

**AGENDA**  
**UNITED COUNTIES OF STORMONT, DUNDAS & GLENGARRY**  
**Virtual Meeting, Broadcast live on YouTube**  
**Monday, June 21, 2021 9:00 AM**

	Page	Link to Strategic Priorities (if any)
<b>1. Call Meeting to Order by Resolution</b>		
<b>2. Adoption of Agenda</b>		
a) Additions, Deletions or Amendments All matters listed under Consent Agenda, are considered to be routine and will be enacted by one motion. Should a Council member wish an alternative action from the proposed recommendation, the Council member shall request that this matter be moved to the appropriate section at this time.		
<b>3. Disclosure of Pecuniary Interest and General Nature Thereof</b>		
<b>4. Adoption of Minutes</b>		
a) <a href="#">May 17, May 19, June 7, June 11, 2021</a>	6 - 21	
<b>5. Delegations</b>		
a) Staff Recognition Awards (video)		
b) MP Eric Duncan, Stormont, Dundas, South Glengarry - County Newspaper Digitization Project		
c) <a href="#">Ian Murphy, MNP - 2020 Financial Statements</a>	22 - 46	
d) <a href="#">Service Delivery Review for Court &amp; Financial Services</a>	47 - 74	
<b>6. Action Requests</b>		
a) <b>Corporate Services</b>		
b) <b>Financial Services</b>		

i.	<a href="#"><u>2021 Excluded Expenses Action Request FS</u></a>	75 - 77
<b>c)</b>	<b>Transportation</b>	
i.	<a href="#"><u>Micro Surfacing - Change Order Action Request TS</u></a>	78 - 79
<b>d)</b>	<b>Planning</b>	
<b>e)</b>	<b>Court Services</b>	
<b>f)</b>	<b>County Library</b>	
<b>g)</b>	<b>IT Services</b>	
<b>7.</b>	<b>Tenders and Quotations</b>	
a)	<a href="#"><u>Moriarty Municipal Drain Box Culvert Replacement Action Request TS</u></a>	80 - 82
b)	<a href="#"><u>Warden's House Repairs Action Request TS</u></a>	83 - 86
<b>8.</b>	<b>By-laws</b>	
a)	<a href="#"><u>Renewal of Corporate Insurance Policy Action Request FS</u></a>	87 - 105
b)	<a href="#"><u>Encroachment Agreement, Civic No 18923   SDG 2 Action Request TS</u></a>	106 - 111
c)	<a href="#"><u>Speed Limit Update - Various Roads Action Request TS</u></a>	112 - 125
d)	<a href="#"><u>Cloudpermit Agreement Action Request PS</u></a>	126 - 158
<b>9.</b>	<b>Consent Agenda</b>	
a)	<a href="#"><u>Monthly Activity Summaries Action Recommended: That Council receive and file for information purposes.</u></a>	159 - 166
b)	<a href="#"><u>Monthly Financial Summary Action Recommended:</u></a>	167

- [That Council receive and file for information purposes.](#)
- c) [SDG Library Branch Reports](#) 168 - 171  
[Action Recommended:](#)  
[That Council receive and file for information purposes.](#)
- d) [United Counties of SDG](#) 172  
[Letter - Annual Emergency Management Training Exercise](#)  
[Action Recommended:](#)  
[That Council receive and file for information purposes.](#)
- e) [Cornwall, Stormont, Dundas and Glengarry Situtation Table](#) 173 - 208  
[- Annual Report](#)  
[Action Recommended:](#)  
[That Council receive and file for information purposes.](#)
- f) [Township of South Glengarry](#) 209  
[Resolution - Unified Bell Times](#)  
[Action Recommended:](#)  
[That Council receive and file for information purposes.](#)
- g) [Township of South Glengarry](#) 210  
[Resolution - Support for Reopening of Outdoor Recreation](#)  
[Action Recommended:](#)  
[That Council receive and file for information purposes.](#)
- h) [Township of South Glengarry](#) 211  
[Resolution - National Three-Digit Crisis Hotline](#)  
[Action Recommended:](#)  
[That Council receive and file for information purposes.](#)
- i) [Township of South Stormont](#) 212  
[Resolution - National Three-Digit Crisis Hotline](#)  
[Action Recommended:](#)  
[That Council receive and file for information purposes.](#)
- j) [Municipality of Calvin](#) 213 - 214  
[Resolution - Dead-End Road Busing](#)  
[Action Recommended:](#)  
[That Council receive and file for information purposes.](#)
- k) [County of Perth](#) 215 - 216  
[Resolution - Domestic COVID-19 Vaccine Production and](#)

[Capacity](#)  
[Action Recommended:](#)  
[That Council receive and file for information purposes.](#)

**10. Boards and Committees**

- a) Council Representatives
  - Joint Liaison Committee - Jamie MacDonald, Frank Prevost, Steven Byvelds, Allan Armstrong
  - Library Board - Frank Prevost, Lyle Warden, Tony Fraser, Frank Landry
  - Police Services Board - Jim Wert, Bryan McGillis
  - Eastern Ontario Health Unit - Carma Williams, Frank Prevost
  - Glen Stor Dun Lodge - Steven Byvelds, Lyle Warden
  - Cornwall and Area Housing - David Smith, Jim Wert
  - St. Lawrence River Institute - Kirsten Gardner
  - Raisin-South Nation Source Water Protection - Carma Williams
  - Municipal Advisory, Algonquin Land Claim - Tony Fraser
  - Eastern Ontario Agri-Food Network - Carma Williams
  - Regional Emergency Response Council - Carma Williams

**11. Key Information**

- a) [CORPORATE SERVICES - Acting Warden Position 2021](#) 217 - 220
- b) [TRANSPORTATION SERVICES - Sign By-Law Deferral](#) 221 - 232
- c) [TRANSPORTATION SERVICES - Forest Donation](#) 233

**12. Motions and Notices of Motions**

**13. Petitions**

**14. Miscellaneous Business**

- a) [Request from MP Duncan - Resolution of Support for the Creation of a Three-Digit \(9-8-8\) National Suicide Hotline](#) 234 - 235

**15. Unfinished Business Summary**

**16. Closed Session**

- a) Pursuant to Section 239 (2) (f) of the Municipal Act, 2001 -



advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

- Official Plan Appeal

**17. Ratification By-law**

a) [By-Law No. 5302](#)

236 - 237

**18. Adjournment by Resolution**

## MINUTES

A virtual meeting of the Council of the Corporation of the United Counties of Stormont, Dundas and Glengarry was held at 9:00 a.m., May 17, 2021 with Warden Prevost in the Chair.

Present: Warden Prevost

Councillors: Armstrong, Byvelds, Fraser, Gardner, Landry,  
MacDonald, McGillis, Smith, Warden, Wert, Williams

CAO: Simpson

Clerk: Casselman

1. Call Meeting to Order by Resolution

Resolution No. 2021-89

Moved by Councillor McGillis

Seconded by Councillor Wert

THAT the meeting of the Council of the United Counties of Stormont, Dundas and Glengarry be hereby called to order.

CARRIED

2. Adoption of Agenda

Resolution No. 2021-90

Moved by Councillor Williams

Seconded by Councillor Warden

THAT Council approve the agenda as amended.

CARRIED

The agenda was amended by moving the City of Brantford resolution, concerning the reopening of outdoor recreation activities, from the Consent Agenda to Miscellaneous Business, and adding a discussion item under Miscellaneous Business regarding roadside signage.

3. Disclosure of Pecuniary Interest and General Nature Thereof

4. Adoption of Minutes

Resolution No. 2021-91

Moved by Councillor Fraser

Seconded by Councillor Landry

THAT the minutes of the meetings, including the in-camera minutes, of the Council of the United Counties of Stormont, Dundas and Glengarry, held April 19 and April 21, 2021, be adopted as circulated.

CARRIED

5. Delegations

John McAllister, Chair, Upper Canada District School Board (UCDSB), presented information on the province's plans to implement permanent remote learning after the COVID-19 pandemic and expressed the UCDSB's concerns on this matter.

Resolution No. 2021-92

Moved by Councillor Warden

Seconded by Councillor Gardner

THAT the Council of the United Counties of Stormont, Dundas and Glengarry support the UCDSB's position on permanent remote learning and that staff be directed to draft a letter, on behalf of the Warden, to the Premier of Ontario, the Minister of Education, and MPP Jim McDonell communicating this support and County Council's concerns regarding the possible implementation of permanent remote learning after the COVID-19 pandemic.

CARRIED

6. Action Requests

a) Corporate Services

Resolution No. 2021-93

Moved by Councillor Byvelds

Seconded by Councillor Smith

THAT the Council of the United Counties of Stormont, Dundas and Glengarry approve an extension to Policy No. 1-36 until December 31st, 2021, said policy providing for 5 additional days of Covid-related leave for all full-time staff between July 1st, 2021 and December 31st, 2021.

CARRIED

Resolution No. 2021-94

Moved by Councillor MacDonald

Seconded by Councillor McGillis

THAT the Council of the United Counties of Stormont, Dundas and Glengarry appoint Councillors Kirsten Gardner, David Smith and Lyle Warden, and lay members Margaret MacDonald and Bernadine McEvoy-Robertson to the SDG Regional Incentives Program Approvals Committee, said appointments expiring at the end of the current term of Council.

CARRIED

Resolution No. 2021-95

Moved by Councillor Gardner

Seconded by Councillor Armstrong

THAT the Council of the United Counties of Stormont, Dundas and Glengarry appoint Todd Lihou as the alternate Community Emergency Management Coordinator (CEMC);

AND THAT this appointment be effective immediately.

CARRIED

Resolution No. 2021-96

Moved by Councillor Smith

Seconded by Councillor MacDonald

THAT the Council of the United Counties of Stormont, Dundas and Glengarry appoint Tara Kirkpatrick as the alternate Emergency Information Officer (EIO);

AND THAT this appointment be effective immediately.

CARRIED

Resolution No. 2021-97

Moved by Councillor McGillis

Seconded by Councillor Wert

THAT the Council of the United Counties of Stormont, Dundas and Glengarry endorse the Stormont, Dundas and Glengarry Police Services Board resolution recommending that subsequent to the proclamation of the Community Safety and Policing Act, 2019, that the composition of the SDG Police Services Board remain unchanged.

CARRIED

b) Financial Services

c) Transportation

d) Planning

e) Court Services

f) County Library

g) IT Services

7. Tenders and Quotations

Resolution No. 2021-98

Moved by Councillor Landry

Seconded by Councillor Gardner

THAT the Council of the United Counties of Stormont, Dundas and Glengarry accept the tender from Done Right Roofing for the County Building Roof Replacement at their bid price totaling \$72,750.00 plus H.S.T.,

AND THAT the Director of Transportation and Planning Services be authorized to sign all necessary documents to give effect to the contract.

AND THAT the over-expenditure for this work be taken from the Building Reserves.

CARRIED

8. By-laws

Resolution No. 2021-99

Moved by Councillor MacDonald

Seconded by Councillor Williams

THAT By-law No. 5293, being a by-law for the purpose of establishing heavy truck restrictions, be read and passed in Open Council, signed and sealed

CARRIED

Resolution No. 2021-100

Moved by Councillor Williams

Seconded by Councillor Wert

THAT By-law 5294, being a by-law to enter into a 10-year maple tapping lease with A&B Syrup at the Howard S. Mitchel Forest in Dalkeith, be read in open Council, signed and sealed

CARRIED

9. Consent Agenda

Resolution No. 2021-101

Moved by Councillor Fraser

Seconded by Councillor Byvelds

THAT all items listed under the Consent Agenda section of the Agenda be approved as recommended.

CARRIED

10. Boards and Committees

Various members of Council provided updates on Committee meetings and activities.

11. Key Information

CAO Simpson provided an update on the Education Review being completed by Horizon Educational Consultants. Discussion was held regarding the composition of the Education Review Working Group.

Resolution No. 2021-102

Moved by Councillor Armstrong

Seconded by Councillor Gardner

THAT the Council of the United Counties of Stormont, Dundas and Glengarry appoint the following members to the Education Review Working Group:

- County Councillor/North Dundas Mayor Tony Fraser
- County Councillor/South Dundas D/M Kirsten Gardner
- County Councillor/North Glengarry Mayor Jamie MacDonald
- Councillor Stephanie Jaworski, South Glengarry
- Councillor Jennifer MacIsaac, South Stormont
- T.J. Simpson, CAO United Counties of Stormont, Dundas and Glengarry
- Craig Calder, CAO North Stormont Township
- Tim Mills, CAO South Glengarry Township
- David Fillion, North Glengarry resident

- Joyce Latulippe, South Dundas resident  
CARRIED

Communications Coordinator Lihou presented information on the County's new website.

Director de Haan provided updates on various projects including microsurfacing, asphalt improvements at the Patrol Yards, the Warden's House tender, and the use of additional gas tax funds.

Resolution No. 2021-103

Moved by Councillor MacDonald  
Seconded by Councillor Warden

THAT staff be directed to issue a contemplated change order to extend the microsurfacing work north to Winchester Springs and prepare a report detailing options on how to pay for this extra work within the 2021 budget.

CARRIED

Resolution No. 2021-104

Moved by Councillor Byvelds  
Seconded by Councillor Williams

THAT staff be directed to prepare and issue a tender for thin-lift asphalt preservation at the patrol yards.

CARRIED

Resolution No. 2021-105

Moved by Councillor Smith  
Seconded by Councillor Warden

THAT staff be directed to prepare and issue a tender for the reconstruction of County Road 18, Martintown in 2021.

CARRIED

Resolution No. 2021-106

Moved by Councillor Warden  
Seconded by Councillor McGillis

THAT staff be directed to delete the provisional microsurfacing work on County Road 18, Martintown.

CARRIED

Resolution No. 2021-107

Moved by Councillor MacDonald  
Seconded by Councillor Gardner

THAT the Director of Transportation Services be directed to report back on the use of additional gas tax funds at Special County Council meeting in June.

CARRIED

Director de Haan provided information on vegetation maintenance at guiderails and scheduling a Special County Council meeting in June to deal with a number of tender items. County Council discussed potential dates and decided to schedule a Special County Council meeting on Monday, June 7, 2021 at 9:00 a.m.

Director Franklin provided information on the SDG Library's 50<sup>th</sup> Anniversary – Library Board Story Time Series.

## 12. Motions and Notices of Motions

## 13. Petitions

## 14. Miscellaneous Business

### a) Cornwall and Area Housing Corporation Amalgamation Report

Mellissa Morgan, Manager, Social & Housing Services Department, presented information on the amalgamation of the Cornwall and Area Housing Corporation with the City of Cornwall.

Resolution No. 2021-108

Moved by Councillor McGillis

Seconded by Councillor Byvelds

THAT the Council of the United Counties of Stormont, Dundas and Glengarry receive this report and endorse the amalgamation of the Cornwall and Area Housing Corporation with the City of Cornwall (as Service Manager).

CARRIED

### b) City of Brantford Resolution – Reopening of Outdoor Recreation Activities

Councillor MacDonald spoke to County Council supporting the City of Brantford's resolution calling on the province to permit golf and other outdoor recreation activities.

Resolution No. 2021-109

Moved by Councillor MacDonald

Seconded by Councillor Warden

THAT the Council of the United Counties of Stormont, Dundas and Glengarry support the resolution from the City of Brantford regarding the reopening of golf and other outdoor activities and that this resolution of support be sent to the Premier of Ontario, MPP Jim McDonnell, and SDG municipalities.

CARRIED

c) Roadside Signage

Councillor Byvelds spoke to certain roadside signage being removed. Discussion was held regarding a policy on this matter coming to County Council for consideration.

Resolution No. 2021-110

Moved by Councillor Byvelds  
Seconded by Councillor Gardner

THAT the Director of Transportation Services be directed to develop a Roadside Signage policy and bring it forward for Council's consideration at a future meeting.  
CARRIED

15. Unfinished Business Summary

16. Closed Session

Resolution No. 2021-111

Moved by Councillor MacDonald  
Seconded by Councillor McGillis

THAT Council proceed in Camera pursuant to Section 239 (2) (f) of the *Municipal Act, 2001* - advice that is subject to solicitor-client privilege, including communications necessary for that purpose – Human Resources Matter.  
CARRIED

Resolution No. 2021-112

Moved by Councillor Armstrong  
Seconded by Councillor Smith

THAT Council now rise and reconvene without reporting.  
CARRIED

17. Ratification By-law

Resolution No. 2021-113

Moved by Councillor Landry  
Seconded by Councillor Fraser

THAT By-law No. 5295, being a by-law to adopt, confirm and ratify matters dealt with by resolution, be read and passed in Open Council, signed and sealed.  
CARRIED

18. Adjournment by Resolution

Resolution No. 2021-114

Moved by Councillor Armstrong  
Seconded by Councillor MacDonald

THAT Council adjourn to the call of the chair.  
CARRIED

---

Warden

---

Clerk



## MINUTES

A special virtual meeting of the Council of the Corporation of the United Counties of Stormont, Dundas and Glengarry was held at 6:00 p.m., May 19, 2021 with Warden Prevost in the Chair.

Present: Warden Prevost  
Councillors: Landry, MacDonald, McGillis, Smith, Wert, Williams  
CAO: Simpson  
Clerk: Casselman

Various local Councillors were also in attendance and participated in the discussion on the EORN Gig Project and the EORN Cell Gap Project.

1. Call Meeting to Order by Resolution

Resolution No. 2021-SM

Moved by Councillor Smith

Seconded by Councillor Landry

THAT the Special meeting of the Council of the United Counties of Stormont, Dundas and Glengarry be hereby called to order.

CARRIED

2. Adoption of Agenda

Resolution No. 2021-SM

Moved by Councillor MacDonald

Seconded by Councillor Wert

THAT Council approve the agenda.

CARRIED

3. Disclosure of Pecuniary Interest and General Nature Thereof

4. Agenda Items

4.1 Presentation: Eastern Ontario Regional Network & Rogers Communications – EORN Cell Gap Project

- Invited Participants: SDG Local Municipal Councillors

Jim Pine, EORN Indigenous Lead and Government Relations, spoke to a presentation which provided an update on the EORN Gig Project. The presentation provided an overview of the project goals, the Gig demand area, project timeline, and project impacts and funding.

Lisa Severson, EORN Director of Communications, spoke to a presentation which provided information on the EORN Cell Gap Project. The presentation provided an overview of the project timeline, project goals, technology, financial information, project benefits and the impact within the County.

Sameer Sheth, Senior Director, Product Management and Linnae Mackenzie, Director, Regional Mobile Network Strategy, Rogers Communications, spoke to a presentation which provided further information on the EORN Cell Gap project. The presentation provided an overview of Roger's role in the project, 5G technology, the process for tower uplifts and new site builds, the project timeline, and the projected coverage area.

County Council members and local SDG municipal Councillors posed questions to EORN and Rogers Communications representatives regarding the EORN projects.

5. Adjournment by Resolution  
Resolution No. 2021-SM

Moved by Councillor McGillis  
Seconded by Councillor Williams

THAT Council adjourn to the call of the chair.  
CARRIED

---

Warden

---

Clerk

## MINUTES

A virtual special meeting of the Council of the Corporation of the United Counties of Stormont, Dundas and Glengarry was held at 9:00 a.m. on June 7, 2021 with Warden Prevost in the Chair.

Present: Warden Prevost  
Councillors: Byvelts, Fraser, Gardner, Landry,  
McGillis, Smith, Wert, Williams  
Alternate: Jaworski  
CAO: Simpson  
Clerk: Casselman

1. Call Meeting to Order by Resolution  
Resolution No. 2021-115

Moved by Councillor McGillis  
Seconded by Councillor Landry

THAT the Special meeting of the Council of the United Counties of Stormont, Dundas and Glengarry be hereby called to order.  
CARRIED

2. Adoption of Agenda  
Resolution No. 2021-116

Moved by Councillor Byvelts  
Seconded by Councillor Smith

THAT Council approve the agenda, as amended.  
CARRIED

The agenda was amended by deferring the Warden's House Repairs item to the County Council meeting of June 21, 2021.

3. Disclosure of Pecuniary Interest and General Nature Thereof

4. Delegations

MP Eric Duncan, Stormont, Dundas, South Glengarry, provided a Member of Parliament Update. A copy of the presentation is held on file.

5. Action Requests

- a) Corporate Services

- b) Financial Services

c) Transportation

Resolution No. 2021-117

Moved by Councillor Gardner  
Seconded by Councillor Fraser

THAT the Council of the United Counties of Stormont, Dundas and Glengarry support waiving the County application fee for streetside patios through 2021.  
CARRIED

Resolution No. 2021-118

Moved by Councillor Williams  
Seconded by Councillor Landry

THAT the Council of the United Counties of Stormont, Dundas and Glengarry support the installation of a permanent structure (portable) at the Summerstown Forest and assume its technical ownership.  
CARRIED

d) Planning

e) Court Services

f) County Library

g) IT Services

6. Tenders and Quotations

Resolution No. 2021-119

Moved by Councillor Smith  
Seconded by Councillor Landry

THAT the Council of the United Counties of Stormont, Dundas and Glengarry accept the tender from Aqua Drain Sewer Services Inc. for Culvert Lining for \$164,089.00 plus HST and authorize the Director of Transportation Services to sign all necessary documents to give effect to the contract.

CARRIED

Resolution No. 2021-120

Moved by Councillor Fraser  
Seconded by Councillor Gardner

THAT the Council of the United Counties of Stormont, Dundas and Glengarry accept the tender from Dalcon Constructors Ltd. for the rehabilitation of the Winchester CP Overpass at their unit prices totaling \$973,000 plus H.S.T.;

AND THAT the Director of Transportation be authorized to sign all documents to give effect to the contract

CARRIED

Resolution No. 2021-121

Moved by Councillor McGillis  
Seconded by Councillor Smith

THAT the Council of the United Counties of Stormont, Dundas and Glengarry waive the requirements of Policy 1-12, and that the Director of Transportation be authorized to procure goods and services necessary for the reconstruction of SDG 18 (St. Andrews West) via competitive quotation.

CARRIED

The Warden's House Repairs item was not discussed. This item was deferred, at the beginning of the meeting, to the County Council meeting of June 21, 2021.

Resolution No. 2021-122

Moved by Councillor Smith  
Seconded by Councillor Landry

THAT the Council of the United Counties of Stormont, Dundas and Glengarry accept the tender from Coco Paving Inc. at their bid price totaling \$4,981,136.75 plus H.S.T., and that the Director of Transportation Services be authorized to sign all necessary documents to give effect to the contract;

AND THAT the Director of Transportation Services and Manager of Infrastructure be directed to begin discussions with Coco Paving to realize additional cost-savings within this contract.

CARRIED

7. By-laws

8. Key Information

Director de Haan provided information on the draft Signage By-Law.

9. Motions and Notices of Motions

10. Miscellaneous Business

11. Unfinished Business Summary

12. Closed Session

Resolution No. 2021-123

Moved by Councillor Smith  
Seconded by Councillor Fraser

THAT Council proceed in-camera pursuant to Section 239 (2) (b) of the *Municipal Act, 2001* - personal matters about an identifiable individual, including municipal or local board employees; and

(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose, for matters related to:

- Human Resources Matters
- By-Law Enforcement Matter.

CARRIED

Resolution No. 2021-124

Moved by Councillor Gardner  
Seconded by Councillor Wert

THAT Council now rise and reconvene and waive section 4.4 of the Personnel Policy Manual in relation to the recruitment of a Court Services Representative.

CARRIED

13. Ratification By-law

Resolution No. 2021-125

Moved by Councillor Wert  
Seconded by Councillor Byvelds

THAT By-Law No. 5296, being a by-law to adopt, confirm and ratify matters dealt with by resolution, be read and passed in Open Council, signed and sealed.

CARRIED

14. Adjournment by Resolution

Resolution No. 2021-126

Moved by Councillor Landry  
Seconded by Councillor Williams

THAT Council adjourn to the call of the chair.

CARRIED

---

Warden

---

Clerk

## MINUTES

A virtual emergency special meeting of the Council of the Corporation of the United Counties of Stormont, Dundas and Glengarry was held at 1:00 p.m., June 11, 2021 with Acting Warden Warden in the Chair.

Present: Acting Warden Warden  
Councillors: Armstrong, Byvels, Fraser, Gardner, Landry,  
MacDonald, McGillis, Smith, Wert, Williams  
CAO: Simpson  
Clerk: Casselman

1. Call Meeting to Order by Resolution

Resolution No. 2021-127

Moved by Councillor Smith

Seconded by Councillor Landry

THAT the Emergency Special meeting of the Council of the United Counties of Stormont, Dundas and Glengarry be hereby called to order.

CARRIED

2. Adoption of Agenda

Resolution No. 2021-128

Moved by Councillor MacDonald

Seconded by Councillor Wert

THAT Council approve the agenda.

CARRIED

3. Disclosure of Pecuniary Interest and General Nature Thereof

Roll Call was taken by the Clerk.

4. Closed Session

Resolution No. 2021-129

Moved by Councillor McGillis

Seconded by Councillor Byvels

THAT Council proceed in-camera pursuant to Section 239 (2) (b) of the *Municipal Act, 2001*, personal matters about an identifiable individual, including municipal or local board employees.

CARRIED

Resolution No. 2021-130

Moved by Councillor Williams  
Seconded by Councillor Wert

THAT Council now rise and reconvene in Open Session.  
CARRIED

Resolution No. 2021-131

Moved by Councillor Gardner  
Seconded by Councillor MacDonald

WHEREAS the Council of the United Counties of Stormont, Dundas and Glengarry has been notified that Frank Prevost has been granted an unpaid, six month leave of absence from the Township of South Glengarry;

THEREFORE BE IT RESOLVED THAT Mr. Prevost is no longer eligible to fulfill the requirements as a sitting member of County Council for the duration of the leave; and will no longer serve as Warden of the Council of the United Counties of Stormont, Dundas and Glengarry.

CARRIED

A recorded vote was requested.

Councillor Armstrong	Yea
Councillor Byvelds	Yea
Councillor Fraser	Yea
Councillor Gardner	Yea
Councillor Landry	Yea
Councillor MacDonald	Yea
Councillor McGillis	Yea
Councillor Smith	Yea
Acting Warden Warden	Yea
Councillor Wert	Yea
Councillor Williams	Yea

5. Ratification By-Law

Resolution No. 2021-132

Moved by Councillor Byvelds  
Seconded by Councillor McGillis

THAT By-Law No. 5297, being a by-law to adopt, confirm and ratify matters dealt with by resolution, be read and passed in Open Council, signed and sealed.

CARRIED



6. Adjournment by Resolution  
Resolution No. 2021-133

Moved by Councillor Gardner  
Seconded by Councillor Williams

THAT Council adjourn to the call of the chair.  
CARRIED

---

Acting Warden

---

Clerk

**UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY  
CONSOLIDATED FINANCIAL STATEMENTS**

**December 31, 2020**

DRAFT FOR COUNCIL REVIEW

**UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY**

December 31, 2020

**CONTENTS**

	Page
<b>ADMINISTRATION'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS</b>	
<b>INDEPENDENT AUDITOR'S REPORT</b>	
<b>CONSOLIDATED FINANCIAL STATEMENTS</b>	
Consolidated Statement of Financial Position	1
Consolidated Statement of Financial Activities	2
Consolidated Statement of Change in Net Financial Assets	3
Consolidated Statement of Cash Flows	4
Consolidated Schedule of Tangible Capital Assets	5 - 6
Consolidated Schedule of Accumulated Surplus	7
Consolidated Schedule of Change in Accumulated Surplus	8
Consolidated Schedule of Segmented Disclosure	9
Notes to the Consolidated Financial Statements	10 - 20

## UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY

### ADMINISTRATION'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS

To the Members of Council, Inhabitants and Ratepayer of  
the United Counties of Stormont, Dundas and Glengarry

Administration is responsible for the preparation and presentation of the accompanying financial statements, including responsibility for significant accounting judgments and estimates in accordance with Canadian public sector accounting standards. This responsibility includes selecting appropriate accounting principles and methods, and making decisions affecting the measurement of transactions in which objective judgment is required.

In discharging its responsibilities for the integrity and fairness of the financial statements, Administration designs and maintains the necessary accounting systems and related internal controls to provide reasonable assurance that transactions are authorized, assets are safeguarded and financial records are properly maintained to provide reliable information for the preparation of financial statements.

The United Counties of Stormont, Dundas and Glengarry's Council is responsible for overseeing Administration in the performance of its financial reporting responsibilities, and for approving the financial statements. The Council fulfils these responsibilities by reviewing the financial information prepared by Administration and discussing relevant matters with Administration and external auditors.

MNP LLP is appointed by the Council to audit the financial statements and report directly to them; their report follows. The external auditors have full and free access to, and meet periodically and separately with, both the Council and Administration to discuss their audit findings.

