022

- Attended joint meeting with OMAFRA, South Dundas, North Stormont, and South Stormont re Pound
- Ongoing property negotiations
- Meetings and guidance to staff as required
- Discussions with lawyers as required on several files
- Attended Department Head meeting, preparation for Council meetings and associated review/revision of reports to Council for July 7th and 12th
- Participated on hiring committee for CET position
- Attended meeting regarding revitalization of Van Camp Cenotaph
- Attended various Meet Me on Main Street events – Morewood, Marionville, South Mountain & Chesterville
- Attended 101st Anniversary Ceremony for Morewood Cenotaph
- Participated in SDG CAOs meeting
- Participated in project meetings with JL Richards regarding water and wastewater projects, including project updates and scope changes
- Arranged for interim water and sewer project management assistance from retired OCWA employees Dave Markell and Blair Henderson
- Extensive review of water and sewer capital charges, particularly the connections to the County Road 3 sanitary sewer extension and funds collected. Determination of alternatives to reduce the cost of development for Senior Oriented Dwelling Units while ensuring funding for required water and wastewater infrastructure expansions and presentation of options to Council.
- Attended Hallville Park Open House
- Participated in project meeting for Chesterville Water Tower upgrades
- Transition of duties during vacancy in the position of Director of Public Works

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BYLAW No. 2022-73

Being a Bylaw of the Corporation of the Township of North Dundas to adopt, confirm and ratify matters dealt with by resolution.

WHEREAS the *Municipal Act, 2001*, as amended, provides that the powers of the Corporation of the Township of North Dundas, shall be exercised by Bylaw.

AND WHEREAS in many cases, action which is taken or authorized to be taken by the Township of North Dundas does not lend itself to the passage of an individual Bylaw;

NOW THEREFORE the Council of the Township of North Dundas enacts as follows:

- 1.0** That the Minutes of the Public Meeting held July 12, 2022, the Minutes of the Regular Meeting held July 12, 2022, the Minutes of the In Camera Meeting held July 12, 2022 and the Minutes of the Special Meeting held July 19, 2022 of the Council of the Township of North Dundas, be hereby adopted.
- 2.0** That the actions of the Township of North Dundas at the Regular Meeting held on July 12, 2022 in respect of each motion, resolution and other action taken by the Township of North Dundas at its meeting are, except where the prior approval of the Ontario Land Tribunal or other authority is required by law, hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this Bylaw.
- 3.0** That where no individual Bylaw 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 North Dundas in the above-mentioned minutes, then this Bylaw shall be deemed for all purposes to be the Bylaw 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 North Dundas.
- 4.0** That the Mayor and Members of Council of the Township of North Dundas are hereby authorized and directed to do all things necessary to give effect to the said action of the Township of North Dundas to obtain approvals where required and except as otherwise provided, the Mayor, or in the absence of the Mayor the alternate Head of Council, and the Municipal Clerk, or in the absence of the Municipal Clerk, the Deputy Clerk, are hereby directed to execute all documents necessary on behalf of the Township of North Dundas.

READ and passed in Open Council, signed and sealed this 9th day of August, 2022.

MAYOR

CLERK