---

CAO

---

Director of Finance/Treasurer

**UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY**  
**CONSOLIDATED STATEMENT OF FINANCIAL POSITION**

As at December 31, 2020

	2020	2019
<b>NET FINANCIAL ASSETS</b>		
<b>Assets</b>		
Cash	\$ 28,681,964	\$ 19,959,519
Accounts receivable	1,345,079	2,739,590
	<b>30,027,043</b>	22,699,109
<b>Liabilities</b>		
Accounts payable	2,521,027	2,546,717
Deferred revenue - obligatory reserve funds (Note 2)	1,258,768	-
Future employment benefits payable (Note 3)	23,387	71,490
Municipal debt (Note 4)	12,467	17,292
	<b>3,815,649</b>	2,635,499
<b>Net Financial Assets</b>	<b>26,211,394</b>	20,063,610
<b>Non-Financial Assets</b>		
Tangible capital assets	118,185,209	113,498,270
Inventory	2,391,857	2,509,897
Prepaid expenses	113,026	122,307
	<b>120,690,092</b>	116,130,474
<b>Accumulated Surplus</b>	<b>\$ 146,901,486</b>	\$ 136,194,084

See Accompanying Notes

1

**UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY**  
**CONSOLIDATED STATEMENT OF FINANCIAL ACTIVITIES**

For the year ended December 31, 2020

	BUDGET 2020	ACTUAL 2020	ACTUAL 2019
<b>REVENUE</b>			
Taxation	\$ 51,037,845	\$ 50,867,254	\$ 48,449,933
Fees and service charges	3,131,078	3,767,470	4,163,411
Grants	4,826,891	2,979,850	3,235,216
Investment income	471,570	296,338	469,703
Rents and other	60,875	21,927	34,559
	59,528,259	57,932,839	56,352,822
<b>EXPENSES</b>			
General government	6,820,316	3,394,743	3,876,743
Protection to persons and property	12,361,174	11,803,441	12,055,396
Transportation services	22,176,222	20,929,460	20,516,903
Health services	5,956,374	5,871,842	5,608,632
Social and family services	1,859,485	1,569,491	1,839,608
Social housing	1,653,333	1,619,426	1,628,884
Recreation and cultural services	2,980,317	2,679,785	2,765,208
Planning and development	1,654,264	1,081,644	1,020,143
	55,461,485	48,949,832	49,311,517
<b>OTHER REVENUE FOR CAPITAL PURPOSES</b>			
Deferred revenue earned (Note 2)	1,982,563	1,982,564	4,085,724
Gain (loss) on disposal of tangible capital assets	60,000	(258,169)	(712,483)
	2,042,563	1,724,395	3,373,241
<b>SURPLUS FOR THE YEAR</b>	6,109,337	10,707,402	10,414,546
<b>ACCUMULATED SURPLUS, beginning of year</b>	136,194,084	136,194,084	125,779,538
<b>ACCUMULATED SURPLUS, end of year</b>	\$ 142,303,421	\$ 146,901,486	\$ 136,194,084

See Accompanying Notes

2

**UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY**  
**CONSOLIDATED STATEMENT OF CHANGE IN NET FINANCIAL ASSETS**

For the year ended December 31, 2020

	BUDGET 2020	ACTUAL 2020	ACTUAL 2019
Surplus for the year	\$ 6,109,337	<b>\$ 10,707,402</b>	\$ 10,414,546
Amortization of tangible assets	10,177,148	<b>10,345,854</b>	9,748,172
Acquisition of tangible capital assets	(21,900,450)	<b>(15,455,978)</b>	(17,294,743)
Proceeds on disposal of tangible capital assets	-	<b>68,418</b>	4,855
Loss (gain) on disposals of tangible capital assets	(60,000)	<b>258,169</b>	712,483
Transfer of WIP to tangible capital assets	-	<b>96,598</b>	919,624
Change in inventory	-	<b>118,040</b>	(1,528,406)
Change in prepaid expenses	-	<b>9,281</b>	(7,340)
Increase (decrease) in net financial assets	(5,673,965)	<b>6,147,784</b>	2,969,191
Net financial assets, beginning of year	20,063,610	<b>20,063,610</b>	17,094,419
Net financial assets, end of year	\$ 14,389,645	<b>\$ 26,211,394</b>	\$ 20,063,610

See Accompanying Notes

**UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY**  
**CONSOLIDATED STATEMENT OF CASH FLOWS**

For the year ended December 31, 2020

	2020	2019
<b>CASH FROM OPERATING ACTIVITIES</b>		
Surplus for the year	\$ 10,707,402	\$ 10,414,546
Items not affecting cash		
Amortization expense	10,345,854	9,748,172
Loss on disposal of tangible capital assets	258,169	712,483
Changes in non-cash working capital balances		
Accounts receivable	1,394,511	(1,193,321)
Accounts payable	(25,690)	(647,969)
Deferred revenue - obligatory reserve funds	1,258,768	-
Future employment benefits payable	(48,103)	(11,303)
Inventory	118,040	(1,528,406)
Prepaid expenses	9,281	(7,340)
	<b>24,018,232</b>	<b>17,486,862</b>
<b>CASH USED IN FINANCING ACTIVITIES</b>		
Repayment of capital lease	(4,825)	(4,826)
<b>CASH USED IN CAPITAL ACTIVITIES</b>		
Proceeds on disposal of tangible capital assets	68,418	4,855
Acquisition of tangible capital assets	(15,455,978)	(17,294,743)
Transfer of WIP to tangible capital assets	96,598	919,624
	<b>(15,290,962)</b>	<b>(16,370,264)</b>
<b>INCREASE IN CASH AND EQUIVALENT</b>	<b>8,722,445</b>	<b>1,111,772</b>
<b>CASH AND EQUIVALENT, beginning of year</b>	<b>19,959,519</b>	<b>18,847,747</b>
<b>CASH AND EQUIVALENT, end of year</b>	<b>\$ 28,681,964</b>	<b>\$ 19,959,519</b>

See Accompanying Notes



## UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY

### CONSOLIDATED SCHEDULE OF TANGIBLE CAPITAL ASSETS

For the year ended December 31, 2020

	Land and Land Improvements	Buildings	Vehicles	Equipment	Street Lights	Roads	Storm Drains	Bridges	Construction in Process	2020	2019
<b>Cost</b>											
Balance, beginning of year	\$ 1,555,030	\$ 10,343,272	\$ 8,280,854	\$ 4,479,161	\$ 1,252,243	\$ 215,253,390	\$ 5,216,533	\$ 33,266,532	\$ 577,352	\$ 280,224,367	\$ 270,064,832
Additions during the year	74,391	-	518,302	260,916	-	10,725,043	-	3,750,023	127,303	15,455,978	17,294,743
Disposals during the year	48,188	-	632,326	446,274	-	5,163,094	-	287,336	96,598	6,673,816	7,135,208
Balance, end of year	1,581,233	10,343,272	8,166,830	4,293,803	1,252,243	220,815,339	5,216,533	36,729,219	608,057	289,006,529	280,224,367
<b>Accumulated Amortization</b>											
Balance, beginning of year	252,710	4,800,583	5,790,142	3,147,031	468,819	135,485,552	2,348,675	14,432,585	-	166,726,097	162,476,171
Amortization during the year	7,797	245,014	410,189	217,245	36,177	8,619,980	99,428	710,024	-	10,345,854	9,748,172
Amortization on disposals	29,716	-	632,326	446,274	-	4,876,936	-	265,379	-	6,250,631	5,498,246
Balance, end of year	230,791	5,045,597	5,568,005	2,918,002	504,996	139,228,596	2,448,103	14,877,230	-	170,821,320	166,726,097
<b>Net book value 2020</b>	<b>\$ 1,350,442</b>	<b>\$ 5,297,675</b>	<b>\$ 2,598,825</b>	<b>\$ 1,375,801</b>	<b>\$ 747,247</b>	<b>\$ 81,586,743</b>	<b>\$ 2,768,430</b>	<b>\$ 21,851,989</b>	<b>\$ 608,057</b>	<b>\$ 118,185,209</b>	<b>\$ 113,498,270</b>
<b>Net book value 2019</b>	<b>\$ 1,302,320</b>	<b>\$ 5,542,689</b>	<b>\$ 2,490,712</b>	<b>\$ 1,332,130</b>	<b>\$ 783,424</b>	<b>\$ 79,767,838</b>	<b>\$ 2,867,858</b>	<b>\$ 18,833,947</b>	<b>\$ 577,352</b>	<b>\$ 113,498,270</b>	

See Accompanying Notes

**UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY**  
**CONSOLIDATED SCHEDULE OF TANGIBLE CAPITAL ASSETS**

For the year ended December 31, 2020

	Buildings	Development	Library	Planning	POA	Roads	Treasury & IT	2020	2019
<b>Cost</b>									
Balance, beginning of year	\$ 3,311,582	\$ 25,369	\$ 3,056,149	\$ 1,021,980	\$ 5,100	\$ 272,315,271	\$ 488,916	\$ 280,224,367	\$ 270,064,832
Additions during the year	85,631	-	186,333	-	-	15,120,680	63,334	15,455,978	17,294,743
Disposals during the year	48,188	-	390,794	50,380	5,100	6,179,354	-	6,673,816	7,135,208
<b>Balance, end of year</b>	<b>3,349,025</b>	<b>25,369</b>	<b>2,851,688</b>	<b>971,600</b>	<b>-</b>	<b>281,256,597</b>	<b>552,250</b>	<b>289,006,529</b>	<b>280,224,367</b>
<b>Accumulated Amortization</b>									
Balance, beginning of year	1,978,237	22,832	2,346,420	52,720	5,100	161,950,312	370,476	166,726,097	162,476,171
Amortization during the year	76,249	1,268	155,692	780	-	10,078,580	33,285	10,345,854	9,748,172
Amortization on disposals	29,716	-	390,794	50,380	5,100	5,774,641	-	6,250,631	5,498,246
<b>Balance, end of year</b>	<b>2,024,770</b>	<b>24,100</b>	<b>2,111,318</b>	<b>3,120</b>	<b>-</b>	<b>166,254,251</b>	<b>403,761</b>	<b>170,821,320</b>	<b>166,726,097</b>
<b>Net book value 2020</b>	<b>\$ 1,324,255</b>	<b>\$ 1,269</b>	<b>\$ 740,370</b>	<b>\$ 968,480</b>	<b>\$ -</b>	<b>\$ 115,002,346</b>	<b>\$ 148,489</b>	<b>\$ 118,185,209</b>	<b>\$ 113,498,270</b>
<b>Net book value 2019</b>	<b>\$ 1,333,345</b>	<b>\$ 2,537</b>	<b>\$ 709,729</b>	<b>\$ 969,260</b>	<b>\$ -</b>	<b>\$ 110,364,959</b>	<b>\$ 118,440</b>	<b>\$ 113,498,270</b>	

See Accompanying Notes

6

**UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY**  
**CONSOLIDATED SCHEDULE OF ACCUMULATED SURPLUS**

For the year ended December 31, 2020

	2020	2019
<b>Surpluses</b>		
Operating surplus	\$ -	\$ -
Stormont, Dundas and Glengarry County Library Board	207,363	60,688
Stormont, Dundas and Glengarry Police Services Board	178,308	238,895
Unfunded liabilities to be recovered from future revenues		
Future employment benefits payable	(23,387)	(71,490)
<b>Total surpluses</b>	<b>362,284</b>	<b>228,093</b>
<b>Reserves</b>		
<b>Reserves set aside for specific purposes by Council:</b>		
Working capital	6,324,884	5,502,758
Sick leave (Note 3)	11,548	58,141
Capital expenditure	6,500,000	4,206,238
Roads	11,351,380	8,900,962
Library	70,440	48,322
Tax rate stabilization	1,565,793	1,565,793
Buildings	621,634	736,634
Other	1,920,781	1,466,165
<b>Total reserves</b>	<b>28,366,460</b>	<b>22,485,013</b>
<b>Invested in tangible capital assets</b>		
Tangible capital assets	118,185,209	113,498,270
Less: related debt	(12,467)	(17,292)
<b>Total invested in tangible capital assets</b>	<b>118,172,742</b>	<b>113,480,978</b>
<b>ACCUMULATED SURPLUS</b>	<b>\$ 146,901,486</b>	<b>\$ 136,194,084</b>

See Accompanying Notes

**UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY**  
**CONSOLIDATED SCHEDULE OF CHANGE IN ACCUMULATED SURPLUS**

For the year ended December 31, 2020

	Surpluses	Reserves	Invested in Tangible Capital Assets	2020	2019
<b>Balance, beginning of year</b>	<b>\$ 228,093</b>	<b>\$ 22,485,013</b>	<b>\$ 113,480,978</b>	<b>\$ 136,194,084</b>	<b>\$ 125,779,538</b>
Surplus for the year	10,707,402	-	-	10,707,402	10,414,546
Reserves used for operations	2,113,823	(2,113,823)	-	-	-
Transfer to reserves	(7,995,270)	7,995,270	-	-	-
Current year funds used for tangible capital assets	(15,455,978)	-	15,455,978	-	-
Amortization of tangible capital assets	10,345,854	-	(10,345,854)	-	-
Disposal of tangible capital assets	423,185	-	(423,185)	-	-
Repayment of municipal debt	(4,825)	-	4,825	-	-
<b>Change in accumulated surplus</b>	<b>134,191</b>	<b>5,881,447</b>	<b>4,691,764</b>	<b>10,707,402</b>	<b>10,414,546</b>
<b>Balance, end of year</b>	<b>\$ 362,284</b>	<b>\$ 28,366,460</b>	<b>\$ 118,172,742</b>	<b>\$ 146,901,486</b>	<b>\$ 136,194,084</b>

See Accompanying Notes

8

# UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY

## CONSOLIDATED SCHEDULE OF SEGMENTED DISCLOSURE

For the year ended December 31, 2020

	General Government	Protection Services	Transportation Services	Health Services	Social and Family Services	Social Housing	Recreation and Cultural Services	Planning and Development	2020	2019
<b>REVENUE</b>										
Taxation	\$ 4,101,828	\$ 9,638,575	\$ 23,757,978	\$ 5,956,374	\$ 1,859,485	\$ 1,440,897	\$ 2,738,933	\$ 1,373,184	\$ 50,867,254	\$ 48,449,933
Fees and service charges	33,070	1,753,878	1,752,916	-	-	-	42,110	185,496	3,767,470	4,163,411
Grants	1,303,360	308,283	1,142,613	-	-	-	225,594	-	2,979,850	3,235,216
Investment income	296,338	-	-	-	-	-	-	-	296,338	469,703
Rents and other	9,795	-	-	-	-	-	9,048	3,084	21,927	34,559
	5,744,391	11,700,736	26,653,507	5,956,374	1,859,485	1,440,897	3,015,685	1,561,764	57,932,839	56,352,822
<b>EXPENSES</b>										
Wages and benefits	1,682,909	631,799	3,384,910	-	-	-	1,595,270	492,089	7,786,977	7,936,592
Materials and services	8,462	247,467	7,398,523	-	-	-	897,111	584,244	9,135,807	9,046,894
Contracted services	1,287,530	10,581,085	-	27,233	-	-	8,409	-	11,904,257	12,548,969
Insurance and financial costs	196,040	29,589	67,447	-	-	-	7,803	4,531	305,410	377,740
Third party transfers	109,000	313,501	-	5,844,609	1,569,491	1,619,426	15,500	-	9,471,527	9,653,150
Amortization	110,802	-	10,078,580	-	-	-	155,692	780	10,345,854	9,748,172
	3,394,743	11,803,441	20,929,460	5,871,842	1,569,491	1,619,426	2,679,785	1,081,644	48,949,832	49,311,517
<b>OTHER REVENUE</b>										
Deferred revenue earned	-	-	1,982,564	-	-	-	-	-	1,982,564	4,085,724
Loss on disposal of tangible capital assets	-	-	(258,169)	-	-	-	-	-	(258,169)	(712,483)
	-	-	1,724,395	-	-	-	-	-	1,724,395	3,373,241
<b>SURPLUS (DEFICIT) FOR THE YEAR</b>	\$ 2,349,648	\$ (102,705)	\$ 7,448,442	\$ 84,532	\$ 289,994	\$ (178,529)	\$ 335,900	\$ 480,120	\$ 10,707,402	\$ 10,414,546

See Accompanying Notes

# UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

For the year ended December 31, 2020

### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The consolidated financial statements are prepared in accordance with Canadian public sector accounting standards and include the following significant accounting policies:

#### (a) Basis of consolidation

##### (i) Consolidated entities

These consolidated financial statements reflect the assets, liabilities, sources of funding and expenditures and include the activities of all committees of Council and the following local boards:

Stormont, Dundas and Glengarry County Library Board  
Stormont, Dundas and Glengarry Police Services Board

All interfund assets and liabilities and sources of financing and expenditures have been eliminated with the exception of any funds of the Counties which results in consolidated interest income and expenditures during the year.

##### (ii) Non-consolidated entities

Eastern Ontario Health Unit

##### (iii) Accounting for school board transactions

The taxation, other revenues, expenditures, assets and liabilities with respect to the operations of the school boards are not reflected in the balances of these consolidated financial statements.

#### (b) Accrual basis of accounting

Revenues and expenditures are reported on the accrual basis of accounting. The accrual basis of accounting recognizes revenues as they become available and measurable; expenditures are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

#### (c) Taxation and related revenue

Property tax billings are issued by the Counties based on assessment rolls prepared by the Municipal Property Assessment Corporation ("MPAC") and collects property tax revenue billed through the lower tier municipalities. The authority to levy and collect property taxes is established under the *Municipal Act 2001*, the *Assessment Act*, the *Education Act* and other legislation.

Taxation revenue consists of non-exchange transactions and is recognized in the period to which the assessment relates and a reasonable estimate of the amounts can be made. Annual taxation revenue also includes adjustments related to reassessments and appeals to prior years' assessments.

# UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

For the year ended December 31, 2020

### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### (d) Government transfers

Government transfers are the transfer of assets from other levels of government that are not the result of an exchange transaction, are not expected to be repaid in the future, or the result of a direct financial return. The Counties recognize a government transfer as revenue when the transfer is authorized and all eligibility criteria, if any, have been met. A government transfer with stipulations giving rise to an obligation that meets the definition of a liability is recognized as a liability. In such circumstances, the Counties recognize revenue as the liability is settled.

#### (e) Fees and service charges

Fees and service charges are recognized when the activity is performed or when the services are rendered. Examples include, but are not limited to, Provincial Offenses Act fines, rental revenue, permits, and other fees from various recreation programs.

#### (f) Investment income

Investment income earned on surplus funds is reported as revenue in the period earned. Investment income earned on obligatory funds such as parkland allowances and gas tax funds is added to the associated funds and forms part of the respective deferred revenue, obligatory reserve fund balances.

#### (g) Cash and cash equivalents

Cash and cash equivalents is defined as cash on hand, cash on deposit and short term investments, which includes guaranteed investment certificates with maturities of three months or less.

#### (h) Deferred revenue

Deferred revenue represents government transfers that have been received for specific purposes, but the respective expenditures have not been incurred to date. These amounts will be recognized as revenues in the year the expenditures are incurred.

#### (i) Future employment benefits

Employee benefits include vacation entitlement and sick leave benefits. Vacation and sick leave benefits are accrued in accordance with the Counties' policy. The Counties account for their participation in the Ontario Municipal Employees Retirement System (OMERS) as a defined contribution plan.

#### (j) Non-financial assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year, and are not intended for sale in the ordinary course of operations. The change in non-financial assets during the year, together with the excess of revenues over expenses, provides the change in net financial assets for the year.

# UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

For the year ended December 31, 2020

### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### (j) Non-financial assets (Continued)

##### (i) Tangible capital assets

Tangible capital assets are recorded at cost, which includes all amounts that are directly attributable to the acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital assets are amortized on a straight-line basis over their estimated useful lives as follows:

Land improvements	25 to 40 years
Buildings	10 to 50 years
Vehicles	4 to 20 years
Equipment	
General equipment	3 to 30 years
Library materials	7 years
Leased assets	5 to 40 years
Computer hardware and software	3 years
Storm drains	50 years
Street lights	30 years
Transportation	
Roads	10 to 50 years
Bridges and structures	25 to 75 years

A full month of amortization is charged in the month of acquisition and continues until fully depreciated or disposed. Assets under construction are not amortized until the asset is available for productive use, at which time they are capitalized.

The Counties have a capitalization threshold of between \$5,000 to \$25,000, based on the asset class so that individual tangible capital assets of lesser value are expensed, unless they are pooled because, collectively, they have significant value, or for operational reasons.

##### (ii) Works of art and historical treasures

The Counties own various works of art and historical treasures dating back to 1850. The Counties also own a Harkness historical clock from 1893. Works of art and historical treasures are not recorded in the Counties' consolidated financial statements.

##### (iii) Contributions of tangible capital assets

Tangible capital assets received as contributions are recorded at their fair value at the date of receipt, and that fair value is also recorded as revenue. Similarly, transfers of assets to third parties are recorded as an expense equal to the net book value of the asset as of the date of the transfer.

##### (iv) Leases

Leases are classified as capital or operating leases. Leases which transfer substantially all of the benefits and risks incidental to ownership of property are accounted for as capital leases. All other leases are accounted for as operating leases and the related lease payments are charged to expenses as incurred.

##### (v) Inventory

Inventory held for consumption is recorded at the lower of cost or replacement cost.



# UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

For the year ended December 31, 2020

### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### (k) Liability for contaminated sites

A liability for contaminated sites arises when contamination is being introduced into the air, soil, water or sediment of a chemical, organic or radioactive material or live organism that exceeds the maximum acceptable concentrations under an environmental standard. A liability for remediation of contaminated sites is recognized when all of the following criteria are met:

- (i) An environmental standard exists;
- (ii) Contamination exceeds the environmental standard;
- (iii) The Counties are directly responsible, or accepts responsibility to remediate the site;
- (iv) The Counties expect that future economic benefits will be given up; and
- (v) A reasonable estimate of the amount can be made.

Liabilities are accrued to record the estimated costs related to the management and remediation of contaminated sites. The liability estimate includes costs that are directly attributable to the remediation activities and includes integral post-remediation operation, maintenance and monitoring costs that are a part of the remediation strategy for the contaminated site. The costs that would be included in a liability are:

- Costs directly attributable to remediation activities (for example, payroll and benefits, equipment and facilities, materials, and legal and other professional services); and
- Costs of tangible capital assets acquired as part of remediation activities to the extent they have no other alternative use.

The measurement of a liability is based on estimates and professional judgment. The liability is recorded net of any expected recoveries. The carrying amount of a liability is reviewed at each financial reporting date with any revisions to the amount previously recognized accounted for in the period in which revisions are made.

A contingency is disclosed if all of the above criteria are not met.

#### (l) Measurement uncertainty (use of estimates)

The preparation of financial statements in conformity with Canadian public sector accounting standards requires administration to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenditures during the current period. These estimates are reviewed periodically and adjustments are made to income as appropriate in the year they become known. Significant items subject to such estimates and assumptions include the estimated useful life of tangible capital assets, the valuation of allowances for doubtful taxes and accounts receivable, and the valuation of inventories. Actual results could differ from these estimates.

# UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

For the year ended December 31, 2020

### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### (m) Future accounting pronouncements

##### Financial instruments

PS 3450 established recognition, measurement, and disclosure requirements for derivative and non-derivative financial instruments. The standard required fair value measurement of derivatives and equity instruments that are quoted in an active market; all other financial instruments can be measured at const/amortized cost or fair value at the election of the government. Unrealized gains and losses are presented in a new statement of remeasurement gains and losses. There is the requirement to disclose the nature and extent of risks arising from financial instruments and clarification is given for the de-recognition of financial liabilities.

This standard is effective for fiscal years beginning on or after April 1, 2022. Early adoption is permitted.

##### Asset Retirement Obligations

PS 3280 establishes standards on how to account for and report a liability for asset retirement obligations (ARO). As asset retirement obligations associated with landfills are included in the scope of PS 3280, PS 3270 Solid Waste Landfill Closure and Post-Closure Liability will be withdrawn. The main features of this standard are as follows:

- An ARO represents a legal obligation associated with the retirement of a tangible capital asset.
- Asset retirement costs increase the carrying amount of the related tangible capital asset and are expensed in a rational and systematic manner.
- When an asset is no longer in productive use, the associated asset retirement costs are expensed.
- Measurement of the ARO liability should result in the best estimate of the amount required to retire a tangible capital asset at the financial statement date.
- Subsequent measurement of the ARO liability results in either a change in the carrying amount of the related tangible capital asset or an expense. The accounting treatment depends on the nature of the remeasurement and whether the asset remains in productive use.

This standard is effective for fiscal years beginning on or after April 1, 2022. Early adoption is permitted.

## UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY

### NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

For the year ended December 31, 2020

#### 2. DEFERRED REVENUE - OBLIGATORY RESERVE FUNDS

A requirement of Canadian public sector accounting standards is that obligatory reserve funds be reported as deferred revenue. This requirement is in place as provincial legislation restricts how these funds may be used and under certain circumstances these funds may possibly be refunded. The balance in the obligatory reserve funds represent funds set aside under the federal gas tax reserve and COVID 19 funding; transactions are summarized as follows:

Gas Tax	2020	2019
Balance, beginning of year	\$ -	\$ -
Grants received	1,982,564	4,085,724
Deferred revenue earned	(1,982,564)	(4,085,724)
<b>Balance, end of year</b>	<b>\$ -</b>	<b>\$ -</b>

COVID-19 funding	2020	2019
Balance, beginning of year	\$ -	\$ -
Grants received	1,887,300	-
Deferred revenue earned	(628,532)	-
<b>Balance, end of year</b>	<b>\$ 1,258,768</b>	<b>\$ -</b>

<b>Balance of deferred revenue - obligatory reserve fund, end of year</b>	<b>\$ 1,258,768</b>	<b>\$ -</b>
---	---------------------	-------------

#### 3. FUTURE EMPLOYMENT BENEFITS PAYABLE

The Counties provide employee benefits that will require funding in future periods. Under the former sick leave benefit plan, unused sick leave can accumulate and employees may become entitled to a cash payment when they leave the Counties' employment. The Reserve for Sick Leave in the amount of \$11,548 (2019 - \$58,141) has been established to provide for this liability.

**UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**

For the year ended December 31, 2020

**4. MUNICIPAL DEBT**

(a) The balance of municipal debt reported on the Consolidated Statement of Financial Position is made up of the following:

	2020	2019
Capital lease obligations on vehicles, 0% interest, secured by assets, maturing July 2023	\$ 12,467	\$ 17,292
Principal payment due in the next three years are as follows:		
2021	\$ 4,826	
2022	4,926	
2023	2,715	
	\$ 12,467	

(b) The municipal debt reported in (a) of this note is payable from general municipal revenues.

**5. PENSION AGREEMENTS**

The Counties are a member of the Ontario Municipal Employees Retirement System (OMERS) which is a multi-employer retirement plan. The plan is a contributory defined benefit plan that specifies the amount of retirement benefit to be received by the employees based on the length of service and rates pay. Employers and employees contribute to the plan. Since any surpluses or deficits are a joint responsibility of all Ontario municipalities and their employees, the Counties do not recognize any share of the OMERS pension deficit of \$3.2 billion (2019 - \$3.4 billion) in these consolidated financial statements.

The employer amount contributed to OMERS for 2020 was \$525,907 (2019 - \$513,891) for current service and is included as an expenditure on the Consolidated Statement of Financial Activities.

# UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

For the year ended December 31, 2020

### 6. PROVINCIAL OFFENCES

The Counties are the service provider for Provincial Offences on behalf of the Counties and the City of Cornwall. The provision of service began February 4, 2001. The net revenues are shared based on the share of population pursuant to the agreement between the City of Cornwall and the Counties.

	2020	2019
Revenue	\$ 1,705,704	\$ 2,471,480
Expenditures	953,324	1,199,050
	<b>\$ 752,380</b>	<b>\$ 1,272,430</b>
Net revenue is shared as follows:		
United Counties of Stormont, Dundas and Glengarry	\$ 438,879	\$ 741,104
City of Cornwall	313,501	531,326
	<b>\$ 752,380</b>	<b>\$ 1,272,430</b>

### 7. BUDGET FIGURES

The 2020 budget amounts that were approved on February 18, 2020 were established for Capital, Reserves and Reserve Funds and are based on a project-oriented basis, the costs of which may be carried out over one or more years.

### 8. FINAL SETTLEMENTS

The Counties have services provided by third party service providers such as land ambulance, homes for the aged, social housing, social services and policing. As well, the Province of Ontario provides funding for the current year that requires a final settlement. Some of these final settlements may not be known at the date of these consolidated financial statements. Administration has recorded an estimate of the settlements not yet finalized for 2020. Any adjustments required as a result of differences between the estimates and the final settlements will be recorded in next year's consolidated financial statements.

### 9. OPERATING EXPENDITURES BY OBJECT

	BUDGET 2020	ACTUAL 2020	ACTUAL 2019
Wages and benefits	\$ 6,772,709	\$ 7,786,977	\$ 7,936,592
Materials and services	12,755,136	9,135,807	9,046,894
Contracted services	12,255,478	11,904,257	12,548,969
Insurance and financial costs	333,711	305,410	377,740
Third party transfers	13,167,303	9,471,527	9,653,150
Amortization	10,177,148	10,345,854	9,748,172
	<b>\$ 55,461,485</b>	<b>\$ 48,949,832</b>	<b>\$ 49,311,517</b>

# UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

For the year ended December 31, 2020

### 10. OPERATING SURPLUS

The total operating surplus for the fiscal year ending December 31, 2020 was \$950,077. The general surplus of \$863,988 was transferred to reserves. The Library Board surplus of \$146,677 was allocated to the Library board surplus and the Police Services Board deficit of \$60,588 was allocated from the Police services board's surplus.

	BUDGET	ACTUAL	ACTUAL
	2020	2020	2019
Surplus for the year	\$ 6,109,337	\$ <b>10,707,402</b>	\$ 10,414,546
Funds transferred to reserves	-	<b>(7,131,281)</b>	(4,222,774)
Reserves used for operations	3,068,976	<b>2,113,823</b>	2,158,535
Change in future employment benefits payable	-	<b>(48,103)</b>	(11,303)
Acquisition of tangible capital assets	(21,900,450)	<b>(15,455,978)</b>	(17,294,743)
Transfer of work in progress to tangible capital assets	-	<b>96,598</b>	919,624
Amortization expense	10,177,148	<b>10,345,854</b>	9,748,172
Loss on sale of tangible capital assets	-	<b>258,169</b>	712,483
Proceeds on sale of tangible capital assets	-	<b>68,418</b>	4,855
Principal payments on municipal debt	(4,000)	<b>(4,825)</b>	(4,826)
Operating surplus (deficit) for the year	(2,548,989)	<b>950,077</b>	2,424,569
Transfer from (to) Library board surplus	-	<b>(146,677)</b>	(21,237)
Transfer from Police services board surplus	135,000	<b>60,588</b>	23,312
General surplus (deficit) for the year	(2,413,989)	<b>863,988</b>	2,426,644
Transfer to reserves	2,413,989	<b>(863,988)</b>	(2,507,943)
Operating surplus, beginning of year	-	-	(81,299)
Operating surplus, end of year	\$ -	\$ -	\$ -

### 11. SEGMENTED INFORMATION

The Counties are responsible for providing a range of services to their citizens. For management reporting purposes the Counties' operations and activities are organized and reported by department. These departments are reported by functional area in the body of the consolidated financial statements similar to reporting reflected in the Ontario Financial Information Return. These functional areas represent segments for the United Counties of Stormont, Dundas and Glengarry and expended disclosure by object has been reflected in the schedule of segmented disclosure.

For each segment separately reported, the segment revenue and expenses represent both amounts that are directly attributable to the segment and amounts that are allocated on a reasonable basis. Therefore, certain allocation methodologies are employed in the preparation of segmented financial information.

The accounting policies used in these segments are consistent with those followed in the preparation of the consolidated financial statements as disclosed in Note 1.

# UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

For the year ended December 31, 2020

### 11. SEGMENTED INFORMATION (Continued)

A brief description of each segment follows:

(a) General government

General government includes corporate services and governance of the Counties. Administration as a segment includes operating and maintaining municipal owned buildings, human resource management, legal, communications, information systems and technology, support to Council for policy development, by-law development in compliance with the Municipal Act, financial management reporting, monitoring and overall budget status as well as frontline reception and customer service.

(b) Protection services

Protection services includes police protection, and emergency measures and obligations under the Provincial Offenses Act.

(c) Transportation services

Transportation services includes administration and operation of traffic and parking services for the Counties. In addition, services are provided for the winter and summer road maintenance along with the repair and construction of the municipal roads system including bridges and culverts, as well as operation and maintenance of a fleet of vehicles and equipment for use in providing services to the Counties.

(d) Health services

Health services provide emergency medical services, land ambulance and funding for local public health organizations.

(e) Social and family services

Social and family services provide long-term care home at the Glen-Stor-Dun Lodge, and provincial programs such as social assistance and subsidized child care.

(f) Social housing

Social housing provide housing services for geared to income individuals in the United Counties of Stormont, Dundas and Glengarry.

(g) Recreation and cultural services

Recreation and cultural services includes libraries.

(h) Planning and development

Planning and development manages development for business interests, environmental concerns, heritage matters, local neighbourhoods and community development. It also facilitates economic development by providing services for the approval of all land development plans and the application and enforcement of the official plan.

# UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

For the year ended December 31, 2020

### 12. COMMITMENTS

The Counties have committed to contribute up to \$4,000,000 for capital improvements to a long-term care facility within Stormont, Dundas and Glengarry. The commitment is payable in installments according to the following schedule:

At start of construction project	\$	1,000,000
At 50% completion of project	\$	2,000,000
At 75% completion of project	\$	1,000,000

The Counties have committed to contribute up to \$2,500,000 for capital improvements to a second long-term care facility. The commitment is payable in installments according to the following schedule:

At start of construction project	\$	625,000
At 50% completion of project	\$	1,250,000
At 75% completion of project	\$	625,000

At December 31, 2020, \$6,500,000 has been set aside in the capital reserve to fund this commitment.

### 13. SIGNIFICANT EVENT

During the year, there was a global outbreak of COVID-19 (coronavirus), which has had a significant impact on businesses through the restrictions put in place by the Canadian, provincial and municipal governments regarding travel, business operations and isolation/quarantine orders.

The Counties received a provincial grant of \$1,762,300 and \$125,000 from the City of Cornwall of which \$628,532 was used to cover additional operating costs resulting from the pandemic and the remaining \$1,258,768 has been included in deferred revenues - obligatory reserve funds (Note 2).

At this time, it is unknown the extent of the impact the COVID-19 outbreak may have on the Counties as this will depend on future developments that are highly uncertain and that cannot be predicted with confidence. These uncertainties arise from the inability to predict the ultimate geographic spread of the disease, and the duration of the outbreak, including the duration of travel restrictions, business closures or disruptions, and quarantine/isolation measures that are currently, or may be put, in place by Canada and other countries to fight the virus. While the extent of the impact is unknown, we anticipate this outbreak may cause reduced customer demand, supply chain disruptions, staff shortages, and increased government regulations, all of which may negatively impact the Counties' financial condition.



# UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY

## FIVE YEAR FINANCIAL REVIEW

For the year ended December 31, 2020

### FINANCIAL ACTIVITIES (000's)

	2020	2019	2018	2017	2016
<b>Revenues</b>					
Taxation	\$ 50,867	\$ 48,450	\$ 46,829	\$ 44,984	\$ 42,388
Fees and service charges	3,767	4,163	5,053	4,060	4,338
Grants	2,979	3,235	2,359	3,210	2,338
Investment income	296	470	385	232	184
Rents and other	22	35	30	28	89
	<b>57,931</b>	<b>56,353</b>	<b>54,656</b>	<b>52,514</b>	<b>49,337</b>
<b>Expenses</b>					
General government	3,395	3,877	2,875	2,708	2,612
Protection to persons and property	11,803	12,055	11,978	12,381	12,240
Transportation services	20,929	20,517	21,993	19,646	19,424
Health services	5,872	5,609	5,190	5,439	5,051
Social and family services	1,569	1,840	1,604	1,740	1,977
Social housing	1,619	1,629	1,619	1,676	1,614
Recreation and cultural services	2,680	2,765	2,651	2,238	2,263
Planning and development	1,082	1,020	841	1,007	932
	<b>48,949</b>	<b>49,312</b>	<b>48,751</b>	<b>46,835</b>	<b>46,113</b>
<b>Other Revenue</b>					
Deferred revenue earned	1,983	4,086	2,065	2,006	1,971
Gain (loss) on disposal of tangible capital assets	(258)	(712)	(2,441)	(153)	(28)
	<b>1,725</b>	<b>3,374</b>	<b>(376)</b>	<b>1,853</b>	<b>1,943</b>
<b>Surplus for the year</b>	<b>\$ 10,707</b>	<b>\$ 10,415</b>	<b>\$ 5,529</b>	<b>\$ 7,532</b>	<b>\$ 5,167</b>

### TAXABLE ASSESSMENT (000's)

	2020	2019	2018	2017	2016
Residential and farm	\$ 10,058,638	\$ 9,360,979	\$ 8,678,829	\$ 7,992,928	\$ 7,406,697
Commercial and industrial	843,509	803,692	758,823	722,571	706,088
	<b>10,902,147</b>	<b>10,164,671</b>	<b>9,437,652</b>	<b>8,715,499</b>	<b>8,112,785</b>
Exempt	285,347	261,074	249,973	253,716	246,255
	<b>\$ 11,187,494</b>	<b>\$ 10,425,745</b>	<b>\$ 9,687,625</b>	<b>\$ 8,969,215</b>	<b>\$ 8,359,040</b>
Commercial and industrial	7.74%	7.91%	8.04%	8.29%	8.70%

# UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY

## FIVE YEAR FINANCIAL REVIEW

For the year ended December 31, 2020

### FINANCIAL INDICATORS

	2020	2019	2018	2017	2016
<b>Net long-term debt</b>	\$ 12,467	\$ 17,292	\$ 22,118	\$ 1,986	\$ 6,297
<b>Sustainability</b>					
Financial assets to liabilities	7.87	8.61	6.18	4.58	3.73
Financial assets to liabilities excluding long-term debt	7.90	8.67	6.22	4.58	3.73
Long-term debt to tangible capital assets	0.01 %	0.02 %	0.02 %	- %	0.01 %
<b>Flexibility</b>					
Debt charges to total operating revenue	0.01 %	0.01 %	0.01 %	0.02 %	0.02 %
Total operating revenue to taxable assessment	0.52 %	0.54 %	0.56 %	0.59 %	0.61 %
<b>Vulnerability</b>					
Operating grants to operating revenue	5.14 %	5.74 %	4.31 %	9.57 %	4.74 %
Total grants to total revenues	8.57 %	12.99 %	8.09 %	9.93 %	8.73 %
<b>Reserve Coverage</b>					
Reserves to operating revenue	48.96 %	39.90 %	32.77 %	30.94 %	27.78 %
Reserves to working capital	0.95 %	0.99 %	0.99 %	0.95 %	0.98 %
Reserves	\$ 28,366,460	\$ 22,485,013	\$ 17,912,830	\$ 16,860,271	\$ 14,229,302



# The United Counties of Stormont, Dundas and Glengarry

## Service Delivery Review for Court & Financial Services

### Final Report

June 2021



# Disclaimer

This report has been prepared by KPMG LLP (“KPMG”) for the United Counties of SDG (“Client”) pursuant to the terms of our Agreement with the Client dated April 22, 2021. KPMG neither warrants nor represents that the information contained in this report is accurate, complete, sufficient or appropriate for use by any person or entity other than Client or for any purpose other than set out in the Engagement Agreement. This report may not be relied upon by any person or entity other than Client, and KPMG hereby expressly disclaims any and all responsibility or liability to any person or entity other than Client in connection with their use of this report.

This report is based on information and documentation that was made available to KPMG at the date of this report. KPMG has not audited nor otherwise attempted to independently verify the information provided unless otherwise indicated. Should additional information be provided to KPMG after the issuance of this report, KPMG reserves the right (but will be under no obligation) to review this information and adjust its comments accordingly.

Pursuant to the terms of our engagement, it is understood and agreed that all decisions in connection with the implementation of advice and recommendations as provided by KPMG during the course of this engagement shall be the responsibility of, and made by, the United Counties of SDG. KPMG has not and will not perform management functions or make management decisions for the United Counties of SDG.

This report may include or make reference to future oriented financial information. Readers are cautioned that since these financial projections are based on assumptions regarding future events, actual results will vary from the information presented even if the hypotheses occur, and the variations may be material.

Comments in this report are not intended, nor should they be interpreted, to be legal advice or opinion.

KPMG has no present or contemplated interest in the United Counties of SDG nor are we an insider or associate of the United Counties of SDG. Accordingly, we believe we are independent of the United Counties of SDG and are acting objectively.



# Project Overview

# Project Overview

## **Project Objectives – How will we define success?**

KPMG was engaged by the United Counties of Stormont, Dundas and Glengarry (“SDG”) to undertake a Service Delivery Review of the County’s Court and Financial Services to identify opportunities for service efficiency and modernization.

We understand that this review will examine Court and Financial Services to assess current program and service models and explore their alignment to the Strategic Plan and legislative requirements. The recommendations resulting from the review are intended to help Court and Financial Services become more efficient and effective in their delivery of services to citizens and will also identify opportunities for cost reductions, customer service improvement and overall modernization.

Overall, the project provided recommendations to:

- a) Reduce operating costs, ensuring that staffing, resources and structures are maintained to support recommended services and service levels
- b) Modernize services, through digitization or other practical means
- c) Increase efficiencies
- d) Measure and report progress
- e) Identify strategies for continuous improvement
- f) Identify opportunities to build internal capacity
- g) Improve service quality
- h) Ensure that current staffing complements are appropriate

# Project Overview

## Project Drivers – *What problem were we trying to solve?*

SDG undertook a review of Court and Financial Services to improve the effectiveness and efficiency of services, target ideal staffing levels, reduce costs and modernize services.

## Project Principles – *What is Important to Us?*

- The knowledge and expertise of the County staff was fully engaged and built upon, to arrive at recommended actions through a transparent, participative and inclusive process facilitated by KPMG.
- The service review process was conducted in a way that engaged County employees.
- The aim was to, wherever possible, transfer knowledge and necessary “tools” to County staff to enable them to better develop their own solutions to operational and process issues and challenges over time.
- The framework and approach was based on leading practices from municipal or other levels of government experience and/or private sector.
- Lastly, this was not an audit nor a deeper-dive operational review. This was a review to build on successes and identify opportunities to improve the efficiency and effectiveness of how the County delivers Court and Financial services.

## Project Timing

The project commenced on April 27, 2021 and will be completed when the Final Report is presented to Council by June 21, 2021.



# Summary of Stakeholder Engagement





# The Stakeholder Engagement Process

As part of the Service Delivery Review, KPMG conducted interviews with leadership and staff with Finance and Court Services to obtain an understanding of their objectives, services, strengths, and challenges. KPMG conducted these one-on-one interviews with the following individuals and also had them complete an online survey.

## Interviews

### Finance:

1. Director, Financial Services / Treasurer
2. Manager, Finance
3. Payroll and Benefits Coordinator
4. Administrative Assistant, Payroll
5. Administrative Assistant, Accounting

### Court Services

1. Manager, Court Services
2. Municipal Prosecutor
3. Court Services Representative
4. Collections Officer

## Online Surveys

KPMG also launched an online, confidential survey to all staff listed above with a 100% response rate. The purpose of this survey was to better understand existing services and identify opportunities to improve their efficiency, effectiveness and economy. Results from the survey are summarized in the following slides. Please refer to **Appendix A** for detailed responses to each survey question.

# Summary of Positive Stakeholder Feedback

KPMG noted the following positive feedback from one-on-one interviews with staff and results from the online staff survey.

## Finance Staff and Teamwork

Staff in Finance are knowledgeable, committed, cross-trained, work well together and have a strong sense of teamwork.

## Court Services during the Pandemic

Court Services has overcome numerous setbacks and obstacles as a result of the COVID-19 pandemic.

## Payroll and A/P

Finance staff process payroll and the payment of invoices with accuracy and timeliness. Staff are always dependable to perform their duties.

## Records Management

Court Services is up-to-date on records management and disposing paper files that are (7) seven years old.

“

*“Overall, the Finance department performs well and works well as a team”*

“

*“Court Services is ahead of the curve relative to other municipalities in digitizing POA”*

“

*“There hasn’t been a late payroll since I joined the organization and the initial review of payroll is done very well”*

“

*“Court Services is good with the streamlining of disclosure management, resolutions on the phone and ahead of other jurisdictions in this respect”*

# Summary of Stakeholder Interviews

KPMG observed the following recurring themes and trends during the stakeholder interviews with staff in Finance and Court Services.

## 01

Functional Processes	
<ul style="list-style-type: none"> <li>The manual processes involved in payroll make the time between timesheet entry and bank submission deadlines very short</li> <li>Online/in-person court may be delayed due to non-bilingual Court Service Representatives</li> <li>Court data must be entered in two (2) separate systems leading to redundancies</li> <li>Due to the use of manual timesheets, there are higher chances of errors; thereby requiring additional oversight (two payroll reviews)</li> </ul>	<ul style="list-style-type: none"> <li>There are inconsistent practices in collecting invoice payments leading to variability in charging interest on overdue payments</li> <li>Drivers cannot immediately receive their revoked licenses if they make payment at the County, unlike at Service Ontario</li> <li>Court Services is not getting defendants to trial quickly due to resource constraints and external uncontrollable factors</li> <li>The processes for managing HR-related employee requests and A/P are manual in nature</li> </ul>

## 02

People
<ul style="list-style-type: none"> <li>Court Services is under-resourced and strained due to staffing constraints and increased court duties. With the decline in ticket volume, the Collections processes should be reviewed</li> <li>Finance does not have the capacity to consistently work on large scale projects</li> <li>There is no full-time dedicated staff to work at reception leading to inconsistencies in reception duties and delays</li> </ul>

## 03

Technology
<ul style="list-style-type: none"> <li>Timesheets processing for the Roads department is manual, cumbersome and could be automated through technology</li> <li>Software Implementation has been delayed due to staffing constraints within the County</li> <li>Microsoft Excel is heavily used for budgeting, tax ratio determination and financial analysis</li> <li>Library payroll is using an unsupported software built in house leading to increased technical risks</li> </ul>

## 04

Performance Insights & Data
<ul style="list-style-type: none"> <li>The issuance of tickets has dropped significantly due to uncontrollable factors</li> <li>Performance metrics are not clearly established in both departments</li> </ul>

# Summary of Stakeholder Survey Results

KPMG observed the following trends from the online survey conducted for staff in Finance and Court Services.

<b>Efficiency and Effectiveness</b>	Almost all survey respondents agreed there are opportunities to improve the operating efficiency and effectiveness of existing service delivery.
<b>Outsourced Services</b>	Respondents indicated mixed feelings about outsourcing of functions. These sentiments were equally distributed between Finance and Court Services.
<b>New Service Delivery Models</b>	Respondents indicated agreement or neutrality about using another service delivery model. Finance respondents make up the majority of neutral responses whereas Court Services make up the majority of agreement responses.
<b>Cost Reductions</b>	Respondents indicated agreement or neutrality about using reducing or re-allocating costs. Responses between Finance and Court Services were proportionally split between agreement and neutrality.
<b>New Revenue Sources</b>	Respondents indicated disagreement or neutrality about using increasing revenues from non-taxation sources. Court Services responded neutrally whereas Finance responded mostly with disagreement.
<b>Performance Metrics</b>	Respondents indicated mixed feelings about whether performance metrics were established to measure performance. This suggests that performance measures may be tracked but are not properly communicated in the measuring of performance. Responses were mixed for both groups.
<b>Reducing Service Levels</b>	Respondents generally indicated agreement or neutrality about adjusting service levels. Responses from Finance were somewhat more in agreement compared to Court Services.
<b>Increasing Service Levels</b>	Respondents indicated agreement or neutrality about increasing service levels. Finance respondents expressed slightly more agreement compared to Court Services.



# Service Profiles

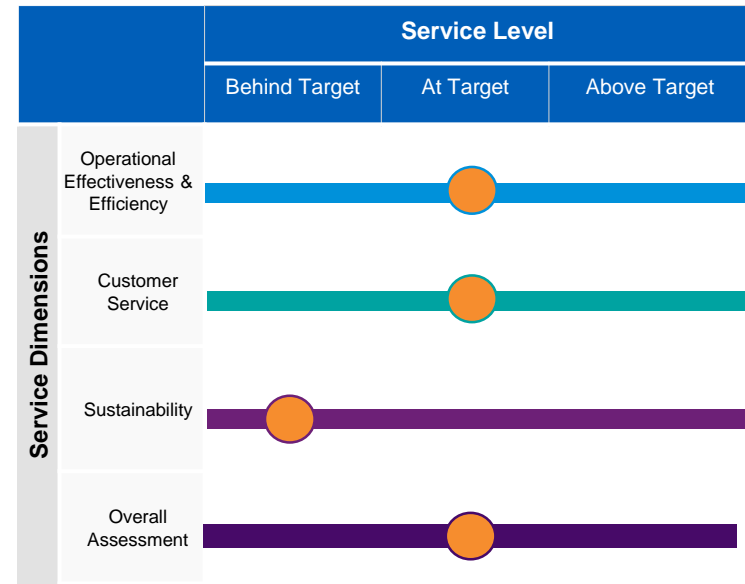


# Financial Services

Program		Service Description
Financial Services		Financial Services provides numerous accounting services to support members of Council and municipal staff. Financial Services is tasked with managing SDG's resources with fiscal responsibility and providing advice and financial oversight on matters pertaining to the County.
Department		
Financial Services		
Service Type		
Mandatory		Key services include accounts receivable (A/R), accounts payable (A/P), accounting, internal control, payroll and benefits administration, human resources functions, recruitment, annual budgeting, financial reporting, internal reports and analysis, funding applications, asset management, taxation and cash management.
Overall Service Level Assessment		
At Target		The department has a total of five (5) staff. The Director of Financial Services leads this department with immediate support from the Manager of Finance/Deputy Treasurer, followed by the Payroll and Benefits Coordinator, the Administrative Assistant – Payroll, and the Administrative Assistant – Accounting.
2020 Actuals (\$,000s)		

Compensation & Benefits	470
Material, Operating and Other Cost	1,392
Transfers	37
Capital	2
<b>Total Costs</b>	<b>1,901</b>
User Fees and Recoveries	-
Transfers, Grants, Other Funding Sources	(658)
Capital Funding	(175)
<b>Total Revenues</b>	<b>(833)</b>
<b>Net Levy</b>	<b>1,068</b>
<b>FTEs</b>	<b>4.5</b>

Sub-Services	Service Description
Payroll	Payroll is responsible for the timely and accurate processing of various payroll and benefit transactions for all County departments. Key activities include the timesheet processing, job costing, pay rate validation, payroll processing, bank transmission, legislative compliance and records maintenance.
A/P	Accounts Payable (A/P) is responsible for the timely and accurate processing and payment of vendor invoices. Key activities include records management, obtaining invoice approval and processing invoices for payment from the bank.
A/R	Accounts Receivable (A/R) is responsible for the collection of monies owed to SDG. Key activities include sending invoices and following up with clients to ensure timely payment.
Asset Management	Finance is leading the development of the Asset Management Plan for the County.
Human Resource Administration	Activities include: recruiting, onboarding, administration of pension and benefits, and advising management on HR-related decisions in conjunction with the Chief Administrative Officer.



### Rationale For Service Level Assessment

- Financial Services is classified as a mandatory service as roles and responsibilities are subject to provincial legislation including the Municipal Act, Pension Benefits Act, Trustee Act, Retail Sales Tax Act, Procurement, By-Law, Assessment Act etc.
- Based on the weighted assessment of the three service dimensions, Financial Services is operating at the targeted service level.
- Staff are talented, efficient and cross-trained on some functions.
- Payments for payroll and A/P are processed on-time with accuracy.
- Management has implemented a strong internal control system with supporting documentation, e.g. process narratives.
- Processing payroll for Roads is manual in nature, paper-intensive, and strains staff resourcing leading up to the bank submission deadline.
- Implementation of large scale projects are difficult to achieve due to staff resourcing constraints.
- No technology in-place to provide external electronic signatures and approvals for A/P.

# Financial Services

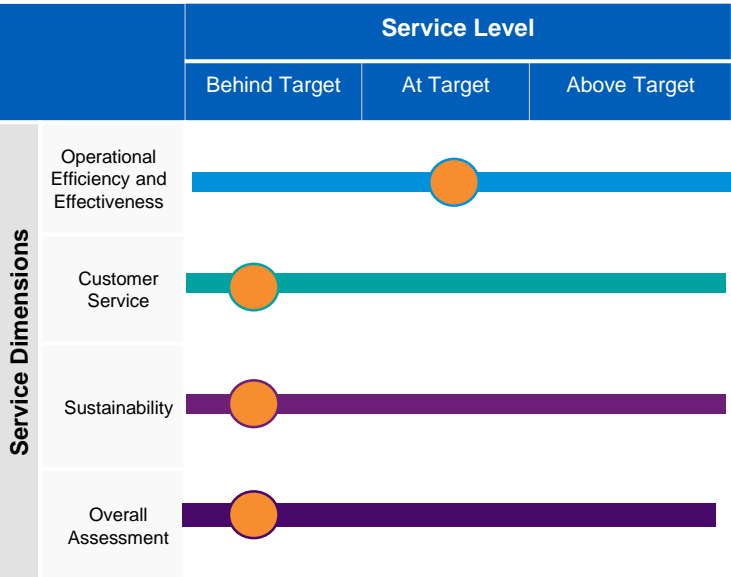
Service Dimension	Key Performance Indicator	Current Level	Target Level	Service Level Assessment	Notes
<b>Operational Efficiency and Effectiveness</b>	Effectiveness: clean external audit opinion.	Clean audit	Clean audit	At Target	
	Continue training and professional development	Two or more courses/year	At least two courses/year		
	AP – Number of invoices that are paid within 30 days of the invoice date.	85%	80%		
<b>Customer Service</b>	Online Access to Employee information.	75% Self-Serve for majority of HR and Payroll info	75% Self-Serve for majority of HR and Payroll info	At Target	Further use of BambooHR is expected to improve this KPI by year end 2021.
<b>Sustainability</b>	Time Entry for Roads Payroll – From the time timesheets are received to the time Payroll is processed.	Two full days to enter both weeks	One full day to enter both weeks	Behind Target	<p>When a STAT holiday occurs, this timeline is even tighter, and timesheets are requested early, with adjustments after processing.</p> <p>Manual entries leads to timesheet errors and more time is spent on clarifications.</p> <p>Online timesheets would help achieve target – minimal manual entry.</p>
<p><b>Overall Assessment for Financial Services - At Target</b> – Based on the weighted assessment of the three service dimensions, Financial Services is operating at the targeted service level.</p>					

# Court Services

Program	
Court Services	
Department	
Financial Services	
Service Type	
Mandatory	
Overall Service Level Assessment	
Behind Target	
2020 Actuals (\$,000s)	
Compensation & Benefits	607
Material, Operating and Other Cost	1,039
Transfers	-
Capital	-
<b>Total Costs</b>	<b>1,646</b>
User Fees and Recoveries	(2,085)
Transfers, Grants, Other Funding Sources	-
Capital Funding	(250)
<b>Total Revenues</b>	<b>(2,335)</b>
<b>Net Levy</b>	<b>(689)</b>
<b>FTEs</b>	<b>6.5</b>

Service Description	
<p>Court Services is responsible for all court administration and court support functions under the <i>Provincial Offences Act (POA)</i>. The POA governs non-Criminal offences including the Highway Traffic Act, Compulsory Automobile Insurance Act, distracted driving, liquor license violations, trespass to property and other offences.</p> <p>Key services include ticket administration, Part III Information, court trials, court administration, prosecution, early resolutions and collections. Court Services also manages the front-desk reception for SDG's administration building.</p> <p>The department has a total of six (6) staff including the Municipal Prosecutor, Manager of Court Services, Collections Officer and three (3) Court Service Representative.</p> <p>The Director of Financial Services has responsibility and oversight over Court Services including it's effectiveness and efficiency in service delivery to the public.</p>	

Sub-Services	Service Description
Prosecution	The Municipal Prosecutor is responsible for the coordination, preparation and prosecution of all cases before the Ontario Court of Justice for offences under the Provincial Offences Act, relevant provincial/federal statutes and applicable municipal by-laws.
Court Service Representatives (CSR)	Court Service Representatives perform many administrative duties in the Provincial Offences Court and the Court Division including pre and post-court administration, supporting the Justice of the Peace during court, and preparing transcripts.
Collections Officer	The Collections Officer is responsible for collecting defaulted fines, maintaining the collection database, conducting interviews with debtors and taking legal action to enforce judgements when required.
Reception	Court Services manages the front-desk reception for SDG's administration building. The CSR's rotate receptionist duties.



Rationale For Service Level Assessment
<ul style="list-style-type: none"> <li>Court Services is classified as a mandatory service as roles and responsibilities are subject to Provincial legislation including the Provincial Offences Act, Emergency Management and Civil Protection Act, the Ministry of the Attorney General, Official Languages Act, French Language Services Act etc.</li> <li>Based on the weighted assessment of the three service dimensions, Court Services is operating behind the targeted service level. The department is meeting the operational requirements effectively; however process efficiency can be enhanced. The department has been able to deliver the same, if not more, services despite declining revenues.</li> <li>One of the three Court Service representatives are not bilingual potentially affecting customer service and delaying court services. Court services is currently short staffed leading to strain on the existing staff complement.</li> <li>Customer service is responsive with replies to emails and phones within one day. However, lack of a designated front-desk staff has led to duties and responsibilities being completed in a tardy manner.</li> <li>Technology is not fully utilized for key tasks that could result in time and cost savings.</li> <li>With the decline in the issuance of tickets, the role of the collections officer has been significantly impacted.</li> </ul>



# Court Services

Service Dimension	Key Performance Indicator	Current Level	Target Level	Service Level Assessment	Notes
<b>Operational Efficiency and Effectiveness</b>	Setting Early Resolutions (ER's)	6 – 8 weeks	2 weeks	At target	Tickets that request a court date can sit for 1-2 weeks before setting to “y” in ICON then setting for ER
	1-Setting Guilty Plea Dates 2-Tickets filed by agencies to be keyed into CAMS system 3- Notices for First Appearance Dates	Within 1 week	Within 1 week		Priority task – on target Agencies file tickets with the court, they need to be validated, scanned and keyed into the CAMS System. Ticket quantities fluctuate.
	1-Completing Payment Reports 2-Pulling paid tickets 3-Processing and pulling information for online payments 4- Updating Court dockets in CAMS and ICON	Daily	Daily		Priority task – on target
	1-Filing of information and tickets 2-Rejection Reports 3- Updating Fail to Respond Dockets 4- Work basket	4 weeks	Within a week		Information is keyed into CAMS then uploaded to ICON. If rejected, it needs to be manually keyed to ICON and fixed in CAMS. Time consuming and delays other activities when filing falls behind. Dockets are time consuming to update and need to be completed in small quantities to not overwhelm the system. Backlog due to COVID. Various tasks, should be a priority for reception.

# Court Services

Service Dimension	Key Performance Indicator	Current Level	Target Level	Service Level Assessment	Notes
<b>Customer Service</b>	Reply to email and phone messages.	1 day	1 day	Behind Target	Priority task – on target
	Processing requests for Certified Copies	2-4 months	2 weeks		Certified Copies from TTA are low priority and take time
	Bilingual Services	75%	100%		Not all staff are bilingual
<b>Sustainability</b>	Audio Court for Early Resolutions, Guilty Pleas, Withdrawals, Electronic Notices	100%	100%	At target	
	Technology is used for key tasks (e.g. electronic copies to prosecutor versus paper photocopies of tickets)	Paper based	Digital	Behind Target	Time consuming to set ER's, would be more efficient to be automated, and less chance of error
	Online Platform: Digital forms, access to information, external links, online payment options	80%	80%		
<b>Overall Assessment for Court Services - Behind Target</b> – Based on the weighted assessment of the three service dimensions, Court Services is operating behind the targeted service level.					



# Opportunities



# Methodology

KPMG’s experience has shown that most jurisdictions are pursuing the transformation of their public services using traditional approaches such as rapid cost reduction or across the board cuts. We believe that there is an opportunity for municipalities to look beyond doing a little bit less with slightly fewer staff. Instead, municipalities should look at their need to reduce spending as an opportunity to capitalize on new technologies, governance models and financing mechanisms that can help re-shape government. KPMG, in partnership with the University of Toronto, developed a framework (shown adjacent) that captures new public sector delivery models. The framework was developed based on the key insights from leading practices reports and consultations with industry leaders throughout the globe.

The Project Team used this framework to analyze possible opportunities for change in SDG’s service delivery model for Court and Financial services. Each of the opportunities were categorized according to the framework so that the Project Team could fully understand the changes being proposed for the County’s service delivery.

Few students of public administration believe that the footprint of government, how government is organized or its relationship with the public will look the same ten years from now as it does today. Governments are having change forced upon them by fiscal challenges on the one hand and technological and social evolutions on the other. These new public service delivery models will help local governments manage this change and ensure that they are not only effective and efficient, but also sustainable into the future.



# Methodology

## The development of opportunities and their subsequent prioritization involved the following major work steps:

### 1. Service Profiles

The first major step in developing the list of opportunities was the development of service profiles for SDG for Court and Financial services. The basic elements of a service profile includes a description of the service and sub-service, a comparative analysis, a service level justification and a financial overview. The many different services of the Municipality were categorized using KPMG's Municipal Reference Model.

For the past ten years, KPMG has been actively involved in the profiling of all citizen-facing and internal services using the Municipal Reference Model for Canadian municipalities. The Municipal Reference Model describes the business of local government from the outside-in, in terms of the programs and services that municipalities provide and how these contribute to achieving defined policy outcomes. This can be contrasted with an inside-out view, which focuses on how local governments are organized and the activities that they undertake. Focusing on outcomes, and how governments are achieving those outcomes through their programs and services, supports the fundamental question of whether they are *delivering the right services, for the right reasons and in the right way*.

During our review, we captured the nature of the department's work and its position within the municipal reference model. Data necessary for the completion of the service profiles was discussed and collected. This included the following:

- Budget information, including a breakdown of cost streams
- Definitive service descriptions
- Key Performance Indicators (KPI's) and rationale on service level assessments and types
- Data on the number of staff delivering the service in "Full Time Equivalents" (FTEs)

Based upon this collected data, the Court and Financial service departments were analyzed by the following elements described on the next page:

# Methodology

## 1. Service Profiles (Continued)

### a. Service Level

Each service was analyzed to determine its service level. Service was determined to be above target, at target, or below target. Service level targets are defined primarily through KPI's as well as a variety of legislation, industry standards, business case analysis justifications, service levels in other municipalities or reasonable expectations.

### b. Service Type

Service Reviews typically involve an assessment of a collection of services defined under the Municipal Reference Model to understand to what degree they are core. KPMG, with validation by our municipal clients, has developed a customized continuum for assessing core versus discretionary services. Along the continuum, there are four descriptive categories, which, when applied to a service formed the “Core Ranking” for that service. The “core continuum” categories are Mandatory, Essential, Traditional, and Discretionary.

### c. Service Level Source

Finally, to understand and justify the service level analysis, KPMG identified the origin of a service level standard and the role that the SDG plays in delivering a service or sub-service. In each service profile, KPMG reviewed the degree to which the standard was prescribed by legislation or set by the Council, management, or funding agreement. KPMG also reviewed the appropriateness of the standard with respect to industry benchmarks or traditional practice, in cases where information was available.

## 2. Opportunity Identification

The second step in the Service Review was the identification of potential opportunities to improve operations through the following:

### a. Types of Opportunities

- Elimination or transfer services, or increased cost recovery
- Re-engineered services to increase efficiency and effectiveness
- Alternative service delivery approaches
- Changed service levels

### b. Opportunities Ranking

Through stakeholder feedback and documentation review, KPMG identified opportunities for improved efficiency and effectiveness in the delivery of County services. The opportunities were then assigned an improvement type. Five different improvement types were used and opportunities could be assigned multiple improvement types. The improvement types were:

- Modernizing bureaucratic processes
- Reassignment of roles between levels of government
- Digitization
- Devolution
- Alternative financing and procurement.

# Methodology

## b. Opportunities Ranking (Continued)

Opportunities were evaluated using the criteria below and then grouped into categories of: Top 10 Opportunities, Underway Opportunities, County Building Opportunities, Follow-up Required and No Action. The following pages present the opportunities by group, our analysis summary, and the type of improvement based upon the New Public Sector Delivery Model.

Assessment Criteria	Description
Operating \$ Impact	Estimated impact on operating budget.
Capital \$ Impact	Estimated impact on capital requirements.
Barriers To Implementation	Barriers, issues or obstacles to implementing the opportunity: <ul style="list-style-type: none"> <li>• Political</li> <li>• Legal</li> <li>• Labour and Contractual Obligations</li> <li>• Capital Costs</li> </ul>
Recent Reviews	Recent reviews or studies conducted that provide insights on the opportunity.
Comparator Analysis	An assessment of service performance against comparable competitors, industry standards or leading practices.
Strategic Program Alignment	The opportunity aligns with the objectives and values of the County, the service, the Official Plan and/or Council priorities.
Client/Customer Impact	The impact of the opportunity on the number of clients, customers and/or people and the extent of the impact.



Ref No.	Opportunity	Rationale	Improvement Type	Estimated Impact*
1	Centralize all tasks related to accounts receivable (A/R) (e.g. invoicing, collections, follow-up etc.) within the Finance department.	The process for collection of A/R is decentralized among County staff. There is a disconnect as the Finance department does not always know when the invoice was issued to the vendor and if and when follow up occurred. This leads to process inefficiencies and delays in collections. This also leads to inconsistency in the charging of interest on overdue payments.	Modernizing Bureaucracy	\$0
2	Implement online timesheet software for all applicable departments.	Timesheets processing for some department is manual, cumbersome and could be automated through technology which has already been purchased but not implemented.	Digitisation	Additional costs of \$5,000 / year
3	Utilize the necessary HRIS software functionalities to manage employee requests and HR process flows such as WSIB claim tracking, contract term renewals, performance reviews etc. HRIS software also increases employee access to information resulting in fewer requests to be handled by HR.	The process for managing HR-related employee concerns is manual in nature and relies exclusively on e-mail.	Digitisation	\$0
4	The County is developing an Asset Management Plan. There is opportunity to further refine the plan to streamline ownership and maintain the plan going forward. The County should consider recruiting a contractual position or consultant for future support.	We understand there are insufficient resources and capacity within the Finance department to complete the ongoing and future phases of the plan which is mandated by the Province of Ontario under O. Reg. 588/17.	Alternative Financing & Procurement	Additional costs of \$15,000 to \$100,000
5	Confirm key metrics and KPIs for both departments and begin to track and report them on a quarterly basis to Senior Management to evaluate performance.	Performance metrics are not clearly established in both departments and communicated to leadership and Council.	Modernizing Bureaucracy	\$0

\* Estimated impacts are preliminary assessments of the potential impact to the organization. Further study and analysis is needed.

Ref No.	Opportunity	Rationale	Improvement Type	Estimated Impact*
6	Eliminate reports and action requests to Council requesting permission to proceed on purchases or contract awards that were previously approved in the annual budget. A summary of contract awards can be provided to Council on a quarterly basis or as per the procurement by-law.	These reports require significant effort and resources to compile. Reducing these requirements will improve the efficiency within all department's.	Modernizing Bureaucracy	\$0
7	<p>The Court Services staffing structure should be evaluated. Specifically:</p> <ul style="list-style-type: none"> <li>➤ Requirement for a full time Collections Officers position.</li> <li>➤ Recruitment of a full-time receptionist.</li> <li>➤ Recruitment of an additional Court Service Representative (CSR)</li> </ul>	<p>The volume of tickets has declined significantly in the past decade. As a result, Collections activities should be reviewed to improve the cost economy of court services.</p> <p>We understand that there is significant demand for customer service at reception. This job is currently shared between three CSR positions leading to a lack of accountability and ownership for reception duties and customer service. The CSR's are already operating at full capacity and filling reception duties takes time away from their own required tasks.</p> <p>SDG County's POA court is designated as bilingual through the federal Official Languages Act and the provincial French Language Services Act. The full time reception position should be bilingual – not all the CSR staff are bilingual.</p> <p>We understand that the current staffing complement needs to be enhanced/reconfigured to meet the growing demand of Court Services. With the introduction of Zoom meetings and online Court, there is a need for at least two CSR to be available inside the Court room. This will allow for business continuity with sufficient backup as Court Services are required all year round. This will also allow employees to take scheduled vacations and avoid employee burnout.</p>	Devolution, Modernizing Bureaucracy	<p>Cost savings of \$57,000 - \$65,000/year</p> <p>Additional costs of \$44,000 - \$50,000/year</p> <p>Additional costs of \$49,000 - \$57,000/year</p> <p>Average estimated operating impact would be \$39,000 - \$50,000 (does not include benefit costs that add up to 29%)</p>

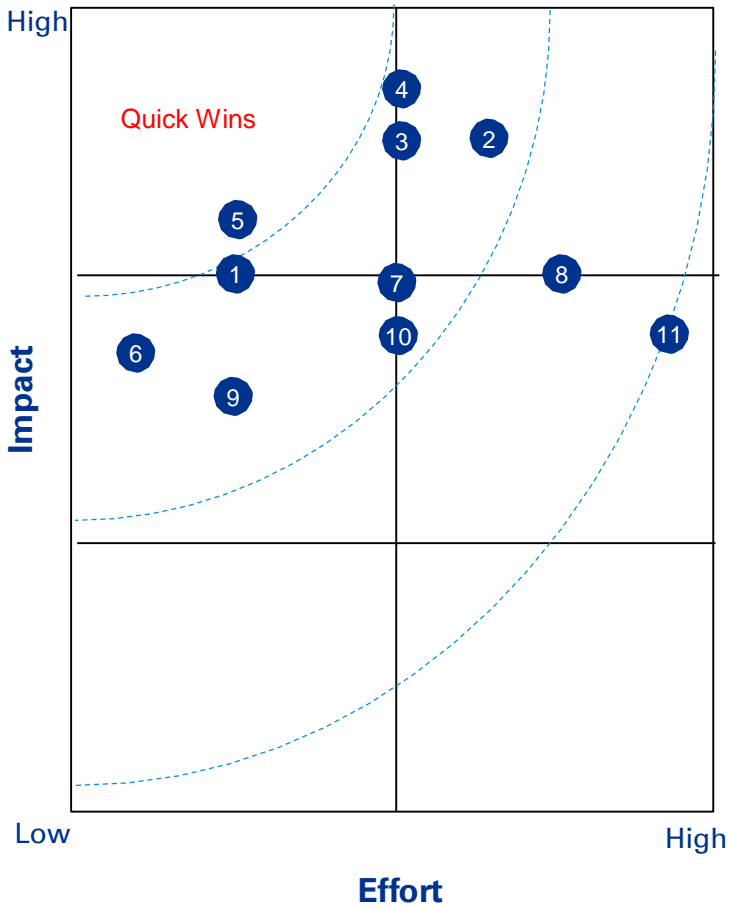
\* Estimated impacts are preliminary assessments of the potential impact to the organization. Further study and analysis is needed.

Ref No.	Opportunity	Rationale	Improvement Type	Estimated Impact*
8	Consider implementing scheduling software for Court Services	We understand that currently all scheduling is handled manually which is time consuming and to avoid duplication and over scheduling, there is a constant need for coordination amongst staff.	Digitisation	\$6,000 - \$10,000
9	Define and/or reemphasize roles and responsibilities of the Court Service Representative's (CSR's)	We understand that the workload of CSR's is not always equally distributed leading to some positions bearing more responsibility than others. Defining roles and responsibilities creates accountability and ownership of tasks.	Modernizing Bureaucracy	\$0
10	Technology should be used for all key tasks. Training and change management will be essential to encourage user acceptance	We understand that there are multiple processes that are currently manual and rely on paper that could be digitized saving time and cost for SDG. For example, there is an opportunity to eliminate need to photocopy tickets with Early Resolution's when dates are set. There is another opportunity to implement a scheduling software for Court Services.	Digitisation	\$0
11	Explore the option to extend the deadline to submit payroll to the bank	The time between the timesheet submission deadline and the deadline to submit payroll to the bank is short. This timeline leads to unnecessary overtime and causes stress for the Administrative Assistant, Payroll.	Modernizing Bureaucracy	\$0

\* Estimated impacts are preliminary assessments of the potential impact to the organization. Further study and analysis is needed.

# Opportunities on the Priority Matrix

Suggested opportunities have been mapped for **impact vs effort** to help prioritize activities.



## Opportunities

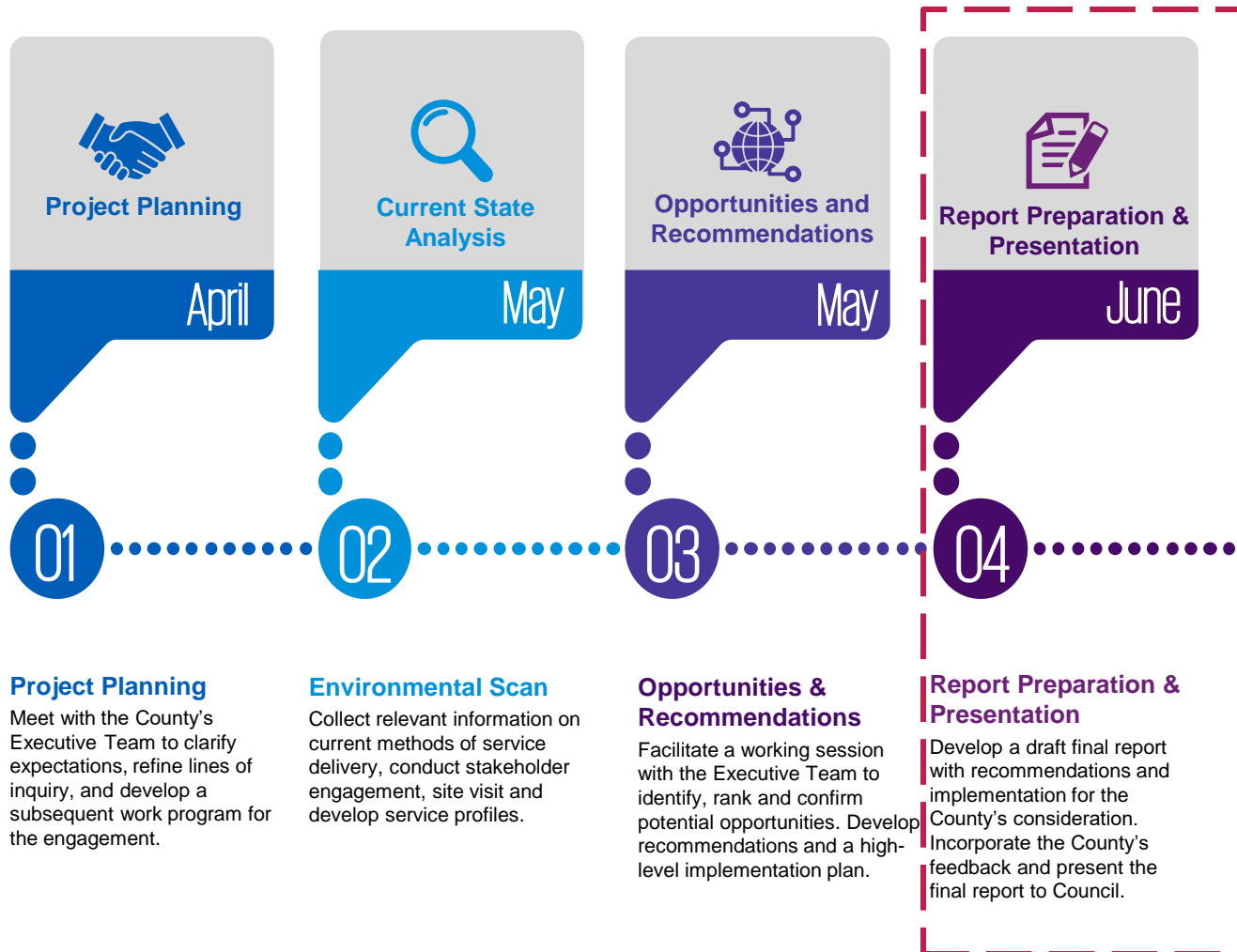
- 1 Centralize all tasks related to accounts receivable (A/R)
- 2 Implement online timesheet software for all applicable departments
- 3 Utilize HRIS software functionalities
- 4 Contractual position or outsourcing for the development of the County's Asset Management Plan
- 5 Confirm, track and report key metrics and KPIs to Senior Management for performance evaluation
- 6 Eliminate reports and action requests to Council requesting permission to proceed on purchases or contract awards that were previously approved in the annual budget.
- 7 Evaluation of Court Services staffing structure
- 8 Consider implementing scheduling software for Court Services
- 9 Define and/or reemphasize roles and responsibilities of County CSR's
- 10 Technology should be used for all key tasks
- 11 Extend the deadline to submit payroll to the bank

Impact rating is based on the opportunity scores using the following scale:

- 4.15 – 4.3: Highest
- 3.75 – 4.15: Middle point
- 3.35 – 3.75: Lower

Effort is based on required time to completion, resources required and complexity.

# Next Steps





[kpmg.ca](https://kpmg.ca)



The information contained herein is of a general nature and is not intended to address the circumstances of any particular individual or entity. Although we endeavour to provide accurate and timely information, there can be no guarantee that such information is accurate as of the date it is received or that it will continue to be accurate in the future. No one should act on such information without appropriate professional advice after a thorough examination of the particular situation.

© 2021 KPMG LLP, an Ontario limited liability partnership and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee. All rights reserved.

The KPMG name and logo are registered trademarks or trademarks of KPMG International.



**UNITED COUNTIES OF  
STORMONT, DUNDAS & GLENGARRY**

**ACTION REQUEST – FS**

<b>To:</b>	Warden and Members of Council
<b>Date of Meeting:</b>	June 21, 2021
<b>Subject:</b>	2021 Excluded Expenses

**RECOMMENDATION:**

THAT the Council of the United Counties of Stormont, Dundas and Glengarry approve the 2021 Excluded Expenses Report as required under Ontario Regulation 284/09.

**EXECUTIVE SUMMARY:**

Ontario Regulation 284/09 permits a municipality to exclude three specific expenses from their annual budget. If excluded, the municipality must prepare a report on the impact of the excluded expenses and adopt the report by resolution. The three expenses that may be excluded from the budget are: amortization (depreciation), post-employment benefits, and solid waste closure/post closure expenses. SDG County is impacted by amortization and post-employment benefits, but solid waste sites are not applicable.

**BACKGROUND:**

Since 2009, Section 3150 of the Public Sector Accounting Board Handbook (PSAB) has required municipalities to record in their annual financial statements the cost of tangible capital assets and the related amortization expenses. However, these accounting standards do not require that budgets be prepared on the same basis. Property tax rates are determined on a cash basis without costs for non-cash transactions such as amortization, therefore most municipalities continue to prepare budgets on a cash basis.

**OPTIONS AND DISCUSSION:**

1. Do not approve the 2021 Excluded Expenses Report. This option would result in the County not being compliant with legislated requirements. Without an Excluded Expenses Report, the approved budget would require an amendment to include these costs. **Not Recommended.**
2. Approve the 2021 Excluded Expenses Report. Approving this report is necessary to be compliant with legislation and would result in the transactions being included in the County's audited financial statements. **This option is Recommended.**

**FINANCIAL ANALYSIS:**

The Excluded Expenses Report has no direct financial impact since it simply provides information on non-cash transactions. The County’s budget is cash based and non-cash transactions, such as amortization, are not included. The Excluded Expenses Report is a reconciliation between the two reporting methods and this information will be included in the County’s 2021 audited financial statements.

As detailed in the attached report, in 2021 the County has budgeted to acquire capital assets of \$24,829,010 and capital assets will depreciate by \$10,514,248; resulting in a net increase to the total value of the County’s capital assets. This indicates that overall, the County is proactively replacing its capital assets and not in a position where assets are deteriorating faster than they are being replaced.

**LOCAL MUNICIPAL IMPACT:**

The Excluded Expenses Report relates to the County only and does not impact any local municipality.

**RELEVANCE TO STRATEGIC PRIORITIES:**

Not Applicable

**OTHERS CONSULTED:**

Not Applicable

**ATTACHMENTS:**

2021 Excluded Expenses Report

**RECOMMENDED BY:**



**Rebecca Russell  
Director of Finance**

**REVIEWED & APPROVED BY:**



**T.J. Simpson, CAO**



**United Counties of Stormont, Dundas and Glengarry  
2021 Excluded Expenses Report  
Ontario Regulation 284/09**

2021 Budgeted Surplus (Deficit)

County General Surplus Used	\$	-
Library Board Surplus Used		(50,000)
Police Board Surplus Used		(31,867)
Reserves Used		<u>(7,734,527)</u>
Total Year's Deficit Before Exclusions	\$	<u>(7,816,394)</u>

Excluded Expenses

Acquisition of Capital Assets	\$	24,829,010
Disposal of Capital Assets		-
Principal Portion of Long Term Debt		4,900
Proceeds of Long Term Debt		7,640
Amortization Expenses		<u>(10,514,248)</u>
Increase (Decrease) in Year's Surplus	\$	6,510,908
Accumulated Surplus Opening		<u>147,296,190</u>
Accumulated Surplus Ending	\$	<u><u>153,807,098</u></u>

Notes:

Accumulated Surplus is Made Up Of:

Library Board Surplus	157,366
Police Board Surplus	146,440
Investment in Capital Assets	132,499,971
Reserves	21,026,708
Post-employment Benefits	<u>(23,387)</u>
	<u>\$ 153,807,098</u>

Acquisition of Capital Assets is Made Up Of:

Library Collections & Shelving	\$	228,010
Bridges		4,070,000
Road Reconstruction		19,419,000
Road Equipment/Housing		957,000
IT Equipment		15,000
Forestry		80,000
Administration Building		<u>60,000</u>
	\$	<u><u>24,829,010</u></u>

Amortization Expense is Made Up Of:

Library Services	\$	146,000
Corporate Services		81,148
IT Services		42,500
Transportation & Planning Services		<u>10,244,600</u>
	\$	<u><u>10,514,248</u></u>



**UNITED COUNTIES OF  
STORMONT, DUNDAS & GLENGARRY**

<b>ACTION REQUEST – TS</b>	
<b>To:</b>	Warden and Members of Council
<b>Date of Meeting:</b>	June 21, 2021
<b>Subject:</b>	Micro Surfacing - Change Order

**RECOMMENDATION:**

THAT the Council of the United Counties of Stormont, Dundas and Glengarry authorize the Director of Transportation Services to approve a change order valued at \$72,171.60 plus HST to extend the microsurfacing on SDG 31 an additional 2.1 km north to County Road 7.

**EXECUTIVE SUMMARY:**

Staff are proposing to use unallocated microsurfacing funds to extend the microsurfacing on SDG 31 from north of Williamsburg to County Road 7 (2100m extra).

**BACKGROUND:**

During the April meeting, there were several questions raised regarding the modified areas on County Road 31 which were part of the revised tender. Staff provided some additional information in May regarding these changes and received Council direction to remove “Martintown Site” from the microsurfacing contract.

With the unallocated budget and the additional financial capacity, staff requested a contemplated change order from the contractor to provide Council with the option to consider extending the work on SDG 31 northerly. Given the County’s current strong financial position, staff are recommending award of this additional work (see financial analysis). The unit rates provided for the additional work matched the tendered unit rates for the adjacent road section.

**OPTIONS AND DISCUSSION:**

1. **Approve the Change Order (Recommended).** As noted in in the *Financial Analysis*, the County has the capacity to complete some additional work within this tender.
  
2. **Do Not Approve the Change Order.** Council may determine that it prefers to not complete this extra work and end 2021 with additional funds.

**FINANCIAL ANALYSIS:**

As reported when the tender was awarded in April, SDG's portion of the contract was valued at \$433,088 plus HST. The 2021 microsurfacing budget was \$450,000, meaning that SDG was approximately \$17,000 under budget (excluding HST and contract Administration costs). The removal of the Martintown site from the microsurfacing tender resulted in an additional \$52,000 in savings within the contract.

With the extra work contemplated within the proposed change order, the total microsurfacing costs are forecast at \$454,000 plus HST. The year-end expenditures will therefore be marginally over the approved budget however can easily be accommodated within the extra gas-tax funds SDG is receiving this year.

**LOCAL MUNICIPAL IMPACT:**

None.

**RELEVANCE TO STRATEGIC PRIORITIES:**

Investments in infrastructure (both capital and maintenance) align with Council's strategic priority of providing **Community Sustainability – A Place Where You Want to Be**. Well managed infrastructure assets are the cornerstone of sustainability of our region

**OTHERS CONSULTED:**

N/A

**ATTACHMENTS:**

None.

**RECOMMENDED BY:**



---

**Benjamin de Haan, P. Eng**  
County Engineer

**REVIEWED & APPROVED BY:**



---

**T.J. Simpson, CAO**



**UNITED COUNTIES OF  
STORMONT, DUNDAS & GLENGARRY**

<b>ACTION REQUEST – TS</b>	
<b>To:</b>	Warden and Members of Council
<b>Date of Meeting:</b>	June 21, 2021
<b>Subject:</b>	Moriarty Municipal Drain Box Culvert Replacement

**RECOMMENDATION:**

THAT the Council of the United Counties of Stormont, Dundas and Glengarry award the replacement of the Moriarty Municipal Drain Crossing to W.H. MacSweyn Inc. for a total tendered price of \$176,900.00 plus HST and authorize the Director of Transportation Services to sign all documents to give effect to the contract.

**EXECUTIVE SUMMARY:**

The tender is for the removal and replacement of the Moriarty Municipal Drain on County Road 43. The precast concrete structure has been pre-purchased from Anchor Concrete Products Limited.

**BACKGROUND:**

The proposed work intends to replace the existing deficient structure located on County Road 43 just east of County Road 11 (North Stormont) with pre-manufactured concrete structure of similar hydraulic capacity. The work itself consists of the following:

- Close the road to all traffic
- Dam up the watercourse (if necessary)
- Remove and dispose the existing structure
- Install the new County-supplied structure
- Reinstate the roadway and re-open the road

The design work was completed in-house and County Council has already awarded the structure manufacture to Anchor Concrete Products Ltd.

**OPTIONS AND DISCUSSION:**

1. **Approve the Tender (recommended).** As noted in the *Financial Analysis*, the cost to complete the work will be under budget. This option is recommended.
2. **Do not approve the tenders.** Not recommended.

**FINANCIAL ANALYSIS:**

A summary of the bids received is as follows (excluding H.S.T.):

**Table 1: Bid Summary**

<b>Company</b>	<b>Tendered Price</b>
W.H. MacSweyn Inc.	\$176,900.00
Coco Paving Inc.	\$184,927.50
Clarence McDonald Excavation Ltd	\$223,530.00
David Brown Construction Ltd	\$227,301.50
Louis W. Bray Construction Limited	\$232,100.00
Fidelity Engineering & Construction Inc	\$ 324,745.22

A detailed review of the bid summary confirmed that the unit rates, as tendered, appeared regular and balanced. Although the County has no history of working with W.H. MacSweyn Inc., a reference check confirmed that there were no concerns with awarding the work to this company.

The overall project budget is provided in Table 2:

**Table 2: Project Budget – Three Culvert Replacement**

<b>Description</b>	<b>Cost</b>
Precast Box Culvert	\$54,000
Construction	\$180,000
Contract Administration/ Geotech/ Contingency	\$50,000
<b>Total Committed</b>	<b>\$ 284,000</b>

The County had budgeted \$385,000; therefore the work will be completed within budget.

**LOCAL MUNICIPAL IMPACT:**

Staff have reviewed the work with North Stormont and will be using local roads to provide a reasonable detour around the site (during the road closure). SDG Communication staff will be working with North Stormont to ensure the closure/detour is well communicated. The contract anticipates a 1-week closure only. Permitting a road closure is advantageous because it allows the contractor to price and complete their work in a cost-effective manner

**RELEVANCE TO STRATEGIC PRIORITIES:**

Investments in infrastructure (both capital and maintenance) align with Council’s strategic priority of providing **Community Sustainability – A Place Where You Want to Be**. Well managed infrastructure assets are the cornerstone of sustainability of our region.

**OTHERS CONSULTED:**

- North Stormont
- South Nation Conservation

**ATTACHMENTS:**

N/A

**RECOMMENDED BY:**



**Benjamin de Haan, P. Eng  
County Engineer**

**REVIEWED & APPROVED BY:**



**T.J. Simpson, CAO**



**UNITED COUNTIES OF  
STORMONT, DUNDAS & GLENGARRY**

<b>ACTION REQUEST – TS</b>	
<b>To:</b>	Warden and Members of Council
<b>Date of Meeting:</b>	June 21, 2021
<b>Subject:</b>	Warden's House Repairs

**RECOMMENDATION(S):**

THAT the Council of the United Counties of Stormont, Dundas and Glengarry authorize staff to prepare a variety of quotations to complete the repairs to the Warden’s House;

AND THAT the requirements of policy 1-12 be waived for any quotation awarded that is in excess of \$50,000 in total value;

AND THAT the global budget for the repairs to the Warden’s House be set at a maximum of \$200,000 inclusive of all costs;

AND THAT any unfunded costs that cannot be attributed to COVID relief funding or COVID grants be taken from the building reserve;

AND THAT staff provide monthly updates on the progress and committed costs.

**EXECUTIVE SUMMARY:**

Staff are seeking Council’s authorization to proceed with the repairs to the Warden’s House through competitive quotations rather than a formal tender. Council’s approval is necessary in the event that a quotation value exceeds \$50,000.

**BACKGROUND:**

Further to Council’s previous discussions on this topic, staff are seeking authorization to proceed with organizing the repairs to the Warden’s House. The work itself includes some joist reinforcement in the basement, load bearing wall replacement and the removal of the holding cell and half-wall reception space on the main floor. This work is intended to improve the functionality of this entire workspace and will create 3 new workspaces (plus improve the 3 existing workspaces). The ultimate goal is to move a department or work unit(s) into this area, which will relieve the physical constraints staff face within the existing Administration building.

The following is a summary of the constraints faced by each Department within the existing building:

**Corporate Services**

- Manager of Economic Development does not have a permanent office (currently being housed accommodated in former law library office)
- No space for students

**Court and Financial Services**

- Staff are spread out over several floors
- Functions as the main reception for the entire building
- Ministry of the Attorney General (MAG) spacing requirements remain uncertain for when court reopens to the public
- No waiting area – patrons need to use the common hallway as a reception/waiting room

**Planning Services**

- There is no reception area - a personal workspace being used when administration staff meet with the public
- No office for the Director of Planning (shared workspace)
- Planning summer student workstation is located in the print room, which is shared with another student and the main photocopier.

**Transportation Services**

- Two Transportation staff no longer have workstations (offices/workstations are being used by IT staff)
- Transportation Administration student workstation is located in the print room, which is shared with another student and the main photocopier.
- No workstation for inspection students (with acceptable physical distancing)
- No workstation for GIS student (with acceptable physical distancing)

**Library Services**

- Lack of suitable storage space for supplies
- Hallway is used to store in-transit books
- No workspaces for students

**IT Services**

- No dedicated area within the building - existing staff relocated to other Departments areas (IT Director near Corporate Services, Tech support staff are located in former Transportation and Financial Service areas)
- One additional support position approved by Council – no suitable workspace within the building
- County servers are located in basement in back corner of building (IT storage area) - ideally the servers should be relocated to a more secure and less vulnerable area

This project had been previously tendered as a complete project; however, with the busy construction environment and lack of interested general contractors, it



was identified that the preferred approach to complete this work was to break the project into specific subtrades (e.g. electrical, structural, finishes etc.).

#### **OPTIONS AND DISCUSSION:**

- 1. Authorize staff to proceed (Recommended).** With Council's support, staff are prepared to split up the project and solicit prices from various trades in order to complete the work. Staff have further identified a maximum upset limit within the Council resolution to assurances on the total upset cost. The work is intended to improve the overall functionality of this existing office space.
- 2. Do not authorize staff to proceed (Not recommended).** If Council does not wish to proceed with the repairs, staff will abandon this project and the CAO/Directors will make office arrangement decisions based on the existing available workspaces within the structure.

#### **FINANCIAL ANALYSIS:**

The County is expecting that we will be successful within the Canada Infrastructure Program (ICIP) COVID-19 Resilience Infrastructure funding program, which will offset the majority of the costs associated with this project. Staff additionally expect that some, if not all, of the 'unfunded' portions of this repair will qualify for other COVID-19 relief funding that the County has previously received.

Any unfunded repairs that cannot be attributed to COVID relief money can be accommodated within the existing building reserve (estimated 2021 year-end balance is \$561,000)

#### **LOCAL MUNICIPAL IMPACT:**

N/A

#### **RELEVANCE TO STRATEGIC PRIORITIES:**

Investments the County's building assets align with Council's strategic priority of providing ***Community Sustainability – A Place Where You Want to Be*** as well managed assets are the cornerstone of sustainability.

**OTHERS CONSULTED:**

- CAO and all County Directors

**ATTACHMENTS:**

N/A

**RECOMMENDED BY:**



**Benjamin de Haan, P. Eng**  
County Engineer

**REVIEWED & APPROVED BY:**



**T.J. Simpson, CAO**



**UNITED COUNTIES OF  
STORMONT, DUNDAS & GLENGARRY**

**ACTION REQUEST – FS**

<b>To:</b>	Warden and Members of Council
<b>Date of Meeting:</b>	June 21, 2021
<b>Subject:</b>	Renewal of Corporate Insurance Policy

**RECOMMENDATION:**

THAT By-law No. 5298, being a By-law to authorize the acceptance of the Municipal Insurance Program proposal submitted by Marsh for the period July 1, 2021 to June 30, 2022, at a total premium of \$182,227, plus applicable taxes, be read and passed in Open Council, signed and sealed.

**EXECUTIVE SUMMARY:**

Marsh has provided the attached proposal for the municipal insurance renewal to June 30<sup>th</sup>, 2022. The total annual premium of \$182,227 represents an increase of \$23,762, or 15% from the 2020-2021 policy.

**BACKGROUND:**

In 2016, the County issued an RFP for general insurance requirements. Marsh, previously known as Jardine Lloyd Thompson (JLT), was the successful bidder and has been the County's insurance carrier since 2011. The current contract will expire June 30<sup>th</sup>, 2021. The Broker is Halpenny Insurance, represented by Carolyn Corkery.

The 15% rise in premiums for the 2021-2022 proposal is largely due to the current hard market conditions and the increased cyber risk. Cyber insurance is included in the current proposal which reduces financial risk in the event of a privacy breach, ransomware attack or cyber-attack.

**OPTIONS AND DISCUSSION:**

- 1. Accept the proposal. Recommended.**
- 2. Do not accept the proposal. Not Recommended**

**FINANCIAL ANALYSIS:**

The renewal premium of \$182,227 plus tax, represents an overall annual increase in general insurance coverage of \$23,762 from the current policy. Since the increase is effective July 1<sup>st</sup>, 2021, the actual increased cost for the six months of 2021 is \$11,881.

**LOCAL MUNICIPAL IMPACT:**

This insurance policy applies to the County only and does not impact any local municipality.

**RELEVANCE TO STRATEGIC PRIORITIES:**

N/A

**OTHERS CONSULTED:**

Chief Administrative Officer  
Director of IT Services  
Manager of Finance  
Carolyn Corkery, Halpenny Insurance Brokers Ltd.

**ATTACHMENTS:**

By-law No. 5298  
Insurance Proposal

**RECOMMENDED BY:**



**Rebecca Russell  
Director of Finance**

**REVIEWED & APPROVED BY:**



**T.J. Simpson, CAO**

**THE CORPORATION OF THE UNITED COUNTIES**  
**OF STORMONT, DUNDAS AND GLENGARRY**

**BY-LAW NO. 5298**

**A BY-LAW** for the purpose of accepting the proposal from Marsh dated June 3, 2021 for Municipal Insurance Requirements for the United Counties of Stormont, Dundas and Glengarry

**WHEREAS** Section 5(3) of the *Municipal Act, 2001, S. O. 2001, Chapter 25*, as amended, provides that the powers of the Corporation of the United Counties of Stormont, Dundas and Glengarry, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise.

**AND WHEREAS** the United Counties of Stormont, Dundas and Glengarry wish to accept the proposed Insurance Program with Marsh.

**NOW THEREFORE THE COUNCIL OF THE UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY ENACTS AS FOLLOWS;**

1. That the proposed Insurance Program from Marsh be accepted for the period of July 1, 2021 to June 30, 2022 as the quoted cost of \$182,227.
2. That this By-law is effective upon the final passing thereof.

**READ** and passed in Open Council, signed and sealed this 21<sup>st</sup> day of June, 2021.

---

ACTING WARDEN

---

CLERK



# **INSURANCE PROPOSAL**

**UNITED COUNTIES OF STORMONT,  
DUNDAS & GLENGARRY**

**JULY 1<sup>ST</sup>, 2021 - 2022**

**Date of Issue:** June 3, 2021

# 1

---

## Important – Please Note The Following

### **Duty of Disclosure**

In addition to providing all basic information necessary to enable us to place the risk, you must ensure that you are complying with your legal duty of disclosure of all material matters relating to the risk. In particular, you must satisfy yourself as to the accuracy and completeness of the information you provide to insurers. In this respect, you must provide all information relating to the risk, whether favourable or not, which would influence the judgement of a prudent insurer in determining whether he will take the risk, and, if so, for what premium and on what terms. If all such information is not disclosed by you, insurers have the right to void the policy from its inception which may lead to claims not being paid.

### **Payment Terms**

Premiums are due and payable on receipt of a Marsh invoice. Payment should be made immediately to avoid any possible cancellation for non-payment of premium.

### **Period of Validity of Quote**

This offer remains open for acceptance by the Insured until the expiry of the current Municipal Insurance program policy (ies).

### **Breach of Warranty or Subjectivity**

If any of the terms and conditions contained in this proposal are identified as a “warranty” or as a subjectivity to binding or continuing cover, you should be aware that if the terms of the warranty as stated are breached or the subjectivity is not met, insurers may have the right to void the applicable coverage and deny any resulting or subsequent losses as a result.

### **Underinsurance**

It is important that all policy limits and amounts insured be reviewed carefully and at least annually to be certain they are adequate to provide full recovery in event of a loss.

### **Underwriting / Binding Authority**

Certain portions of this quotation of cover have been provided by Marsh Canada Limited acting in an underwriting capacity on behalf of the Insurer who, under a binding authority agreement, has given us authority to quote and confirm insuring terms, conditions and premiums. Marsh Canada Limited is not acting as an insurance broker in this instance and is not providing alternative terms or markets for the cover other than as quoted. For covers where Marsh Canada Limited does not act in an underwriting capacity nor has a binding authority agreement with the Insurer, coverage cannot be bound with those Insurers unless a request is made to the

Insurer and confirmation of coverage is subsequently received by Marsh Canada Limited from the Insurer.

### **Material Changes From Expiring Policy**

You should carefully note any items identified in the “Changes from Expiry” section under each coverage as they represent material changes in cover from your previous policy.

### **RISK AND CLAIMS INFORMATION**

This proposal has been based on the risk and claims information provided and/or verified by you to Marsh Canada Limited. If any of this information is not correct or has changed in the interim, you must advise us immediately as the terms quoted may therefore be invalid and cover cannot be bound as quoted.

### **TAXES PAYABLE BY INSUREDS**

The following taxes as prescribed by federal and/or local laws and regulations will apply to all or certain portions of the premiums quoted and will be charged by Marsh Canada Limited in addition to the premiums quoted:

Provincial Sales Tax



## 2

## Summary of Coverage, Limits and Deductibles

<b>Name of Insured:</b>	United Counties of Stormont, Dundas & Glengarry
<b>Policy Period:</b>	July 1, 2021 to July 1, 2022 12:01 a.m. local time at the mailing address of the Named Insured

**Canadian Councils Liability**

<b>Limits of Liability:</b>	\$ 5,000,000	General Liability (including Sudden And Accidental Pollution); any one Occurrence and in the Annual Aggregate for Products and Completed Operations during the Policy Period
<b>Sub-Limits of Liability:</b>	\$ 5,000,000	Employers' Liability; any one Claim
	\$ 5,000,000	Tenant Legal Liability; any one Occurrence
	\$ 5,000,000	Employee Benefit Liability; any one Claim
	\$ 5,000,000	Incidental Medical Malpractice; any one Claim Retroactive Date: 11/15/1993
	\$ 50,000	Voluntary Medical Payments; any one Claim and in the Annual Aggregate during the Policy Period
	\$ 2,000,000	Forest Fire Fighting Expense; any one Occurrence and in the Annual Aggregate during the Policy Period
	\$ 50,000	Voluntary Payment for Property Damage; any one Occurrence and in the Annual Aggregate during the Policy Period
	\$ 250,000	Incidental Garage Operations; any one Occurrence and in the Annual Aggregate during the Policy Period
	\$ 100,000	Municipal Marina Legal Liability; any one Pleasure Craft
	\$ 1,000,000	Municipal Marina Legal Liability; in the Annual Aggregate for Legal Liability for Property Damage during the Policy Period
	\$ 500,000	Wrongful Dismissal (Legal Expense); any one Claim and in the Annual Aggregate during the Policy Period
	\$ 100,000	Conflict of Interest Reimbursement Expenses; any one Claim
	\$ 100,000	Legal Expense Reimbursement Expenses; any one Claim and
	\$ 500,000	Legal Expense Reimbursement Expenses; in the Annual Aggregate during the Policy Period
	\$ 5,000,000	Non-Owned Automobile (including Contractual Liability for Hired Autos); any one Occurrence
	\$ 250,000	Legal Liability for Damage to Hired Autos; any one Occurrence
	\$ 5,000,000	Wrap-up Liability – Difference in Conditions and Difference in Limits; any one Occurrence

<b>Endorsements:</b>	\$	5,000,000	Municipal Errors and Omissions Liability; any one Claim and in the Annual Aggregate during the Policy Period Retroactive Date: Unlimited
	\$	5,000,000	Environmental Impairment Liability; any one Claim and Retroactive Date: Unlimited
	\$	5,000,000	Environmental Impairment Liability; in the Annual Aggregate during the Policy Period Retroactive Date: Unlimited
	\$	250,000	Abuse / Molestation Liability; any one Claim and Retroactive Date: 1/1/2011
	\$	500,000	Abuse / Molestation Liability; in the Annual Aggregate during the Policy Period Retroactive Date: 1/1/2011
	\$		Voluntary Compensation; As per Endorsement No. 4 – Schedule of Benefits
	\$	5,000,000	Police Officer Assault; any one Occurrence
<b>Deductibles:</b>	\$	10,000	Public Entity General Liability; any one Occurrence and in the Annual Aggregate for Products and Completed Operations during the Policy Period any one Occurrence / per Claimant in respect of Sewer Back-up
	\$	10,000	Extensions of Coverage; per Occurrence / per Claimant for all Extensions of Coverage except:
	\$	NIL	Extensions of Coverage; with respect to Non-Owned Automobile Liability, Conflict of Interest and Legal Expense Reimbursement As per Endorsement No. 4 – Schedule of Benefits for Voluntary Compensation
	\$	1,000	Extensions of Coverage; with respect to Legal Liability for Damage to Hired Autos
	\$	10,000	Extensions of Coverage; with respect to Wrongful Dismissal (Legal Expense)
	\$	10,000	Municipal Errors and Omissions Liability; any one Claim
	\$	10,000	Environmental Impairment Liability; any one Claim
	\$	10,000	Abuse / Molestation Liability; any one Claim
\$	10,000	Police Officer Assault; any one Occurrence	

<b>Endorsement:</b>	<p style="text-align: center;"><b>Products-Completed Operations Hazard</b></p> <p>It is hereby understood and agreed that the "Products – Completed Operations Hazard" (as defined) under the Municipal CGL Policy is not considered to constitute or form any part of the following Municipal Services, without limitation, and is therefore not subject to an annual aggregate Limit of Liability</p> <ul style="list-style-type: none"> <li>• Road Maintenance</li> <li>• Snow Removal</li> <li>• Garbage Collection / Waste Disposal</li> <li>• Tree Maintenance</li> <li>• Street Cleaning</li> <li>• Building Inspections</li> <li>• Or any Statutory duty that the Counties has to perform for or on behalf of third parties</li> </ul> <p>EXCEPT AS PROVIDED BY THIS ENDORSEMENT, ALL OTHER TERMS, CONDITIONS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.</p> <p>Excluding Communicable disease in excess of \$1,000,000 (claims made, single aggregate limit, Indemnity &amp; defence costs cover - Retention of \$25k Any one claimant, However, exclusion to apply absolutely in respect of;</p> <p>i. child services or child care, long term care, senior care or care home operations</p> <p>ii. all medical facilities, hospitals, medical centres or clinics whether permanent, semi-permanent or temporary</p> <p>iii. any current or future testing, treatment, vaccination or other centres related to the coronavirus pandemic, SARS, SARS Cov-2 or any variation or subsequent variation thereof</p> <p>iv. homeless shelters</p> <p>v. prisons, jails, detention centres, holding cells, correctional services, juvenile correctional facilities</p> <p>vi. any supply of PPE, medical equipment, ventilators, testing equipment or beds related to or intended for use in i. through to iv. above</p> <p>Cyber Exclusion Excluding all for-profit entities or commercial subsidiaries</p>
<b>Policy Form:</b>	EK2004502      B0901EK2004502000
<b>Insurer(s) and Proportion of Participation(s):</b>	Certain Lloyd's Underwriters (Syndicate 1886) – 100%
<b>Subject To:</b>	Terms will remain as indicated subject to Insurer's review and approval and no claims deterioration as of effective date July 1, 2021
<b>Changes From Expiring Policy:</b>	Communicable Disease Exclusion added Wrongful Dismissal Deductible increased from \$5,000. to \$10,000

**Canadian Councils Umbrella Liability (First Layer)**

<b>Limit of Coverage:</b>	\$ 20,000,000	any one Occurrence in the Annual Aggregate in respect of Products & Completed Operations
	\$ 20,000,000	any one Occurrence in the Annual Aggregate in respect of Municipal Errors and Omissions Liability
	\$ 20,000,000	any one Occurrence in the Annual Aggregate in respect of Employee Benefits Liability
<b>Excess if Underlying Coverage(s) and Limit(s):</b>	\$ 5,000,000	General Liability; any one Occurrence General Liability including Sudden and Accidental Pollution and Police Officer Assault Endorsement and in the Aggregate in respect of Products and Completed Operations during the Policy Period
	\$ 5,000,000	Incidental Medical Malpractice; any one Claim
	\$ 5,000,000	Municipal Errors and Omissions; in the Annual Aggregate
	\$ 5,000,000	Employer's Liability and Tenant's Legal Liability; any one Occurrence
	\$ 5,000,000	Employee Benefits Liability; any one Claim
	\$ 5,000,000	Non-Owned Automobile Liability including Contractual Liability for Hired Automobiles; any one Occurrence
	\$ 5,000,000	Owned Automobile Liability (Aviva Insurance Company of Canada); any one Occurrence
<b>Retained Limit:</b>	\$ Nil	
<b>Endorsements:</b>	Endorsement #1 - SPF No. 7 - Standard Excess Automobile Liability Policy Follow Form Named Insured	
<b>Policy Form:</b>	EK2004498	B0901EK2004498000
<b>Insurer(s) and Proportion of Participations(s):</b>	Certain Lloyd's Underwriters (Syndicate 1886) – 100%	
<b>Subject To:</b>	Terms will remain as indicated subject to Insurer's review and approval and no claims deterioration as of effective date July 1, 2021	

**Canadian Councils Umbrella Liability (Second Layer)**

<b>Limit of Coverage:</b>	\$ 25,000,000	any one Occurrence in the Annual Aggregate in respect of Products & Completed Operations
	\$ 25,000,000	any one Occurrence in the Annual Aggregate in respect of Municipal Errors and Omissions Liability
	\$ 25,000,000	any one Occurrence in the Annual Aggregate in respect of Employee Benefits Liability
<b>Excess if Underlying Coverage(s) and Limit(s):</b>	\$ 25,000,000	General Liability; any one Occurrence General Liability including Sudden and Accidental Pollution and Police Officer Assault Endorsement and in the Aggregate in respect of Products and Completed Operations during the Policy Period
	\$ 25,000,000	Incidental Medical Malpractice; any one Claim
	\$ 25,000,000	Municipal Errors and Omissions; in the Annual Aggregate
	\$ 25,000,000	Employer's Liability and Tenant's Legal Liability; any one Occurrence
	\$ 25,000,000	Employee Benefits Liability; any one Claim
	\$ 25,000,000	Non-Owned Automobile Liability including Contractual Liability for Hired Automobiles; any one Occurrence
	\$ 25,000,000	Owned Automobile Liability (Aviva Insurance Company of Canada); any one Occurrence
<b>Retained Limit:</b>	\$ Nil	
<b>Endorsements:</b>	Endorsement #1 – SPF No. 7 - Standard Excess Automobile Liability Policy Follow Form Named Insured	
<b>Policy Form:</b>	EK2004498	B0901EK2004501000
<b>Insurer(s) and Proportion of Participations(s):</b>	Certain Lloyd's Underwriters (Syndicate 1886) – 100%	
<b>Subject To:</b>	Terms will remain as indicated subject to Insurer's review and approval and no claims deterioration as of effective date July 1, 2021	

**Combined Physical Damage & Machinery Breakdown**

<b>Coverage:</b>	Property Of Every Description – All Risks of Direct Physical Loss or Direct Physical Damage (Subject to Policy Exclusions)
<b>Limits:</b>	\$ 35,500,737 Blanket Limit of Loss on Blanket Property of Every Description including Machinery Breakdown
	\$ 382,500 Computer/Electronic Data Processing (Included in Blanket Limit)
	\$ 1,974,658 Contractors Equipment (Included in Blanket Limit)
<b>Extensions of Coverage:</b>	The Limits shown below are included in the Blanket Limit shown above:
	\$ 500,000 Valuable Papers;
	\$ 500,000 Extra Expense;
	\$ 500,000 Accounts Receivable;
	\$ 500,000 Gross Rentals;
	\$ 500,000 Computer Media;
	\$ 85,000 Fine Arts (Agreed Value);
	The Limits shown below are in addition to the Blanket Limit shown above:
	\$ 1,000,000 Newly Acquired Property;
	\$ 1,000,000 Buildings in the Course of Construction;
	\$ 500,000 Property in Transit;
	\$ 1,000,000 Unnamed Locations;
	\$ 500,000 Expediting Expense;
	\$ 300,000 Business Interruption – Profits; Subject to maximum of \$25,000 per month
	\$ 1,000,000 Contingent Business Interruption;
	\$ 100,000 Fire Extinguishing Materials and Fire Fighting Expense;
	\$ 500,000 Professional Fees;
	\$ 10,000 Master Key;
	\$ 100,000 Land and Water Pollution Clean Up Expense;
	\$ 100,000 Stock Spoilage;
	\$ 100,000 Consequential Damage;
	\$ 1,000,000 Off Premises Service Interruption;
	\$ 100,000 Exhibition Floater;
\$ 500,000 Ammonia Contamination;	
\$ 500,000 Water Escape;	
\$ 500,000 Hazardous Substance;	
\$ 5,000 Property of Councillors’, Board Members’ and Employees’; any one loss (\$25,000 maximum annual policy limit)	

<b>Endorsements:</b>	<p>Automobile Replacement Cost Deficiency Endorsement</p> <p>Heritage Value Replacement Cost if mandated by local Municipal or Provincial Heritage building designations applies to 26 Pitt Street, Cornwall. Heritage Replacement Cost shall include the higher labour and/or material costs associated with the cost of replacing, repairing, constructing or re-constructing designed Heritage Property subject to the Professional Appraisal on file with the Insurer.</p>
<b>Deductible(s):</b>	<p>\$ 10,000 each Occurrence for All Losses except</p> <p>\$ 100,000 each Flood loss, except \$250,000 for property in 100 year flood zone</p> <p>15% of total loss or \$250,000 minimum, whichever is greater, each Earthquake occurrence</p> <p>\$ 50,000 each occurrence Testing and Commissioning 2 Hour Waiting Period Off-Premises Service Interruption</p>
<b>Policy Form:</b>	Municipal Insurance Program - Master Policy (January 1, 2021)
<b>Insurer(s) and Proportion of Participations(s):</b>	<p><b>Physical Damage:</b> Aviva Insurance Company of Canada – 70% Zurich Insurance Company of Canada – 30%</p> <p><b>Machinery Breakdown:</b> Aviva Insurance Company of Canada – 100%</p>
<b>Subject To:</b>	<ol style="list-style-type: none"> <li>1. All cooking facilities with deep-fat frying are ULC wet chemical compliant with semi-annual maintenance contract and/or Class K portable extinguisher.</li> <li>2. Unless specifically agreed, all heritage properties are covered for Replacement Cost only. For Heritage Replacement Cost, a professional appraisal must be provided for approval by the insurer.</li> <li>3. All locations may be subject to Engineering Inspection.</li> <li>4. Terms will remain as indicated subject to no claims deterioration as of July 1, 2021</li> </ol>
<b>Changes from Expiring Policy:</b>	<ol style="list-style-type: none"> <li>1. Flood Loss Deductible increased from \$50,000 to \$100,000</li> <li>2. Earthquake Deductible increased to 15% or \$250,000 minimum due to the High and Significant EQ exposure for the area</li> <li>3. Definition of Occurrence Added</li> <li>4. Territory amended to Canada only and property while in Transit</li> <li>5. Transmission and Distribution Lines situated beyond 1500 meters of Premises Insured Excluded</li> <li>6. Livestock Excluded</li> <li>7. Loss arising from Weapons of Mass Destruction Excluded</li> <li>8. Contagious Disease Exclusion Endorsement</li> <li>9. Cyber Risk/Computer Hacking Exclusion Endorsement</li> <li>10. Interruption by Civil Authority reduced from 8 weeks to 2 weeks</li> <li>11. Ingress and Egress amended</li> </ol>

**Comprehensive Crime**

<b>Limits:</b>	\$ 1,000,000	Employee Dishonesty – Form A
	\$ 200,000	Broad Form Loss of Money (Inside Premises)
	\$ 200,000	Broad Form Loss of Money (Outside Premises)
	\$ 200,000	Money Orders & Counterfeit Paper Currency
	\$ 1,000,000	Depositors Forgery
	\$ 200,000	Professional Fees / Audit Expenses
	\$ 200,000	Computer Fraud or Funds Transfer Fraud
<b>Endorsements:</b>	90 Day Notice of Cancellation	
<b>Deductible(s):</b>	\$ Nil per Loss	
<b>Policy Form:</b>	Master Crime Wording (April 2012)	
<b>Insurer(s) and Proportion of Participations(s):</b>	Aviva Insurance Company of Canada – 100%	
<b>Subject To:</b>	<p>1. Bank Accounts NOT being reconciled by the same person(s) authorized to deposit and withdraw funds.</p> <p>2. All cheque requisitions and issued cheques containing dual signatures. If the above is not part of your internal Financial controls, please provide explanation(s).</p> <p>3. Terms will remain as indicated subject to no claims deterioration as of effective date July 1, 2021</p>	

**Councillors' Accident Coverage – ON DUTY COVERAGE ONLY**

<b>Limits of Coverage:</b>	\$ 100,000	Principal Sum
<b>Included Coverage:</b>	Number of Councillors: Twelve (12) While on Duty Only Coverage	
<b>Policy Form:</b>	Insurers Standard Form	
<b>Insurer(s) and Proportion of Participations(s):</b>	AIG Insurance Company of Canada – 100%	
<b>Subject To:</b>	<p>1. \$2,500,000 Aggregate Limit of Indemnity Per Accident</p> <p>2. Terms will remain as indicated subject to no claims deterioration as of effective date July 1, 2021</p>	



**Automobile Insurance (ON)**

<b>Limits:</b>	\$ 5,000,000 Liability – Bodily Injury / Property Damage; <b>Accident Benefits – Basic Benefits;</b> Limits as stated in Section 4 of the Policy <b>Accident Benefits – Options;</b> None Selected; Limits as stated in Policy <b>Uninsured Automobile;</b> Limits as stated in Section 5 of the Policy <b>Direct Compensation – Property Damage;</b> Limits as stated in Section 6 of the Policy <b>Loss or Damage – All Perils;</b> Limits as stated in Policy
<b>Deductible(s):</b>	\$ 5,000 Direct Compensation – Property Damage; \$ 5,000 Loss or Damage – All Perils
<b>Endorsements:</b>	<b>OPCF 3</b> Drive Government Automobiles Endorsement <b>OPCF 4A</b> Permission to Carry Explosives <b>OPCF 4B</b> Permission to Carry Radioactive Material <b>OPCF 5</b> Permission to Rent or Lease <b>OPCF 20</b> Loss of Use Endorsement - Limit: \$1,000 per occurrence (Applicable only to Private Passenger Vehicles and Light Commercial Vehicles) <b>OPCF 21B</b> Blanket Fleet Endorsement – No Annual Adjustment <b>OPCF 24</b> Freezing of Fire-Fighting Apparatus <b>OPCF 31</b> Non-Owned Equipment <b>OPCF 32</b> Use of Recreational Vehicles by Unlicensed Drivers <b>OPCF 43R</b> Removing Depreciation Deduction – 24 Months New <b>OPCF 44</b> Family Protection Endorsement– Limit \$2,000,000 (Applicable only to Private Passenger Vehicles, Light Commercial Vehicles, Skidoos and All Terrain Vehicles) Notice of Cancellation Ninety (90) Days
<b>Policy Form:</b>	Provincial Statutory Owners Policy
<b>Insurer(s) and Proportion of Participations(s):</b>	Aviva Insurance Company of Canada – 100%
<b>Subject To:</b>	Terms will remain as indicated subject to no claims deterioration as of effective date July 1, 2021

**Employment Practices Liability**

<b>Limits of Coverage:</b>	\$ 250,000	Limit of Liability (including defense costs); Each Insured Event
	\$ 250,000	Annual Aggregate
	\$ 250,000	Fines, Penalties, Punitive, Exemplary, Aggravated and Multiple Damages
<b>Deductible:</b>	\$ 10,000	; Self Insured Retention
<b>Retroactive Date:</b>	July 1, 2018	
<b>Prior Knowledge Date:</b>	July 1, 2018	
<b>Policy Form:</b>	Insurers Standard Form	
<b>Insurer(s) and Proportion of Participations(s):</b>	Certain Lloyd's Underwriters – 100%	
<b>Subject To:</b>	<ol style="list-style-type: none"> <li>1. Minimum retained premium is 20% of Annual Premium</li> <li>2. Subjectivities (Prior to Binding): <ol style="list-style-type: none"> <li>a. What is the Insured doing to help keep employees safe during the ongoing covid-19 pandemic?</li> <li>b. Are there changes being made to help prevent a similar claim in the future? Please explain.</li> </ol> </li> <li>3. Terms will remain as indicated subject to Insurer's review and approval and no claims deterioration as of effective date July 1, 2021</li> </ol>	
<b>Changes From Expiring Policy:</b>	Deductible increased from \$5,000 to \$10,000 Cyber extension added	

**Cyber Liability**

<b>Cyber Incident Response:</b>	\$ 1,000,000	Incident Response Costs per Claim
	\$ 1,000,000	Legal and Regulatory Costs per Claim
	\$ 1,000,000	IT Security and Forensic Costs per Claim
	\$ 1,000,000	Crisis Communication Costs per Claim
	\$ 1,000,000	Privacy Breach Management Costs per Claim
	\$ 1,000,000	Third Party Privacy Breach Management Costs per Claim
	\$ 50,000	Post Breach Remediation Costs per Claim (maximum 10% of all sums CFC has paid as a direct result of the cyber event)
<b>CRIME</b>	\$ 1,000,000.	Extortion – Each & Every Claim
<b>System Damage &amp; Business Interruption:</b>	\$ 1,000,000	System Damage and Rectification Costs per Claim
	\$ 1,000,000	Income Loss and Extra Expense per Claim (sub-limited to \$500,000 in respect of System Failure)
	\$ 100,000	Additional Extra Expense per Claim
	\$ 1,000,000	Dependent Business Interruption per Claim (sub-limited to \$1,000,000 in respect of System Failure)
	\$ 1,000,000	Consequential Reputational Harm per Claim
	\$ 25,000	Claim Preparation Costs per Claim
<b>Network Security &amp; Privacy Liability:</b>	\$ 1,000,000	Hardware Replacement Costs per Claim
	\$ 1,000,000	Network Security Liability Aggregate, including Costs and Expenses
	\$ 1,000,000	Privacy Liability Aggregate, including Costs and Expenses
	\$ 1,000,000	Management Liability Aggregate, including Costs and Expenses
	\$ 1,000,000	Regulatory Fines Aggregate, including Costs and Expenses
<b>Media Liability:</b>	\$ 1,000,000	PCI Fines, Penalties and Assessments Aggregate, including Costs and Expenses
	\$ 1,000,000	Defamation in the Aggregate including Costs and Expense
	\$ 1,000,000	Intellectual Property Rights Infringement in the Aggregate including Costs and Expenses
<b>Court Attendance Costs:</b>	\$ 100,000 in the Aggregate (sub-limited to \$2,000 per day)	
<b>Deductible:</b>	\$ 25,000	each Claim for All Losses, except:
	\$ NIL	each Claim for Incident Response Costs Losses
	\$ NIL	each Claim for Claim Preparation Costs Losses
	\$ NIL	each Claim for Court Attendance Costs Losses
	\$ NIL	each Claim for Post Breach Remediation Costs Losses
<b>Policy Form:</b>	Cyber, Private Enterprise (CAN) v3.0	
<b>Insurer:</b>	CFC Underwriting Ltd. – 100%	
<b>Subjectivity:</b>	Resigned and redated application within 30 days of effective date	

**Risk Management**

<b>Elected Official, Directors and Departmental Seminars:</b>	Included
<b>Automobile Fleet Services:</b>	Risk and Driver Assessment included

**Premium Summary**

<b>Total Annual Premium:</b> (Options Not Included)	<b>Municipal Package - \$ 170,127 plus any applicable provincial sales tax</b> <b>Cyber Liability - \$ 11,600. Plus \$500. Policy Fee and applicable provincial tax</b>  <b>TOTAL - \$ \$181,727. Plus \$500. Policy Fee and applicable provincial tax</b>
--	---

**Municipal Options**

<b>Casualty Liability:</b>	To Increase Deductible from \$10,000. to \$25,000 – Annual Savings of <b>\$2,388</b> To Increase Deductible from \$10,000. to \$50,000 – Annual Savings of <b>\$4,775</b>
<b>Property:</b>	To Increase Deductible from \$10,000. to \$25,000 – Annual Savings of <b>\$2,207</b> To Increase Deductible from \$10,000. to \$50,000 – Annual Savings of <b>\$3,905</b>
<b>Councillors Accident:</b>	24 hour coverage option or increased Principal Sum – Quotation Available Upon Request
<b>Out of Province Emergency Medical:</b>	Based on Twelve (12) Members – under the age of 80 – Annual Additional Premium <b>\$720</b> To increase the Trip Duration from 15 days to 30 days – Annual Additional Premium <b>\$840</b>
<b>Public Entity Recovery Assistance Plan:</b> (Critical Illness)	Based on Twelve (12) Members – age 69 or less <ul style="list-style-type: none"> <li>• \$5,000 limit – Annual Additional Premium <b>\$1,200</b></li> <li>• \$10,000 limit – Annual Additional Premium <b>\$1,944</b></li> </ul>
<b>Municipal Volunteers Accident:</b>	Principal Sum \$50,000 – Annual Additional Premium <b>\$750</b>
<b>Annual Low Risk Events Liability:</b>	Quotation available upon request
<b>Cyber Liability:</b>	Add Cyber Crime - <b>\$5,000. Additional premium</b> \$ 250,000 Funds Transfer Fraud per Claim \$ 250,000 Theft of Funds Held in Escrow per Claim \$ 250,000 Theft of Personal Funds per Claim \$ 250,000 Corporate Identity Theft per Claim \$ 250,000 Telephone Hacking per Claim \$ 50,000 Push Payment Fraud per Claim \$ 250,000 Unauthorized Use of Computer Resources per Claim **Subject to \$25,000. Deductible**



**UNITED COUNTIES OF  
STORMONT, DUNDAS & GLENGARRY**

<b>ACTION REQUEST – TS</b>	
<b>To:</b>	Warden and Members of Council
<b>Date of Meeting:</b>	June 21, 2021
<b>Subject:</b>	Encroachment Agreement, Civic No 18923 SDG 2

**RECOMMENDATION(S):**

THAT By-law No. 5299, being a By-law for the purpose of establishing an encroachment agreement between the United Counties of Stormont, Dundas and Glengarry and Mr. Ian MacLean, be read and passed in Open Council, signed and sealed.

**EXECUTIVE SUMMARY:**

Transportation Services are recommending Council enter into an encroachment agreement with Mr. Ian MacLean, the owner of the property at 18923 County Road 2, South Glengarry to legitimize the existing encroachment of the retaining wall located at the front of the property.

The encroachment of the retaining wall (and need to enter into a formal agreement) was identified as a condition of severance no. B-99-20. The agreement is similar to other encroachment agreements that have previously been considered and approved by Council.



*Figure 1: Retaining Wall Subject to Encroachment*

**OPTIONS AND DISCUSSION:**

1. **Approve the encroachment (Recommended).** Encroachment agreements are a best practice for privately owned infrastructure within the County right-of-way as these agreements allow each party to clearly define their roles and responsibility as well as protect their respective interests. This option is recommended.
2. **Do not approve the encroachment.** Not recommended.

**FINANCIAL ANALYSIS:**

All costs associated with creating a plan and registering the agreement will be borne by the property owner.

**LOCAL MUNICIPAL IMPACT:**

N/A

**RELEVANCE TO STRATEGIC PRIORITIES:**

This agreement aligns with strategic priority 4, ***Community Sustainability – A Place Where You Want to Be*** in that it works with a private landowner.

**OTHERS CONSULTED:**

- Owner’s Legal Counsel

**ATTACHMENTS:**

- By-law 5299, Encroachment Agreement and Registered Plan

**RECOMMENDED BY:**



---

**Benjamin de Haan, P. Eng**  
County Engineer

**REVIEWED & APPROVED BY:**



---

**T.J. Simpson, CAO**

**THE CORPORATION OF THE UNITED COUNTIES**  
**OF STORMONT, DUNDAS AND GLENGARRY**

**BY-LAW NO. 5299**

**A BY-LAW** for the purpose of establishing an encroachment agreement for the property located at 18923 County Road 2, Township of South Glengarry; more particularly described as the West half of Lot 18 Concession 1, Front Charlottenburgh, North of AR109824 Except Part 1 14R-6137; Township of South Glengarry (PIN 67130-0466).

**WHEREAS** Section 9 of *the Municipal Act, 2001, S.O. 2001*, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

**AND WHEREAS** Section 11, (Table) of *the Municipal Act, 2001, S.O. 2001*, provides that all upper-tier municipalities have full jurisdiction over their highways.

**AND WHEREAS** it is deemed expedient to permit an encroachment at the aforementioned location.

**NOW THEREFORE THE COUNCIL OF THE UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY ENACTS AS FOLLOWS:**

1. That an encroachment agreement, attached hereto as Schedule "A" and forming part of this By-law, be entered into.
2. That the Warden and Clerk be authorized to sign the Agreement on behalf of the United Counties of Stormont, Dundas and Glengarry.

**READ** and passed in Open Council, signed and sealed this 21<sup>st</sup> day of June, 2021.

---

ACTING WARDEN

---

CLERK



## ENCROACHMENT AGREEMENT

**BETWEEN:**

**Ian Hugh MacLean**

**AND**

**THE UNITED COUNTIES OF  
STORMONT, DUNDAS AND GLENGARRY  
(Hereinafter referred to as "United Counties")**

**WHEREAS** Ian Hugh MacLean is the owner of the lands described as W ½ LT 18 CON 1 FRONT CHARLOTTENBURGH N OF AR109824 EXCEPT PT 1 14R-6137; TOWNSHIP OF SOUTH GLENGARRY (PIN 67130-0466) municipally known as Civic No. 18923 County Road 2,

**AND WHEREAS** Ian Hugh MacLean uses and occupies said lands a portion of which occupation now described as Part 1, R-Plan 14R-6589 encroaches upon County Road No. 2 (formerly King's Highway No. 2) and wishes to maintain the existing use and occupation as limited by a retaining wall as shown on the said Plan 14-6589

**AND WHEREAS** the parties wish to enter into the following Encroachment Agreement;

**NOW THEREFORE IN CONSIDERATION** of the mutual covenants, terms, and conditions contained herein, Ian Hugh MacLean and the United Counties agree as follows:

1. The United Counties consent that Ian Hugh MacLean be permitted to maintain the existing encroachment and retaining wall within the County right-of-way as shown in Part 1 on Reference Plan 14R-6589 (approximate dimensions of 67.25' long by 20.21' depth).
2. Ian Hugh MacLean hereby covenants and agrees to indemnify and save harmless the United Counties from any liability, claims, demands, damages, actions or other proceedings whatsoever arising out of this encroachment.
3. Ian Hugh MacLean will not make any alterations to the retaining wall other than regular maintenance repairs required from time to time.
4. In the event that the retaining wall is substantially destroyed, the right of Ian Hugh MacLean to the encroachment shall cease.
5. That Ian Hugh MacLean accepts that the United Counties, Municipality of South Glengarry or other agents are authorized to perform work within the right-of-way will not be liable for any nuisance or damage to the retaining wall caused through the performance of regular maintenance and/or construction activities.

Schedule A to By-Law 5299  
Encroachment Agreement

- 6. In the event that the United Counties requires use of the encroached right of way at some point in the future, the retaining wall shall be completely removed from the right-of-way within forty-five business days of formal notice being provided by the said United Counties.
- 7. For the purpose of this Agreement, it is agreed by the Parties that the retaining wall shall be considered substantially destroyed in the event that the extent of the destruction is fifty percent (50%) or more. If the Parties are unable to agree on the extent of such destruction, the matter shall be submitted to the Chief Building Official for arbitration and their decision shall be final and binding upon the Parties of this Agreement.
- 8. Ian Hugh MacLean shall be required to register this Encroachment Agreement on title in the appropriate Land Registry Office and the United Counties shall execute any document reasonably required to effect such registration on title for all benefitting properties as described above.
- 9. The burden and benefit of this Encroachment Agreement shall run with the land and shall extend to, be binding upon, and ensure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns.

**IN WITNESS WHEREOF** the parties have duly executed this Encroachment Agreement on the date set out below.

Dated at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of June, 2021.

\_\_\_\_\_  
Ian Hugh MacLean

\_\_\_\_\_  
Kimberley Casselman, Clerk  
United Counties of SDG

\_\_\_\_\_  
Acting Warden  
United Counties of SDG



COORDINATES WERE DERIVED FROM REAL-TIME NETWORK OBSERVATIONS USING THE CAN-NET NETWORK UTM, ZONE 18, NAD83 (CSRS) (2010)

STATION	NORTHING	EASTING
A	16366693.043	1747566.608
B	16366885.016	1747863.599

**IMPERIAL**  
 DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN FEET AND CAN BE CONVERTED TO METRES BY MULTIPLYING BY 0.3048.

SCHEDULE				
PART	LOT	CONCESSION	PIN	AREA
1	PART W1/2 18	1, FRONT	PART OF 67130-0052(LT)	0.031 Ac.

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

**PLAN 14R-6589**

RECEIVED AND DEPOSITED

June 10, 2021

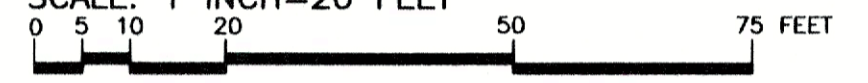
June 10, 2021

*R. M. Jason*  
 RON M. JASON O.L.S.

Lyne Deguire-Ménara

REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF GLENGARRY (No. 14)

PLAN OF SURVEY OF  
**PART OF WEST 1/2 LOT 18**  
**CONCESSION 1, FRONT**  
 GEOGRAPHIC TOWNSHIP OF CHARLOTTENBURGH  
 TOWNSHIP OF SOUTH GLENGARRY  
 COUNTY OF GLENGARRY  
 RON M. JASON O.L.S.  
 SCALE: 1 INCH=20 FEET



**NOTES**

DISTANCES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING THE DISTANCES BY A COMBINED SCALE FACTOR OF 0.9996102

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

COORDINATE VALUES ARE TO A RURAL ACCURACY IN ACCORDANCE WITH SECTION 14 (2) OF O. REG. 216/10.

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, SHOWN HEREON, BY REAL TIME NETWORK (RTN) OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 18, (75°W) NAD83 (CSRS) (2010).

BEARING COMPARISONS SHOWN ARE WITH UNDERLYING PLANS.

**LEGEND**

- DENOTES PLANTED MONUMENT
- DENOTES FOUND MONUMENT
- SIB DENOTES STANDARD IRON BAR
- SSIB DENOTES SHORT STANDARD IRON BAR
- IB DENOTES IRON BAR
- CM DENOTES CONCRETE MONUMENT
- CC DENOTES CUT CROSS
- CP DENOTES CONCRETE PIN
- DENOTES ROUND
- WIT DENOTES WITNESS
- ACC DENOTES ACCEPTED
- MEAS DENOTES MEASURED
- INST DENOTES INSTRUMENT
- x-x DENOTES FENCE
- P1 DENOTES DEPOSITED PLAN 544 (M.T.O. P-1689-6)
- P2 DENOTES PLAN 14R-153

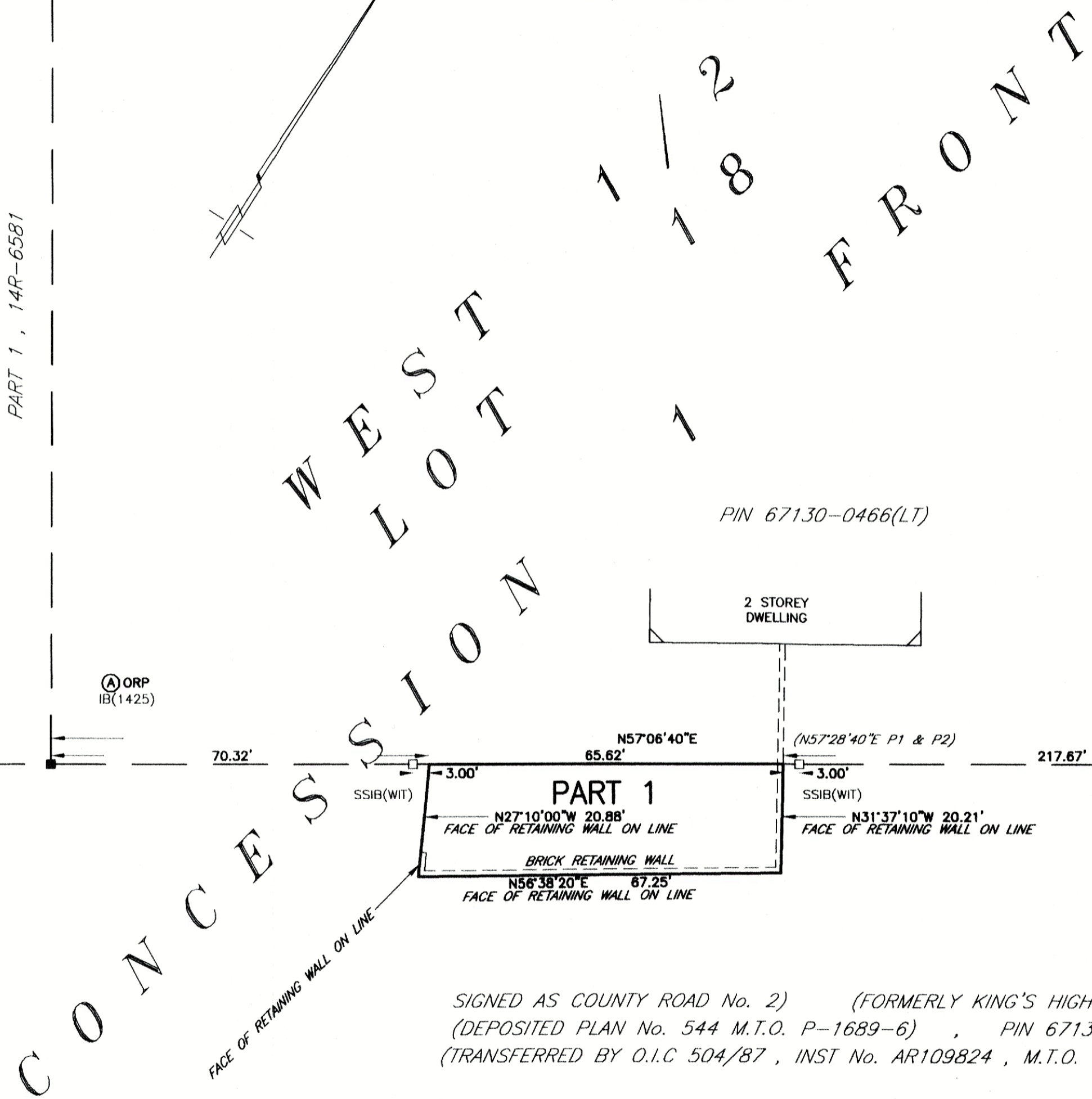
**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 9th. DAY OF JUNE, 2021.

June 10, 2021 *R. M. Jason*  
 RON M. JASON  
 ONTARIO LAND SURVEYOR

PART 1, 14R-6581



SIGNED AS COUNTY ROAD No. 2) (FORMERLY KING'S HIGHWAY No. 2)  
 (DEPOSITED PLAN No. 544 M.T.O. P-1689-6), PIN 67130-0052(LT)  
 (TRANSFERRED BY O.I.C 504/87, INST No. AR109824, M.T.O. P-1689-34)



IBWSURVEYORS.COM | 1.800.667.0696

PARTY CHIEF: GM DRAWN BY: BM CHECKED BY: RJ PLOT DATE: \*  
 FILE NAME: A-026942-1 copies available at LandSurveyRecords.com





**UNITED COUNTIES OF  
STORMONT, DUNDAS & GLENGARRY**

**ACTION REQUEST – TS**

<b>To:</b>	Warden and Members of Council
<b>Date of Meeting:</b>	June 21, 2021
<b>Subject:</b>	Speed Limit Update - Various Roads

**RECOMMENDATION:**

THAT By-law No. 5300, being a By-law to revise the prescribed rate of speed for motor vehicles driven on certain County roads, be read and passed in Open Council, signed and sealed.

**EXECUTIVE SUMMARY:**

Staff are recommending a variety of speed limit changes based on detailed investigations and reviews completed over the past several months.

**BACKGROUND:**

Through the year, County staff receive a variety of requests to consider speed limit revisions on various County Roads. In accordance with Policy 2-6, these requests are analyzed against a number of parameters. The following is a summary of the speed limit changes which were supported through the various reviews:

**SDG 1 - Hallville**

Currently, the 50km/hr speed limit through Hallville extends to St. John St., with a 60km/hr speed limit continuing north another 200+ meters. Hallville is a growing community within North Dundas, and recent developments continue to expand the community's footprint within the settlement area boundary. North Dundas is additionally receiving a substantial grant to develop the Hallville Community Park, located near the 60km/hr hour zone (opposite an existing residential area). All of these factors will result in increased vehicle access and pedestrian use; which is why staff are recommending the extension of the 50km/hr speed limit north (past the entrance to the Wylie Creek Subdivision) and the creation of a new 60km/hr transitional speed zone north of the newly expanded 50km/hr zone.

**SDG 18 – St. Raphael's**

A speed limit review has confirmed that the existing speed limit of 60km/hr through St. Raphael's should be reduced to 50km/hr. Transitional speed zones were considered at the limits of the 50km/hr zone; however after input from the OPP during the recent *SDG Road Safety Task Force* meeting, it was confirmed that a transitional speed zone would not be effective given the roadside environment outside the existing settlement area (there is a rapid transition from rural to urban cross section).

**SDG 18 - Williamsburg**

With the continued growth of this settlement area, a speed limit review confirmed that the existing 50km/hr speed zone west of SDG 31 needed to be extended to the westerly Schell St. entrance. The 60km/hr transitional speed zone was also extended (400m west).

**SDG 27 – Summerstown**

A review confirmed that the existing speed limit on SDG 27, 1000m north of SDG 2 should be reduced from 80km/hr to 70km/hr. This is a result of the continued development having direct access onto SDG 2. As development in this area continues, staff expect that further speed limit reductions will be warranted.

**SDG 36 – Post Road**

A traffic study done in support of the Fenton Farms Subdivision has confirmed that a reduction in speed is warranted (from 80km/hr to 70km/hr). Similar to the findings of the SDG 27 review, as additional development takes place along this section of SDG 36, staff expect further speed limit reductions should be considered.

**OPTIONS AND DISCUSSION:**

1. **Approve the recommended changes to the aforementioned speed limits (Recommended).** The above noted changes are being recommended in accordance with County policy 2-6.
2. **Accept some of the recommended changes (Not Recommended).** Council has the ultimate authority to set speed limits via By-law, and, may chose to accept some, but not all, of the recommendations.
3. **Do not approve the changes.** Not recommended

**FINANCIAL ANALYSIS:**

Although there will be a requirement to purchase and install new signs, the speed limit changes will have a negligible financial impact, and, will be paid for out of the general sign budget.

**LOCAL MUNICIPAL IMPACT:**

The speed limit changes has been communicated with the local Public Works Officials.

**RELEVANCE TO STRATEGIC PRIORITIES:**

Speed limits that reflect the roadside environment support liveable and safe communities, which is consistent with SDG Strategic Priority No. 4, ***Community Sustainability – A Place Where You Want to Be***

**OTHERS CONSULTED:**

- Local Public Works staff
- OPP

**ATTACHMENTS:**

- By-Law 5300

**RECOMMENDED BY:**



**Benjamin de Haan, P. Eng**  
County Engineer

**REVIEWED & APPROVED BY:**



**T.J. Simpson, CAO**

**THE CORPORATION OF THE UNITED COUNTIES**  
**OF STORMONT, DUNDAS AND GLENGARRY**  
**BY-LAW No. 5300**

**A BY-LAW** to regulate the prescribed rate of speed for motor vehicles driven on certain County Roads.

**WHEREAS** Section 5 (3) of the *Municipal Act, 2001 S. O. 2001*, provides that a municipal power, including a municipality's capacity, rights, powers and privileges shall be exercised by by-law unless the municipality is specifically authorized to do otherwise.

**AND WHEREAS** it is deemed expedient to revise and amend the rates of speeds prescribed by previous by-laws.

**NOW THEREFORE THE COUNCIL FOR THE UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY ENACTS AS FOLLOWS:**

1. That the maximum rate of speed for motor vehicles driven on the highways or portions thereof, which are listed in Schedules "A", "B", "C", "D" appended hereto and forming part of this By-law, be as prescribed in the said Schedules.
2. That the maximum rate of speed for motor vehicles driven on all highways or portions thereof, not listed in Schedules "A", "B", "C" and "D", be 80 kilometres per hour.
3. That By-law No. 5166 together with schedules, as amended, is hereby repealed in its entirety.
4. That this By-law shall take force and effect as and when the highways or portions thereof that are affected by this by-law have been signed in accordance with the Highway Traffic Act, R.S.O., 1990 and the Regulations made thereunder.

**READ** and passed in Open Council, signed and sealed this 21<sup>st</sup> day of June 2021.

---

ACTING WARDEN

---

CLERK

**SCHEDULE "A" TO BY-LAW NO. 5300****MAXIMUM RATE OF SPEED - 40 KILOMETRES PER HOUR**

<b>County Road</b>	<b>from</b>	<b>to</b>
34 Alexandria	Co. Rd. 10	150m south of Co. Rd. 46



**SCHEDULE "B" TO BY-LAW NO. 5300****MAXIMUM RATE OF SPEED – 50 KILOMETRES PER HOUR**

<b>County Road Number</b>	<b>from</b>	<b>to</b>
1 Iroquois	Co. Rd. 2	400m north of Co. Rd. 2
1 Hallville	Co. Rd. 43	700m north of Co. Rd. 43
2 Iroquois	300m west of Co. Rd. 1	700m east of Co. Rd. 1
2 Morrisburg	400m west of Co. Rd. 31/4 intersection	600m east of Co. Rd. 31/4 intersection
2 Long Sault	50m west of Co. Rd. 35	75m east of Co. Rd. 36
2 South Lancaster	Church St.	Hwy 401
2 Lancaster	Co. Rd. 34	Boundary St.
3 South Mountain	Co. Rd. 1	1350m east of Co. Rd. 1
3 Inkerman	350m south of the mid-line of the north branch of the S. Nation River	100m west of the intersection of Guy Rd.
3 Winchester	Main St. from 1000m east of Co. Rd. 31	Ottawa St. 900m north of Main St.
5 Winchester Springs	Co. Rd. 31	450m west of Co. Rd. 31
7 Dunbar	Froats Road	600m north of Froats Road
7 Chesterville	750m north of Co. Rd. 43	Co. Rd. 9 (west leg)
7 Morewood	750m south of Co. Rd. 13	300m north of Co. Rd. 13
7 Marionville	Boundary Road	400m east of Boundary Road
10 Alexandria	Co. Rd. 34	600m east of Co. Rd. 34
10 Glen Robertson	500m west of Co. Rd. 23 (south leg)	800m east of Co. Rd. 23 (south leg)

<b>County Road Number</b>	<b>from</b>	<b>to</b>
12 Lunenburg	500m south of Co. Rd. 18	100m north of Co. Rd. 18
12 Newington	200m south of Co. Rd. 14	250m west of Co. Rd. 14
12 Finch	575m south of Co. Rd. 43	600m north of Co. Rd. 43
12 Berwick	150m south of Co. Rd. 9	850m north of Co. Rd. 9
12 Crysler	350m south of Co. Rd. 13 (east leg)	350m north of Co. Rd. 13 (north leg)
13 Morewood	550m west of Co. Rd. 7 (south leg)	500m east of Co. Rd. 7 (south leg)
13 Crysler	1050m west of Co. Rd. 12	350m east of Co. Rd. 12
14 Ingleside	Co. Rd. 2	1375m north of Co. Rd. 2
14 Newington	Co. Rd. 12	Saving Street
15 Avonmore	Co. Rd. 43	1100m north of Co. Rd. 43
15 Moose Creek	125m west of Nevada St.	300m east of Valley St.
16 Brinston	350m south of Gilmour/ Henderson Road	350m north of Gilmour/ Henderson Road
16 Dixons Corners	150m south of Co. Rd. 18	300m north of Co. Rd. 18
17 Williamstown	975m west of Co. Rd. 19	850m east of Co. Rd. 19
17 Lancaster	500m west of Co. Rd. 34	Co. Rd. 34
18 Williamsburg	1000m west of Co. Rd. 31	650m east of Co. Rd. 31
18 St. Andrews West	800m west of King's Highway 138	1000m east of King's Highway 138
18 Martintown	400m west of the mid line of the Raisin River	400m east of the Raisin River
18 St. Raphaels West	150m west of Frog Hollow Road	600m east of Frog Hollow Road

<b>County Road Number</b>	<b>from</b>	<b>to</b>
18 North Lancaster	500m west of Co. Rd. 26	500m east of Co. Rd. 26
19 Williamstown	500m south of Co. Rd. 17	300m north of Co. Rd. 17
20 Martintown	Co. Rd. 18	500m north of Co. Rd. 18
20 Apple Hill	800m south of Kenyon Concession Road 2	200m north of Kenyon Concession Road 2
20 Maxville	200m south of Co. Rd. 22 (east leg)	450m north of Co. Rd. 22 (west leg)
21 Glen Sandfield	450m west of Co. Rd. 23	Co. Rd. 23
22 Maxville	800m west of Co. Rd. 20	200m east of Co. Rd. 20
23 Glen Robertson	300m south of Co. Rd. 10	Co. Rd. 10
23 Glen Robertson	Co. Rd. 10	600m north-west of Co. Rd. 10
23 Glen Sandfield	150m south of Co. Rd. 21	150m north of Co. Rd. 21
23 Dalkeith	200m south of Co. Rd. 24	300m north of Co. Rd. 24
24 Dunvegan	450m west of Co. Rd. 30	450m east of Co. Rd. 30
24 Dalkeith	600m west of Co. Rd. 23	150m east of Co. Rd. 23
25 Glen Roy Area	100m west of Glen Roy Road	150m east of Glen Roy Road
26 North Lancaster	150m south of Co. Rd. 18	Co. Rd. 18
27 Summerstown Station	north limit of King's Highway 401	450m north of the north limit of Highway 401
30 Greenfield	150m south of Kenyon Concession Road 5	Canadian National Railway crossing
30 Dunvegan	100m south of Co. Rd. 24	250m north of Co. Rd. 24
31 Morrisburg	Co. Rd. 2	300m north of Co. Rd. 2

<b>County Road Number</b>	<b>from</b>	<b>to</b>
31 Williamsburg	600m south of Co. Rd. 18	550m north of Co. Rd. 18
34 Lancaster	Highway 401	150m north of North Beech Street
34 Green Valley	50m south of Co. Rd. 25 (W. Leg)	400m north of the Canadian Pacific Railway crossing
34 Alexandria	Co. Rd. 45	Co. Rd. 10
34 Alexandria	150m south of Co. Rd. 46	250m north of VIA Railway Crossing
35 Long Sault	Co. Rd. 2	1450m north of Co. Rd. 2
36 Long Sault	Co. Rd. 2	450m northeast of Milles Roches Road
37 Chesterville	Co. Rd. 43	Co. Rd. 7
38 Winchester	1000m north of Co. Rd. 31	Co. Rd. 3
43 Finch	600m west Co. Rd. 12 (north leg)	1000m east of Co. Rd. 12 (north leg)
43 Monkland	150m west of King's Highway 138	Canadian Pacific Railway crossing
43 Alexandria	800m west of Co. Rd. 34	Co. Rd. 34
44 Headline	King's Highway 138	Co. Rd. 42
46 Alexandria	Co. Rd. 43	Co. Rd. 34

**SCHEDULE "C" TO BY-LAW NO. 5300****MAXIMUM RATE OF SPEED - 60 KILOMETRES PER HOUR**

<b>County Road Number</b>	<b>from</b>	<b>to</b>
1 Hainsville	150m south of Co. Rd. 18 (east leg)	150m north of Co. Rd. 18 (east leg)
1 South Mountain	375m south of Co. Rd. 3	Co. Rd. 3
1 Mountain	400m south of Canadian Pacific Railway	200m north of Canadian Pacific Railway
1 Hallville	700m north of Co. Rd. 43	950m north of Co. Rd. 43
2 Morrisburg	900m west of Co. Rd. 4/31	400m west of Co. Rd. 4/31
2 Morrisburg	600m east of Co. Rd. 4/31	1200m east of Co. Rd. 4/31
2 Long Sault	400m west of Co. Rd 35	50m west of Co. Rd. 35
2 Long Sault	75m east of Co. Rd. 36	350m east of Co. Rd. 36
2 Glen Walter Summerstown	east limits of the City of Cornwall	150m west of Pilon Point Road
2 South Lancaster	400m west of the mid-point of the Raisin River Bridge	Church Street
2 Lancaster	Boundary St.	850m east of Co. Rd. 34
2 Curry Hill	Co. Rd. 23	750m east of Co. Rd. 23
3 South Mountain	500m west of Co. Rd. 1 (River Road)	Co. Rd. 1
3 Inkerman	100m west of Guy Road	100m north of Guy Road
3 Winchester	Co. Rd. 31	1000m east of Co. Rd. 31
5 Winchester Springs	450m west of Co. Rd. 31	750m west of Co. Rd. 31 (Hollister Rd.)

<b>County Road Number</b>	<b>from</b>	<b>to</b>
7 Elma	300m west of Marcellus Road	300m east of Marcellus Road
7 Chesterville	Co. Rd. 9 (west leg)	500m north of Co. Rd. 9 (west leg)
8 Riverside Heights	Co. Rd. 2	400m north of Co. Rd. 2
9 Berwick	300m west of Co. Rd. 12	300m east of Co. Rd. 12
12 Wales Village	Co. Rd. 2	750m north of Co. Rd. 2
12 Lunenburg	700m south of Co. Rd. 18	500m south of Co. Rd. 18
12 Newington	250m west of Co. Rd. 14	800m west of Co. Rd. 14
12 Crysler	350m north of Co. Rd. 13 (north leg)	850m north of Co. Rd. 13 (north leg)
13 Crysler	Ouderkirk Rd.	1050m west of Co. Rd. 12
14 Osnabruck Centre	150m south of Co. Rd. 18 (east leg)	500m north of Co. Rd. 18 (east leg)
14 Newington	Saving Street	300m north of Saving Street
15 Harrisons Corners	250m south of Co. Rd. 18	250m north of Co. Rd. 18
15 Moose Creek	300m east of Valley Street	950m east of Valley Street
16 Hulbert	300m north of the Hulbert/Snowbird Road	850m north of the Hulbert/Snowbird Road
17 Williamstown	850m east of Co. Rd. 19	1200m east of Co. Rd. 19
18 Dixons Corners	250m west of Co. Rd. 16	300m east of Co. Rd. 16
18 Dundela	300m west of Heritage Road	300m east of Heritage Road
18 Williamsburg	1400m west of Co. Rd. 31	1000m west of Co. Rd. 31
18 Boucks Hill	150m west of Boucks Hill Road	350m east of Boucks Hill Road

<b>County Road Number</b>	<b>from</b>	<b>to</b>
18 Osnabruck Centre	300m west of Co. Rd. 14	200m east of Co. Rd. 14
18 Lunenburg	200m west of Co. Rd. 12	300m east of Co. Rd. 12
18 Harrisons Corners	200m west of Co. Rd. 15	200m east of Co. Rd. 15
18 St. Andrews West	1000m west of King's Highway 138	800m west of King's Highway 138
18 Martintown	1000m west of the mid line of the Raisin River	400m west of the mid line of the Raisin River
18 Martintown	400m east of the mid line of the Raisin River	650m east of the mid line of the Raisin River
18 Brown House	Co. Rd. 34	600m east of Co. Rd. 34
18 Vinegar Hill	1550m east of Co. Rd. 34	1975m east of Co. Rd. 34
20 Martintown	500m north of Co. Rd. 18	650m north of Co. Rd. 18
20 Apple Hill	200m north of Kenyon Concession Road 2	350m north of Kenyon Concession Road 2
20 Dominionville	600m south of Kenyon Concession Road 16 IL	100m north of Kenyon Concession Road 16 IL
20 Maxville	500m south of Co. Rd. 22 (east leg)	200m south of Co. Rd. 22 (east leg)
20 Maxville	450m north of Co. Rd. 22 (west leg)	750m north of Co. Rd. 22 (west leg)
21 Lochiel	600m west of Old Military Road	150m east of Old Military Road
22 Maxville	1100m west of Co. Rd. 20	800m west of Co. Rd. 20
23 Dalhousie Mills	400m south of Morrison Road	100m north of Morrison Road
23A McCrimmon	Co. Rd. 34	400m north of Co. Rd. 34
25 Glen Roy Area	150m east of the Glen Roy Road	350m east of the Glen Roy Road
25 Green Valley	Co. Rd. 34	250m east of Co. Rd. 34

<b>County Road Number</b>	<b>from</b>	<b>to</b>
25 Glen Norman	300m west of the Second Line Road (south leg)	225m east of the Second Line Road (south leg)
26 North Lancaster	650m south of Co. Rd. 18	150m south of Co. Rd. 18
30 Greenfield	Canadian National Railway crossing	300m north of the Canadian National Railway crossing
31 Winchester Springs	250m south of Co. Rd. 5	200m north of Co. Rd. 5
32 Cannamore	425m north of Co. Rd. 13	800m north of Co. Rd. 13
34 Lancaster	150m north of North Beech Street	450m north of North Beech Street
36 Long Sault	450m northeast of Milles Roches Road	1000m east of Milles Roches Road
38 Winchester	Co. Rd. 31	1000m north of Co. Rd. 31
40	Co. Rd. 1	Co. Rd. 16
43 Avonmore	300m west of Co. Rd. 15	330m east of Co. Rd. 15
45 Alexandria	Co. Rd. 34	1200m west of Co. Rd. 34



**SCHEDULE "D" TO BY-LAW NO. 5300****MAXIMUM RATE OF SPEED - 70 KILOMETRES PER HOUR**

<b>County Road Number</b>	<b>from</b>	<b>to</b>
2 Ingleside	500m west of Co. Rd. 14	200m east of Co. Rd. 14
15	125m west of Nevada St.	525m west of Nevada St.
16	Co. Rd. 2	1100m northerly (CNR)
17	Co. Rd. 27	975m west of Co. Rd. 19
19A	60m west of Co. Rd. 19	Co. Rd. 19
27 Summerstown	Co. Rd. 2	1,000m north of Co. Rd. 2
31 Williamsburg	600m south of Co. Rd. 18	1,000m south of Co. Rd. 18
31 Glen Becker	450m south of Co. Rd. 28	800m north of Co. Rd. 28
36 Post Road	1000m east of Milles Roches Road	Co. Rd. 15
34 Alexandria	250m north of VIA Railway Crossing	Power Dam Road
45 Kenyon Dam	1250m south of County Rd. 43	1500m south of County Rd. 43



**UNITED COUNTIES OF  
STORMONT, DUNDAS & GLENGARRY**

<b>ACTION REQUEST – PS</b>	
<b>To:</b>	Warden and Members of Council
<b>Date of Meeting:</b>	June 21, 2021
<b>Subject:</b>	Cloudpermit Agreement

**RECOMMENDATION:**

THAT By-Law No. 5301, being a by-law to authorize an agreement between the United Counties of Stormont, Dundas and Glengarry and Evolta Software Inc. (Cloudpermit) for the provision of planning software, be read and passed in Open Council, signed and sealed.

**EXECUTIVE SUMMARY:**

The Counties’ current planning file management program is obsolete and has limited internal support. With a significant increase in application volume in 2021, downtime and feature limitations have caused delays in application processing. It is recommended that Council approve a contract with Cloudpermit Inc. for new planning file management.

**BACKGROUND:**

The Planning Services Department currently uses an in-house Microsoft Access-based program to track severance applications. This program was developed by a former staff member and is no longer maintained internally. The current program has had issues with being accessed remotely during the COVID-19 pandemic. For instance, if more than one staff person is using the program it frequently crashes and IT support is required. As a result of these challenges, a new planning file management software is recommended.

Cloudpermit is one of the most popular online programs used for building permit applications in Ontario, and has a planning module. It offers workflows that allow for pre-consultation, online payments, unlimited users, internal communication, and direct access to files for both local municipalities and applicants.

Cloudpermit has offered SDG a three-year contract at \$30,000 per year, with \$10,000 for startup costs. There are unlimited users and local municipalities can add their own local applications (e.g minor variances, zoning) for \$5,000 per year each.

The County has received 122 severance applications as of June 11, 2021, compared to an average of 43 received by June 11 in the three previous years. A sole-sourced purchase is recommended to implement the software quickly and reduce the backlog and processing time for severances. Schedule B of the

purchasing policy allows for non-competitive purchasing when compatibility with existing products is necessary or to recognize exclusive licenses or copyrights. Approval from Council is required for purchases over \$20,000. In this case, the Cloudpermit software will be compatible with the Township of South Stormont and Township of South Glengarry's building permit software and both are interested in a joint purchase due to their volume of planning applications.

Additionally, sole-sourcing is permitted when only one supplier or contractor can meet the specification or technical requirements, or possesses unique skills, or can meet the required deadline. Cloudpermit's system of unlimited users and shared licences across organizations offers a unique opportunity for collaboration with local municipalities and other agencies, along with additional services for members of the public.

Although a formal RFQ process was not undertaken, Staff reviewed several other planning software packages and a recent request for quotations process that was undertaken by the United Counties of Prescott and Russell.

These quotations included:

- Vender A: \$23,000 per year, \$75,000 startup costs (35 users)
- Vender B: \$70,000 per year (\$101,000 for year 2), \$350,000 startup costs
- Vendor C: \$140,000 per year, \$380,000 startup costs.

Cloudpermit offers significant value, unique features and will integrate well with local municipal software.

#### **OPTIONS AND DISCUSSION:**

1. **Recommended.** That Council authorize an agreement between the United Counties of Stormont, Dundas and Glengarry and Cloudpermit Inc for the provision of planning software.
2. **Not recommended.** That Council direct staff to issue an RFP for planning software.

#### **FINANCIAL ANALYSIS:**

The cost to implement Cloudpermit in 2021 includes a \$10,000 start-up fee and a \$30,000 annual licensing and maintenance fee (to be pro-rated based on the implementation date). The software was not included in the 2021 budget, however the need for this program and features such as online payment has been accentuated due to the COVID-19 pandemic and closure of municipal offices. Therefore, the program is eligible to be funded through the COVID-19 relief funding that the County has received in 2020 and 2021.

#### **LOCAL MUNICIPAL IMPACT:**

Two local municipalities (South Glengarry and South Stormont) use Cloudpermit for building permits and would be purchasing the planning module for local

planning applications. The proposed contract will save them an estimated \$10,000 per year each by partnering with the County rather than purchasing a standalone planning module. Staff at the four other local municipalities are potentially interested in the joint purchase, and the County is hosting a demonstration to see if this suits their needs and would be cost-effective based on the volume of applications. All local municipalities will be able to access the software for County severance, subdivision, and Official Plan amendment applications regardless of whether they use it for local planning applications.

**RELEVANCE TO STRATEGIC PRIORITIES:**

Implementing Cloudpermit aligns well with Strategic Priority No. 1 - **Service Delivery – A Smarter Approach** and No. 5 - **Communication – The Foundation of Success**. The new software will help to reduce processing times for severance applications and allow for new options such as online payments. The software will improve communication by allowing for applicants and local municipalities to access files at any time rather than needing to contact the County during office hours. The software will meet a deliverable for under the Strategic Plan to provide high quality land use planning services to SDG local municipalities.

**OTHERS CONSULTED:**

Local municipalities  
Director of IT Services  
Director of Financial Services/Treasurer

**ATTACHMENTS:**

By-Law 5301

**RECOMMENDED BY:**



**Peter Young**  
**Director of Planning Services**

**REVIEWED & APPROVED BY:**



**T.J. Simpson, CAO**

**THE CORPORATION OF THE UNITED COUNTIES**

**OF STORMONT, DUNDAS AND GLENGARRY**

**BY-LAW NO. 5301**

**A BY-LAW** for the purpose of authorizing an agreement between the United Counties of Stormont, Dundas and Glengarry and Evolta Software Inc. (Cloudpermit)

**WHEREAS** Section 5 (3) of the *Municipal Act, 2001 S. O. 2001*, provides that a municipal power, including a municipality's capacity, rights, powers and privileges shall be exercised by by-law unless the municipality is specifically authorized to do otherwise.

**AND WHEREAS** the United Counties of Stormont, Dundas and Glengarry wishes to enter into an agreement with Evolta Software Inc. (Cloudpermit) for the provision of planning software.

**NOW THEREFORE THE COUNCIL OF THE UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY ENACTS AS FOLLOWS;**

1. That authorization be hereby given to enter into an agreement, attached hereto as Schedule 'A' to this By-law, with Evolta Software Inc. (Cloudpermit).
2. That the Acting Warden and Clerk be hereby authorized to sign the agreement on behalf of the United Counties of Stormont, Dundas and Glengarry

**READ** and passed in Open Council, signed and sealed this 21<sup>st</sup> day of June, 2021.

---

ACTING WARDEN

---

CLERK

## Cloudpermit e-permit Service Agreement

### Order Form

#### CUSTOMER AND ADDRESS INFORMATION

Customer:	United Counties of Stormont Dundas & Glengarry
Address:	26 Pitt Street Cornwall, ON K6J 3P2
Email:	pyoung@sdgcounties.ca
Phone	613-932-1515
Customer Billing Reference No.	

#### TERMS AND CONDITIONS

Effective Date:	June 30 <sup>th</sup> , 2021
Initial Term:	3 years

#### PRICING

##### **Planning Module**

Annual Subscription Fee	\$30,000
Implementation Fee:	\$10,000

Additional Lower Tiers:	\$5,000 ea.
Implementation Fee:	\$1,000 ea.

##### **OPTIONAL**

Public Works	\$15,000
Annual Subscription Fee	
Implementation Fee:	NONE

Invoicing Frequency:	Initial Invoice will be pro-rated to reflect only remaining months in 2021
----------------------	--

Subsequent years payable in advance prior to the commencement of each year of the Term.

Invoicing for Public works to coincide with implementation.

Prices are exclusive of applicable taxes.

**CUSTOMER SIGNATURE:**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By signing this Order Form, the Customer agrees to the terms of the attached General Terms and Conditions, this Order Form, and any other schedules, appendixes and documentation expressly reference in the Order Form or General Terms and Conditions (together the "**Agreement**").

The individual signing this Agreement hereby represents and warrants that he or she has the right and authority to bind the Customer.

## Cloudpermit e-permit Service Agreement

### General Terms and Conditions

THIS AGREEMENT is made by and between **EVOLTA SOFTWARE INC.** ("Cloudpermit") with registered office at Regus Brookfield Place, 1616 Bay St, Toronto, ON M5J 2S1 (Business ID 002651543) ("**Cloudpermit**") and the **CUSTOMER** identified in the applicable Order form.

#### 1. DEFINITIONS

##### 1.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings:

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. **"Control,"** for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Agreement"** means this Master Subscription Agreement and all schedules, appendixes and other documents expressly referenced in the Order Form or General Terms and Conditions.

**"Business Day"** means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario, or any day on which commercial banks are open for business in the City of Toronto in the Province of Ontario.

**"Confidential Information"** means any information made available by one Party to the other, in any form or medium, that is proprietary or confidential to a Party or its affiliates, or their respective customer, suppliers, or other business partners, including, without limitation, all documentation, products, tools, materials, inventions, discoveries, works of authorship, programs, derivative works, information, designs, know-how, trade secrets, configurations, technical information, data, ideas, methods, processes, schematics and business plans, whether or not specifically identified as confidential, or any 'record' or 'Personal Information' as defined by the the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56 ("**MFIPPA**").

**"Implementation Services"** means the initial configuration and implementation of the Cloudpermit Platform for the Customer's use of the Services, as further set out in Schedule B to this Agreement.

**"Customer Data"** means information, data and other content that is collected, downloaded or otherwise received, from Customer or an authorized user by or through the Services.

**"Cloudpermit Platform"** has the meaning set out in Clause 2.1.

**"Force Majeure"** means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including war, act of foreign enemies, hostilities (regardless of whether war is declared), terrorist activities, strikes, lockouts,



pandemics, interruption or failure of electricity, and Acts of God (including fire, flood, earthquake, hurricane, or other natural disaster), but not including insolvency or lack of funds.

**"General Communications Network"** means communication networks owned and operated by Internet Service Providers which allow individuals to access the internet, and by extension, the service.

**"Identifiers"** means a username and password that associates an individual with their user account or user ID on the service.

**"Party"** and **"Parties"** means Cloudpermit and its affiliates and/or Customer.

**"Personal Information"** means any information about an identifiable individual or information of the type that is regulated by the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 (PIPEDA).

**"Service(s)"** means the Services set out in Schedule "A" to this Agreement and includes the Implementation Services.

**"Service Commencement Date"** means the earlier of (i) the date on which Cloudpermit notifies Customer in writing that the Implementation Services are complete, and (ii) thirty (30) calendar days from the Effective Date.

**"Service Fee"** means the subscription fee, the configuration fee and any other fee set out in the Order Form or otherwise agreed to in writing by the Parties.

**"Term"** has the meaning set out in Clause **Error! Reference source not found..**

**"User"** Means individual whom Customer (or, when applicable, Cloudpermit at Customer's request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, residents, employees, consultants, contractors of Customer, and third parties with which Customer transacts business.

## 2. Cloudpermit's RESPONSIBILITIES

- 2.1 During the Term, Cloudpermit will make the Services available to Customer (and its authorized users) pursuant to the term of this Agreement and to authorized e-permit applicants pursuant to the website terms and conditions of use available at [www.cloudpermit.com](http://www.cloudpermit.com). The Services include the integration, hosting, management, operation and maintenance of the Cloudpermit software application or applications and any third party or other software that Cloudpermit provides access to, and the use of, as a part of the Services, and all new versions, updates, revisions, improvements and modifications of the applications and software (collectively the **"Cloudpermit Platform"**).
- 2.2 Cloudpermit will use commercially reasonable efforts to keep the Services available for its users 24 hours a day, 7 days a week, except for scheduled downtime for routine maintenance, downtime or degradation due to a Force Majeure Event, any other circumstances beyond Cloudpermit's reasonable control (including use by Customer or any other user other than in compliance with the express terms of this Agreement).

- 2.3 Cloudpermit shall comply with applicable law in the delivery of the Services. Cloudpermit commits to ethical conduct and respect of human rights in the spirit of internationally recognized social and ethical principles and standards.

### 3. CUSTOMER'S RESPONSIBILITIES

- 3.1 The Services may at all times only be used by Customer: (a) for the benefit of Customer; (b) in or for the Customer's internal operations; (c) in association with the Customer's services; (d) by and through the individuals employed by Customer who are authorized to use the Services; and (e) in accordance with the conditions and limitations set out in this Agreement.
- 3.2 The Customer shall promptly, upon request by Cloudpermit, provide all necessary information and guidelines to Cloudpermit for providing the Service. The Customer ensures that the information and guidelines it provides are correct.
- 3.3 The Customer and each authorized user of the Services is required to maintain an internet connection at its own cost to access the Service.
- 3.4 Customer shall not, and shall not authorize any other person to, access or use the Services except as expressly permitted by this Agreement and, without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits: (a) copy, modify or create derivative works or improvements of the Services (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Services to any person, including on or in connection with any time-sharing, service bureau, software as a service, cloud or other technology or service; (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services; (d) access or use the Services other than by an authorized user through the use of his or her own then-valid access credentials; (e) input, upload, transmit or otherwise provide to or through the Services any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code; or (f) access or use the Services for purposes of competitive analysis of the Services, or the development, provision or use of a competing software service or product.

### 4. COMMENCEMENT OF SERVICES

- 4.1 The Implementation Services shall commence promptly following the Effective Date, as further set out in Schedule "B".
- 4.2 All other Services shall commence on the Services Commencement Date and continue until expiry of the Term or termination of this Agreement in accordance with its terms.

### 5. SERVICE FEE AND PAYMENT TERMS

- 5.1 In consideration of Cloudpermit's performance of its obligations under this Agreement, the Customer shall pay the Service Fees set out, and in the manner provided for, in the Order Form.

- 5.2 All Service Fees and other amounts payable by Customer and set out in this Agreement are exclusive of goods and services, harmonized sales, and other sales or services taxes or similar assessments.
- 5.3 Except as otherwise agreed by the Parties in writing prior to the commencement of any Renewal Term, the Annual Subscription Fee will increase by five percent (5%) for each Renewal Term.
- 5.4 All amounts payable to Cloudpermit under this Agreement shall be paid by Customer to Cloudpermit in full without any set-off, recoupment, counterclaim, deduction, debit or withholding for any reason
- 5.5 Any sum not paid by Customer when due will bear interest from the due date until paid at a rate of: (i) 1.5% per month or (ii) the maximum rate permitted by law, whichever is less, compounded monthly not in advance.
- 5.6 Invoices shall be sent to the Customer address or email address as stated in the Order Form.

## 6. CHANGES

- 6.1 Cloudpermit reserves the right to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Cloudpermit's services to its customers, the competitive strength of or market for Cloudpermit's services. or the cost efficiency or performance of the Services; or (b) to comply with applicable law.
- 6.2 If Cloudpermit will make reasonable efforts to notify Customer of any changes in advance or, where such notice is not commercially reasonably possible, then without delay after following the change.

## 7. CUSTOMER DATA, PRIVACY AND PROTECTION

- 7.1 The Parties shall comply with all applicable privacy and data protection laws in force during the Term of this Agreement.
- 7.2 Cloudpermit shall take all reasonable measures to ensure that personal data held in connection with the Agreement is protected against loss, and against unauthorized access, use, modification, disclosure or other misuse. Neither Party is responsible for the data security of the general communications network or any disturbance in the general communications network.
- 7.3 Cloudpermit shall not cause or permit any Customer Data to be collected, reproduced, stored or otherwise processed in any manner or for any purpose other than the performance of the Services in compliance with the obligations and restrictions set out in this Agreement.
- 7.4 As between Customer and Cloudpermit, Customer is and shall remain the sole and exclusive owner of all right, title, and interest in and to Customer Data, including Personal Information.

- 7.5 During the Term, Customer hereby grants to Cloudpermit such rights and permissions in or relating to the use and processing of Customer Data as are required to perform or improve the Services.
- 7.6 Cloudpermit will promptly notify Customer in writing if Cloudpermit becomes aware of any unauthorized access, use or other act respecting Customer Data or if Cloudpermit becomes the subject of any government, regulatory, or other investigation or proceeding relating to its privacy, data security or handling practices.
- 7.7 Cloudpermit will provide a mechanism for the Customer to download all Customer Data. Cloudpermit will maintain a backup of Customer Data during the Term, for an orderly and timely recovery of such data in the event that services are interrupted, such backup to occur nightly to off-site locations. Databases will be backed-up to a secondary database server in near real-time. Cloudpermit will maintain its backups of Customer Data so that the data is recoverable within 24 hours at any point in time and which will restore the basic system functionality with a full recovery point within 24-48 hours.
- 7.8 The Client's data is an asset of the Client and will be available for download and transfer at no additional cost and at any time. Evolta has a right to use and access the Client's data at no additional cost. Evolta will provide a mechanism for the Client to download all data, and defined subsets, on demand, into a usable format. Evolta is responsible for maintaining a backup of Client data, for an orderly and timely recovery of such data in the event that services are interrupted, minimally to occur nightly to both on-site and off-site locations. Databases will be backed-up to a secondary database server in near real-time. Evolta will maintain a backup of Client data that is recoverable within 24 hours at any point in time and which will restore the basic system functionality with a full recovery point within 24-48 hours. Backup Client data shall only be destroyed in accordance with this Service Agreement. Evolta will provide the Client with at least thirty (30) days written notice before Evolta purges Client data in accordance with this Service Agreement. Evolta shall not disclose or provide in any shape or form the data of the Township to any third parties without the express written consent of the Township

## 8. IDENTIFIERS AND THEIR USE

- 8.1 Cloudpermit shall deliver to the Customer identifiers necessary for access to and use of the Service in accordance with the Agreement.
- 8.2 The Customer shall be responsible for ensuring that its authorized users maintain the confidentiality of identifiers and do not disclose them to third parties. The Customer shall be responsible for the use of the Service by its employees, agents or its authorized users using the Customer's identifiers.
- 8.3 The Customer undertakes to notify Cloudpermit without delay if an identifier has been disclosed to a third party or if the Customer suspects that an identifier is being misused.
- 8.4 Upon written request by Cloudpermit, the Customer is obliged to change the identifier required for using the Service if this is necessary, for example, due to a data security risk related to the Service.

## 9. DATA LOCATION

- 9.1 The servers used by Cloudpermit to provide the Services and all data regarding the Services will be hosted in Canada.

## 10. WARRANTIES

- 10.1 Each Party represents and warrants to the other Party that it has all required power and capacity to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement.
- 10.2 Customer represents, warrants and covenants to Cloudpermit that Customer owns or otherwise has, and will have, the necessary rights and consents in and relating to the Customer Data so that, as received by Cloudpermit and processed in accordance with this Agreement, it does not and will not infringe, misappropriate or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable law.
- 10.3 EXCEPT FOR THE EXPRESS WARRANTIES SET OUT IN THIS AGREEMENT, ALL SERVICES AND MATERIALS PROVIDED BY ONE PARTY TO THE OTHER HEREUNDER ARE PROVIDED "AS IS". CLOUDPERMIT HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER THIS AGREEMENT, AND CLOUDPERMIT SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE.

## 11. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

- 11.1 The Customer acknowledges that, as between the Customer and Cloudpermit, Cloudpermit owns all right, title, and interest, including all intellectual property rights, in and to the Services.
- 11.2 If the Customer or any of its employees or contractors sends or transmits any communications or materials to Cloudpermit by mail, email, telephone, or otherwise, suggesting or recommending changes to the Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like, Cloudpermit is free to use and incorporate such feedback irrespective of any other obligation or limitation between the Parties governing such feedback for any purpose whatsoever and without the requirement to pay any compensation to the Customer.

## 12. INDEMNITY

- 12.1 Cloudpermit shall indemnify, defend and hold harmless the Customer from and against any and all losses, damages, liabilities, claims, penalties, fines, costs or expenses of whatever kind, including legal fees, disbursements and charges, and the cost of enforcing any right to indemnification and the cost of pursuing any insurance providers

("Losses") incurred by the Customer to the extent arising out of or relating to any claim by a third party (other than an Affiliate of the Customer) that the Customer's use of the Services (excluding the Customer Data) in compliance with this Agreement infringes an intellectual property right, provided that the foregoing obligation does not apply to any claim or Losses arising out of or relating to any access to or use of the Services in a manner contrary to any instructions provided by Cloudpermit or in combination with any hardware, system, software, network or other materials or service not provided or authorized in writing by Cloudpermit.

- 12.2 The Customer shall indemnify, defend and hold harmless Cloudpermit from and against any and all Losses incurred by Cloudpermit to the extent arising out of or relating to any claim by a third party (other than an Affiliate of Cloudpermit) that such Losses arise out of or relate to any (a) the Customer Data; or (b) any other materials or information provided by or on behalf of the Customer or any authorized user.
- 12.3 If any of the Services are, or in Cloudpermit's reasonable opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third party intellectual property right, or if the Customer's or any authorized user's use of the Services is enjoined or threatened to be enjoined, Cloudpermit may, at its option and sole cost and expense: (a) obtain the right for the Customer to continue to use the Services materially as contemplated by this Agreement; (b) modify or replace the Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services provided under this Agreement; or (c) by written notice provided sixty (60) calendar days in advance to the Customer terminate this Agreement with respect to all or part of the Services (providing a pro-rated refund for any prepaid Services), and require the Customer to immediately cease any use of the Services and Cloudpermit Materials or any specified part or feature thereof.

### 13. LIMITATION OF LIABILITY

- 13.1 IN NO EVENT WILL EITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONTRACT, TORT OR OTHERWISE, WHATEVER THE CAUSE THEREOF, FOR ANY LOSS OF PROFIT, BUSINESS, REVENUE OR GOODWILL, DAMAGES CAUSED BY DELAYS, OR A FAILURE TO REALIZE EXPECTED SAVINGS, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, AGGRAVATED OR PUNITIVE COST, DAMAGES OR EXPENSE OF ANY KIND, HOWSOEVER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, WHETHER OR NOT SUCH DAMAGES, COSTS, LOSSES OR EXPENSES COULD REASONABLY BE FORESEEN OR WHETHER OR NOT THEIR LIKELIHOOD HAS BEEN DISCLOSED.
- 13.2 NEITHER PARTY SHALL BE LIABLE FOR THE DESTRUCTION, LOSS OR ALTERATION OF THE OTHER PARTY'S DATA OR DATA FILES, NOR FOR ANY DAMAGES AND EXPENSES INCURRED AS A RESULT, INCLUDING EXPENSES INVOLVED IN THE RECONSTRUCTION OF DATA FILES.
- 13.3 EXCEPT FOR LIABILITY ARISING FROM INDEMNIFICATION PURSUANT TO THE TERMS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID OR PAYABLE TO CLOUDPERMIT

PURSUANT TO THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. MAXIMUM LIABILITY BEING AMOUNT OF SIX (6) MONTH SUBSCRIPTION FEE.

#### 14. CONFIDENTIALITY

- 14.1 In connection with this Agreement each Party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other Party (as the "**Receiving Party**"). Subject to Clause 14.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including, information consisting of, or relating to, the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers and pricing and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential". Without limiting the generality of the foregoing, the financial terms of this Agreement are the Confidential Information of Cloudpermit and, any 'record' or 'Personal Information' as defined by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, is confidential information of a Customer.
- 14.2 Confidential Information shall not include any data or information: (i) that, at the time of disclosure, is in or, after disclosure, becomes part of the public domain, through no act or failure on the part of the Receiving Party, whether through breach of this Agreement or otherwise; (ii) that, prior to disclosure by the Disclosing Party, was already in the possession of the Receiving Party, as evidenced by written records kept by the Receiving Party in the ordinary course of its business, or as evidenced by proof of actual prior use by the Receiving Party; (iii) independently developed by the Receiving Party, by persons having no direct or indirect access to the Disclosing Party's Confidential Information provided that the Receiving Party provides clear and convincing evidence of such independent development; (iv) which, subsequent to disclosure, is obtained from a third person: (A) who is lawfully in possession of the such information; (B) who is not in violation of any contractual, legal, or fiduciary obligation to either Party, as applicable, with respect to such information; and (C) who does not prohibit either Party from disclosing such information to others; or (v) is further disclosed with the prior written consent of the Disclosing Party, but only to the extent of such consent.
- 14.3 Each Party shall, and shall cause its employees, agents and contractors to hold Confidential Information of the other Party in confidence, and shall use the same degree of care by instruction, agreement or otherwise, to maintain the confidentiality of the other Party's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but with at least a reasonable degree of care commensurate with the nature and importance of such Confidential Information. Each Party agrees not to make use of Confidential Information other than for the exercise of rights or the performance of obligations under this Agreement, and not to release, disclose, communicate it or make it available to any third person other than employees, agents and contractors of the Party who reasonably need to know it in connection with the exercise of rights or the performance of obligations under this Agreement.



- 14.4 In the event that any Party receives a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental authority, such Party agrees to: (i) immediately notify the other Party of the existence, terms and circumstances surrounding such a request; (ii) consult with the other Party on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Confidential Information is required, exercise commercially reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the disclosed Confidential Information which the other Party so designates.
- 14.5 Each Party acknowledges and agrees that any unauthorized use or disclosure by it of any of the other Party's Confidential Information, in whole or part, will cause irreparable damage to the Disclosing Party, that monetary damages would be an inadequate remedy and that the amount of such damages would be extremely difficult to measure. The Receiving Party agrees that the Disclosing Party shall be entitled to seek temporary and permanent injunctive relief to restrain the Receiving Party from any unauthorized disclosure or use. Nothing in this Agreement shall be construed as preventing the Disclosing Party from pursuing any and all remedies available to it for a breach or threatened breach of a covenant made in this Clause, including the recovery of monetary damages from the Receiving Party.
- 14.6 Cloudpermit is entitled to identify the Customer as a user or former user of the Service without breaking any confidentiality obligation.

## 15. TERM AND TERMINATION

The term of this Agreement commences as of the Effective Date and, unless terminated earlier under any of this Agreement's express provisions, will continue in effect for three (3) years from the Service Commencement Date (the "Initial Term"). The client may optionally extend the Initial Term by up to two years by providing written notice of their intent to extend at least six (6) months prior to the end of the Initial Term. Upon expiration of the Initial Term, this Agreement will automatically renew for subsequent five (5) year renewal terms (each a "Renewal Term") (the Initial Term and any Renewal Terms are collectively referred to as the "Term") until terminated in accordance with the provisions of this Agreement unless written notice is provided by either Party at least thirty (30) calendar days prior to the Renewal Term of its intention no to renew the Agreement.

- 15.1 Either Party may terminate this Agreement by giving written notice to the other Party upon the occurrence of any of the following: (a) the other Party defaults with respect to a material obligation under this Agreement and does not remedy that default within ten (10) Business Days after receiving written notice of the default; or (b) the other Party: (i) makes a general assignment for the benefit of its creditors; (ii) has issued against it a bankruptcy order or otherwise becomes subject to any involuntary proceeding under any domestic or foreign bankruptcy law; or (iii) commences or institutes any application, proceeding or other action under any law relating to bankruptcy, insolvency, winding-up, reorganization, administration, plan of arrangement, relief or protection of debtors, compromise of debts or similar laws.



15.1.1 Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement: (a) all rights, licenses, consents and authorizations granted by either Party to the other will immediately terminate; (b) notwithstanding anything to the contrary in this Agreement, with respect to Confidential Information then in its possession or control: (i) the Receiving Party may retain the Disclosing Party's Confidential Information in its then current state and solely to the extent and for so long as required by applicable law, (ii) Cloudpermit may retain Customer Data in its backups, archives and disaster recovery systems until such Customer Data is deleted in the ordinary course, (iii) all information and materials described in this Clause will remain subject to all confidentiality, security and other applicable requirements of this Agreement; and (c) Cloudpermit may disable all Customer and authorized user access to the Services.

15.2 Termination or expiry of this Agreement shall be without prejudice to any rights, remedies or obligations of the Parties accrued under this Agreement prior to termination or expiry.

## 16. FORCE MAJEURE

16.1 Neither Party shall be liable for failure to fulfill or for delay in fulfilling its obligations required hereunder due to a Force Majeure Event.

16.2 The Party whose performance under this Agreement is prevented or delayed by an Force Majeure Event must advise the other Party by notice in writing of the occurrence of the Force Majeure Event as soon as possible and shall do all things reasonably possible to mitigate any loss being caused to the other Party by reason of the Force Majeure Event. The Party shall also notify the other Party of the termination of Force Majeure Event.

## 17. NOTICES

17.1 Every notice or other communication hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the Party for whom it is intended, if delivered by registered or certified mail, return receipt requested, or by a national courier service, or if sent by email (receipt of which is confirmed) to the following contact person:

Cloudpermit: Paul Turenne,  
[paul.turenne@cloudpermit.com](mailto:paul.turenne@cloudpermit.com),  
(613)-400-7751

Customer: Peter Young  
Director of Planning  
26 Pitt Street  
Cornwall, ON  
K6J 3P2  
[pyoung@sdgcounties.ca](mailto:pyoung@sdgcounties.ca)  
(613) 932-1515 x 1266

17.2 Any such notification shall be deemed delivered: (a) upon receipt, if delivered personally; (b) on the next Business Day, if sent by national courier service for next business day delivery or if sent by email. Any correctly addressed notice or last known address of the other Party that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities by mail, through messenger or commercial express delivery services.

## 18. ASSIGNMENT

18.1 Neither party may assign or transfer this Agreement or any right under this Agreement without the prior written consent of the other party, except to an Affiliate or successor in interest by merger, acquisition or reorganization.

## 19. AMENDMENTS AND WAIVERS

19.1 No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all Parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

## 20. SEVERABILITY

20.1 If a provision of this Agreement is or becomes invalid, ineffective or unenforceable, the validity, effectiveness or enforceability of the remaining provisions shall remain unaffected. The Parties will replace the invalid, ineffective or unenforceable provision immediately with a valid, effective or unenforceable provision which comes as close as possible to the economical spirit or purpose of the provision to be replaced.

## 21. APPLICABLE LAW AND DISPUTES

21.1 The Agreement is governed by the laws of the Province of Ontario and the laws of Canada (excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction). Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or relating hereto.

## 22. CONTINUING TO PERFORM

22.1 Except in the event of termination of this Agreement pursuant to its terms, during a dispute or notice or cure period, Cloudpermit will continue to fulfill all its obligations under this Agreement, and Customer will continue to make payments required by the Agreement.

## 23. ENTIRE AGREEMENT

- 23.1 This Agreement is the complete agreement between the Parties concerning the subject matter of this Agreement and replaces any prior oral or written communications between the Parties whether collateral or otherwise including the terms set out in any Customer purchaser order. There are no conditions, understandings, agreements, representations, or warranties expressed or implied, that are not specified in this Agreement. In the event and to the extent of an inconsistency or conflict between any of the terms of this Agreement, including its schedules and appendices, and any other documents incorporated herein by reference, the conflict or inconsistency shall be resolved by giving those provisions and documents the following order of descending precedence: (1) the Order From; (2) these General Terms and Conditions; (3) the Schedules; (4) any Appendixes; (5) any other document referenced by this Agreement.

## 24. RELATIONSHIP

- 24.1 The Parties are independent contractors, and no other relationship is intended. Nothing herein shall be deemed to constitute either Party as an agent, representative or employee of the other Party, or both Parties as joint venturers or partners for any purpose. Neither Party shall act in a manner that expresses or implies a relationship other than that of independent contractor. Each Party shall act solely as an independent contractor and shall not be responsible for the acts or omissions of the other Party. Neither Party will have the authority or right to represent nor obligate the other Party in any way except as expressly authorized by this Agreement.

## 25. NO THIRD PARTY BENEFICIARIES

- 25.1 This Agreement is for the sole benefit of the Parties and their respective permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy.

## 26. CHOICE OF LANGUAGE

- 26.1 The Parties confirm that it is their express wish that this Agreement, as well as any other documents related to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté expresse que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en langue anglaise seulement

## 27. EXECUTION

- 27.1 This Agreement may be executed in two or more identical counterparts (including by way of facsimile and electronic transmission), each of which when executed by a Party will be deemed an original and such counterparts together will constitute one and the

same Agreement. This Agreement will be effective from the Effective Date, regardless of any other dates appearing in the execution block.



## Cloudpermit e-permit Service Agreement

### Schedule "A" – Services

1. The Implementation Services, as further set out in Schedule "B".
2. The Cloudpermit ePermitting Platform

The service is a web-based, Software-as-a-Service (SaaS) which facilitates the management and delivery services offered by municipal building, planning, and public works departments (development services). The Service is a virtual workspace where both public and municipal stakeholders, as well as 3rd party agencies and authorities, can interact and collaborate on the initiation and completion of development services activities.

The Service easily integrates with common municipal software platforms such as GIS software, financial software, and back-office case management software. The Service can also be integrated with specific tools such as electronic plans review software. The Service is platform agnostic and can be accessed by any device with a stable internet connection. The Service is compliant with AODA standards for accessibility and use.

The Service provides the following functionality:

- General information inquiries
- Workflow management
- Task management, notifications, and reminders
- Application submission, review, and approvals
- Online Payments
- Integration of 3rd party individuals and/or organizations into real time workflow
- Reporting database is provided for custom/ad-hoc reports

3. Cloudpermit's standard customer support services in accordance with the Cloudpermit service support schedule then in effect. Cloudpermit may amend the support schedule from time to time in its sole discretion. Cloudpermit's Support Level Agreement (SLA) is fully referenced in Schedule "C" Support Level Agreement.

---

Evolta Software Inc.  
 Regus Brookfield Place  
 1616 Bay St,  
 Toronto, Ontario, M5J 2S1  
 Canada

[www.cloudpermit.com](http://www.cloudpermit.com)

16

Evolta Software Inc.  
Regus Brookfield Place  
1616 Bay St,  
Toronto, Ontario, M5J 2S1  
Canada

---

[www.cloudpermit.com](http://www.cloudpermit.com)



## Schedule "B" – Implementation Services

1. As soon as practicable following execution of this Agreement, Cloudpermit will deliver to Customer a project plan for the implementation of the Service by the applicable Service Commencement Date (the "**Implementation Plan**").
2. On receipt of the Implementation Plan, Customer shall have five (5) Business Days to approve or raise objections to the Implementation Plan. If Customer raises any objections, the parties shall negotiate in good faith to amend the Implementation Plan. If Customer does not raise any written objection to the Implementation Plan by the date first set out above, Customer shall be deemed to have accepted the Implementation Plan.
3. Successful delivery of the Implementation Services by the Service Commencement Date will require that Customer, on a timely basis:
  - (a) perform any obligations identified as Customer responsibilities in the Implementation Plan;
  - (b) provide the Customer information and materials set out in paragraph 5 below (the "**Principal Customer Materials**") and all such other resources as may be specified in the Implementation Plan;
  - (c) provide Cloudpermit with such additional information, and where necessary access to, the Customer's operating environment as is required for Cloudpermit from time to time to perform its obligations on a timely basis as set forth in the Implementation Plan;
  - (d) participate with suitably qualified and authorized personnel in all meetings scheduled in, or in accordance with, the Implementation Plan and such other meetings as may be scheduled on at least three (3) Business Days' prior notice;
  - (e) provide all consents, approvals, exception notices and other communications specified in the Implementation Plan or as otherwise may be required under this Agreement; and
  - (f) provide all cooperation and assistance Cloudpermit reasonably requests to enable Cloudpermit to exercise its rights or perform its obligations under this Agreement.
4. Cloudpermit is not responsible or liable for any late delivery or delay or failure of performance, including any delay in the Service Commencement Date, caused in whole or in part by Customer's delay in performing, or failure to perform, any of

---

Evolta Software Inc.  
Regus Brookfield Place  
1616 Bay St,  
Toronto, Ontario, M5J 2S1  
Canada

[www.cloudpermit.com](http://www.cloudpermit.com)

18

---

Evolta Software Inc.

its obligations set out in this Schedule B. In the event of any such delay or failure, Cloudpermit may, by written notice to Customer, extend all or any subsequent due dates for milestones set out in the Implementation Plan as Cloudpermit deems reasonably necessary.

5. Principal Customer Materials. Customer will provide the following information and materials to Cloudpermit during the applicable week following acceptance of the Implementation Plan:
  - (a) Contact information for GIS technician who can assist with the integration of the Client's GIS system with Cloudpermit
  - (b) Schedule of current planning application fees
  
6. Cloudpermit and the Client agree that the following services, tasks, and/or deliverables are considered outside the scope of this agreement and associated
  - (a) Data migration
  - (b) Integration with software other than the Client's GIS system

---

Evolta Software Inc.  
Regus Brookfield Place  
1616 Bay St,  
Toronto, Ontario, M5J 2S1  
Canada

[www.cloudpermit.com](http://www.cloudpermit.com)

19



Cloudpermit e-permit Service Agreement

Schedule "C" – Service Level Agreement for Customer Support



Service Level Agreement of  
Cloudpermit Software as a Service



<b>1. OBJECTIVE</b>	<b>22</b>
<b>2. DEFINITIONS</b>	<b>22</b>
<b>3. USER ROLES AND CUSTOMER DEFINITIONS</b>	<b>23</b>
<b>4. GLOBAL CLOUDPERMIT TECHNICAL SUPPORT SERVICES AND TARGETS</b>	<b>24</b>
<b>5. CUSTOMER SUPPORT ESCALATION MODEL</b>	<b>27</b>
<b>6. RESPONSIBILITIES</b>	<b>28</b>
6.1 Service Provider's Responsibilities	28
6.2 Customer Responsibilities	28
<b>7. NOTIFICATIONS AND REPORTING OF PERFORMANCE</b>	<b>29</b>

Evolta Software Inc.  
Regus Brookfield Place  
1616 Bay St,  
Toronto, Ontario, M5J 2S1  
Canada

[www.cloudpermit.com](http://www.cloudpermit.com)

21

## 1. Objective

The purpose of this Service Level Agreement (SLA) is to specify the requirements of the Cloudpermit Software as a Service (SaaS) as defined with regards to:

- Requirements for SaaS that will be provisioned to the Customer
- Agreed service targets
- Criteria for issue severity and escalation model
- Roles and responsibilities of Cloudpermit and the Customer
- Supporting processes, limitations, exclusions, and deviations

## 2. Definitions

**SaaS:** Software as a Service is a cloud-based software distribution model in which the Service Provider hosts web application(s) and makes them available to users anytime (24/7/365) via the Internet

**Cloudpermit:** Service Provider's online permit/application service (SaaS)

**Service Provider:** Cloudpermit (formerly Evolta Oy) is the company that provides the Software as a Service (SaaS)

**Customer:** Subscriber of Cloudpermit SaaS

**Support Portal:** Service Provider's Customer Care Online Support Services Portal

**Cloudpermit Customer Success Specialist:** A representative of the Service Provider who manages the online Cloudpermit Support Portal

**Holidays:** The Civic holidays in the country where the Service Provider operates and provides the SaaS

**Production Environment:** The online Cloudpermit environment in which real applications are processed and managed

**Local Business Process Expert:** A representative chosen by the Service Provider's Customer who is knowledgeable on how to use the service (how to fill out applications)

**End User:** Any External User or Customer User using Cloudpermit SaaS



### 3. User Roles and Customer Definitions

**External Users:** Members of the general public using the Cloudpermit SaaS as one (or more) of the following role(s) (not limited to): Applicants, Payers, Designers, Property Owners, Architects, Utility Providers, Engineers, Members of a Corporation, Lawyers, Users of the stakeholder departments and agencies in the application circulation etc.

**Customer Users:** Members of the municipal department that use the Cloudpermit SaaS as one (or more) of the following role(s): Administrators, Customer Service Representatives (CSR), Plans Reviewers, Dispatchers, Inspectors, Reporting Users, Cashiers etc.

**Cloudpermit Customer Support:** Service Provider's Customer Success Specialist(s)

**Cloudpermit Technical Support:** Service Provider's technical specialists who develop and maintain Cloudpermit SaaS



#### 4. Global Cloudpermit Technical Support Services and Targets

The various ways of providing support, operating hours, as well as Cloudpermit technical support response times are presented in the table below.

	<b>Customer Users (Municipality Users)</b>	<b>External Users (Applicants, Designers, Architects, etc....)</b>
Self-guided resources such as written instructions at Support Portal	✓	✓
Self-guided resources such as instructional videos and webinars at Support Portal	✓	✓
Self-guided resources such as discussion forum(s) at Support Portal	✓	
Support by email and via support request forms	✓	✓
Support by automated bot	✓	✓
Operating hours	8 a.m. – 4.30 p.m. Mon – Fri (excluding Holidays)	
Response times for various impact levels <sup>1)</sup>		
<b>First response by Service Provider</b>		

---

Evolta Software Inc.  
 Regus Brookfield Place  
 1616 Bay St,  
 Toronto, Ontario, M5J 2S1  
 Canada  
[www.cloudpermit.com](http://www.cloudpermit.com)





Blocker	4 hours	Best effort
Critical	1 working day	Best effort
Major	2 working days	Best effort
Minor	Not defined	
Trivial	Not defined	
<b>Resolution times in the Production Environment</b>		
Blocker	2 working days	Best effort
Critical	3 working days	Best effort
Major	5 working days	Best effort
Minor	Not defined	
Trivial	Not defined	
Products covered	All	

1) Definitions for impact levels (alternative categorization):

---

Evolta Software Inc.  
 Regus Brookfield Place  
 1616 Bay St,  
 Toronto, Ontario, M5J 2S1  
 Canada  
[www.cloudpermit.com](http://www.cloudpermit.com)



<b>Blocker (Urgent)</b>	Cloudpermit Production Environment down or major malfunction affecting business and high number of staff
<b>Critical (High)</b>	Serious degradation of Cloudpermit Production Environment or functionality
<b>Major (Medium)</b>	Cloudpermit Production Environment issue that has only a moderate impact to the business
<b>Minor (Low)</b>	Issue or question with limited business impact

Additional targets for Cloudpermit SaaS are:

<b>Metric</b>	<b>Target</b>
Availability/Uptime of the Production Environment	99.9%
Reliability – how often a major failure occurs	> 1 year (Less than 1 per Year)
Full backup frequency	< 7 days
Incremental data (all changes) backup frequency	Daily
Data retention (years available online)	As specified in the Customer's retention plan or 7 years from submission date
Time to provide data in usable Freedom of Information/Discovery/Litigation format agreeable by Customer and Service provider – if requested by Customer	< 30 days
Provision of new versions, fixes, adjustments, upgrades	At least every 3 months
Notification of Data Breach (Maximum)	< 48 hours

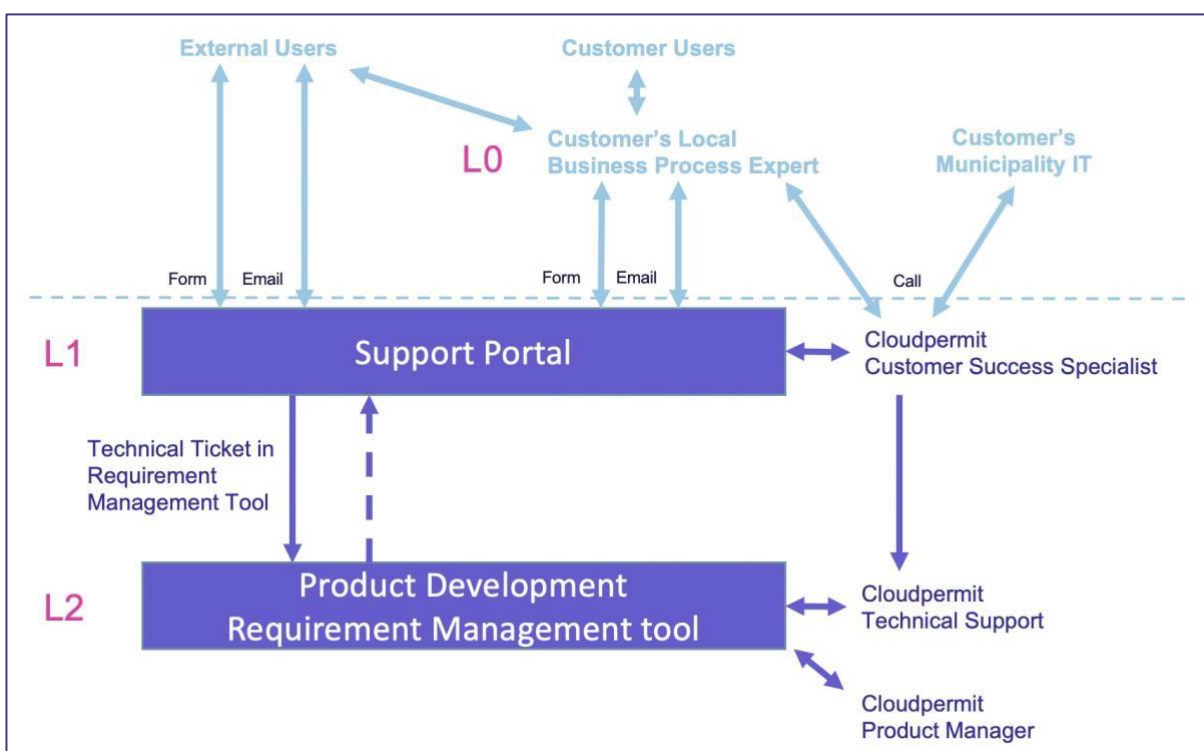
Evolta Software Inc.  
 Regus Brookfield Place  
 1616 Bay St,  
 Toronto, Ontario, M5J 2S1  
 Canada  
[www.cloudpermit.com](http://www.cloudpermit.com)

26

Notification of planned/scheduled outage dates including duration and impact (minimum lead time)	10 days
Notification of intent to discontinue service (minimum lead time per Section 30 of Agreement)	1 year

### 5. Customer Support Escalation Model

All support tickets submitted to the Service Provider’s Support Portal will be created by End Users. The graphic below illustrates the technical support escalation model.



**Level 0:**

Support for External Users and Customer Users will be provided by Customer’s Local Business Process Experts regarding how to use Cloudpermit (e.g., how to fill out planning applications).

**Level 1:**

Evolta Software Inc.  
 Regus Brookfield Place  
 1616 Bay St,  
 Toronto, Ontario, M5J 2S1  
 Canada  
 www.cloudpermit.com





Support for External Users and Customer Users will be provided by Cloudpermit Customer Support regarding how to use Cloudpermit. The support shall be provided only to the issues submitted via Cloudpermit's Support Portal (as a form) or via support email.

Access to the Cloudpermit Support Portal includes self-guided resources such as written instructions, instructional videos, request forms, online training materials, discussion forums, manuals, and FAQs available at **[INSERT SUPPORT PORTAL URL HERE]**. (e.g., in Canada this is <https://support-ca.cloudpermit.com>)

**Level 2:**

Cloudpermit Customer Support contacts Cloudpermit Technical Support in cases where further escalation is needed.

## 6. Responsibilities

### 6.1 Service Provider's Responsibilities

Service Provider shall provide upgrades, fixes, and adjustments of the Cloudpermit SaaS regularly according to the mentioned targets in Chapter 4 and provides proactive guidance for future changes.

### 6.2 Customer Responsibilities

The Customer shall provide all necessary information and assistance related to the service performance that allows Cloudpermit to meet the performance standards as outlined in this document.

The Customer informs the Service Provider regarding changing business requirements that may necessitate a review, modification, or amendment of the SLA.

If the Customer suspects an error in Cloudpermit SaaS Production Environment, it shall notify the Service Provider through Cloudpermit's Support Portal where the Customer shall provide a detailed description of the problem, replicate the problem (if possible), and other assistance as the Service Provider may reasonably request to allow it to investigate the problem.

The Customer shall provide the Service Provider controlled access to its relevant data through a dedicated secure connection to allow the Service Provider to carry out its support obligations.

The Customer shall incorporate Cloudpermit system processes updates, and changes on the Customer's other systems as they relate to the accurate functionality of Cloudpermit after testing and validation per the Customer's requirements.

The Customer shall inform the Service Provider of changes to business requirements that may necessitate a review or modification of Cloudpermit's SaaS (e.g., Geographic



Information System environment changes or other back-office systems/services which are integrated with Cloudpermit).

Notifications of planned/scheduled outages/changes shall be sent to the Service Provider 15 business days in advance. Along with the notification, the Customer is responsible to provide all relevant details of changes with the notification and perform their own integration testing after a new release for testing is provided by the Service Provider.

## 7. Notifications and Reporting of Performance

Service Provider will inform the Customer regarding scheduled and unscheduled service outages due to maintenance, troubleshooting, disruptions, or as otherwise necessary.

Notifications of planned/scheduled outages will be sent to the Customer 5 business days in advance detailing the date, duration, maintenance times, and other potential impacts to Cloudpermit. The Service Provider shall notify unscheduled outages to the Customer within one hour when possible.



## MONTHLY ACTIVITY SUMMARY

CAO

June 21, 2021

### WORK COMPLETED:

- May 18<sup>th</sup>, 25<sup>th</sup>, 31<sup>st</sup>, June 8<sup>th</sup>, 14<sup>th</sup> – Weekly management team meetings
- May 18<sup>th</sup>, 25<sup>th</sup>, 31<sup>st</sup>, June 8<sup>th</sup>, 14<sup>th</sup> – Weekly Corporate Services Department meetings
- May 18<sup>th</sup>, 25<sup>th</sup>, June 1<sup>st</sup>, 7<sup>th</sup>, 15<sup>th</sup> – Weekly Covid-19 briefings with Dr. Paul
- May 19<sup>th</sup> – Eastern Ontario Regional Network (EORN) briefing for municipal officials
- May 21<sup>st</sup>, June 4<sup>th</sup> – Progress meeting with education review working group
- May 26<sup>th</sup>, - Regional Incentives Program review meeting
- May 26<sup>th</sup>, - Archives digitization meeting with MP Duncan
- May 27<sup>th</sup> – Meeting with North Stormont staff re planning services
- May 27<sup>th</sup> – Road safety task force meeting
- May 27<sup>th</sup> – Meeting with South Dundas staff re planning services
- May 27<sup>th</sup> – IT recruitment interview
- June 10<sup>th</sup> – Q2 Police Services Board meeting
- June 11<sup>th</sup> – EOWC CAO's planning meeting
- June 11<sup>th</sup> – Special Council meeting
- June 16<sup>th</sup> – Annual CPPG meeting with UCDSB and CDSBEO
- June 17<sup>th</sup> – Q2 SDG CAO's meeting
- June 7<sup>th</sup> – Return to office for administration building staff
- Corporate insurance renewal

### WORK IN PROGRESS:

- Annual performance reviews for all County staff
- Education review
- Preparation for AMO conference in August
- Archival digitization project
- Review of corporate Personnel Policy Manual
- Corporate Job Description review
- Office space allocation



## MONTHLY ACTIVITY SUMMARY

### CORPORATE SERVICES

June 21, 2021

#### WORK COMPLETED:

- Attended weekly virtual Director's meetings
- Attended regular virtual Corporate Services staff meetings
- Attended various meetings with eSCRIBE re: implementation of new meeting and agenda management system. Administrator training: May 31<sup>st</sup> – June 3<sup>rd</sup>, Report Manager training: June 8<sup>th</sup>
- Assembled and circulated May 19<sup>th</sup> Special County Council agenda
- Assembled and circulated May 27<sup>th</sup> Road Safety Task Force agenda
- Assisted with recruitment for Business Systems Coordinator position
- Attended SDG Clerks virtual meeting on June 2<sup>nd</sup>
- Assembled and circulated June 7<sup>th</sup> Special County Council agenda
- Assembled and circulated June 10<sup>th</sup> Police Services Board agenda
- Assembled and circulated June 11<sup>th</sup> Emergency Special County Council agenda
- Attended AMCTO Annual Conference (virtual) June 14<sup>th</sup> – 16<sup>th</sup>
- Prepared various meeting minutes, reviewed staff reports
- Attended AMCTO Records Management Webinar – May 18<sup>th</sup>. Continued research re: Corporate Records Management systems and best practices.
- Scanning/filing records

#### WORK IN PROGRESS:

- Ongoing implementation of new meeting and agenda management system (eSCRIBE)
- Ongoing by-law inventory (digital copies)
- Agenda preparation for July Council meeting



## MONTHLY ACTIVITY SUMMARY

### FINANCIAL SERVICES

June 21, 2021

#### WORK COMPLETED:

- Weekly director meetings and staff meetings
- KPMG, Service Delivery Review meeting, May 19, 2021
- Submitted Financial Information Return (FIR), May 26, 2021
- KPMG, Service Delivery Review meeting, May 26, 2021
- KPMG, Opportunities Review meeting, May 28, 2021
- Court Services Interviews, May 31 & June 1, 2021
- Federal Gas Tax Audit review meeting (AMO), June 2, 2021
- Employment Law Conference (Virtual), June 17, 2021
- Insurance/Cyber Renewal, June 10, 2021
- Paymentus, False Alarm Online payments
- Service Delivery Review, Financial and Court Services
- 2020 Year End and Audit

#### WORK IN PROGRESS:

- Court Services Recruitment
- Federal Gas Tax Audit
- POA Annual Report 2020
- Purchasing policy review
- Part III Transfer from the Ministry of Attorney General
- Vadim Online Timesheets
- Asset management Planning
- Zoom for court proceedings
- Audio improvements Courtroom
- Asset Management Planning
- HRIS Software



## MONTHLY ACTIVITY SUMMARY

### TRANSPORTATION SERVICES

June 21, 2021

#### WORK COMPLETED:

##### Transportation

- Start-up design meeting with EVB for Martintown
- Variety of pre-consultation meetings for various developments
- Labour-Management meeting with CUPE staff
- Attended a local public works directors meeting
- Alexandria EA
- Cracksealing
- Met with representatives from EDP regarding project wind-up
- Meeting with landowner re: Alexandria Main Street
- Attended a SDG Road Safety Task Force meeting
- Completed the design for St. Andrews West
- Attended several EOLC IT2G committee meetings

##### GIS

- Tender maps for SDG Transportation Department.
- Completed maps for Contractors and students for on-the-job sites.
- North Dundas - Chesterville water infrastructure updates and water maps for OCWA.
- Provided GPS/GIS Field Data Collection support to Townships and OCWA.
- Updated Forestry 5-year Operation and Values maps.
- Provided South Stormont consultant with Municipal Drain data.
- Updated Tourism Signage map to be put up on website.
- Civic address and Road network updates. Sent out monthly 911 Map Guide & Street list.
- Provided ArcOnline/SDG Explorer updates and support as required.
- Various Map printout requests.
- Ontario East ConnectON website use and data refresh training.
- Additional GIS software training.

##### Forestry

- Attended SNC Forestry Committee meeting
- Working on Gallinger property acquisition
- Working with FOTST re: new portable

**WORK IN PROGRESS:**

- Cold in place
- Hot Mix
- CP Winchester Bridge Rehabilitation
- McPhee Bridge Rehabilitation
- OSIM Inspections
- Specialty Marking
- Specialty Paint Marking Inventory checks.
- Social Housing request for vacant properties (City of Cornwall)
- Helping South Stormont get organized with the GIS side of their Asset Management collection.
- Working with Lennox and Addington to create a Roads Needs Application for the Transportation Department.
- Working with ESRI to develop an updated Severance Application for County Planning Section.
- Continue to work on Natural Heritage Study as needed.
- Commuter Strategy Project.
- ArcGIS Server/Portal Set up.
- Data verification of address ranges for road network data and other data preparation for Next Generation 9-1-1 (NG 9-11) (continuous).
- COVID survey updates as needed.



## MONTHLY ACTIVITY SUMMARY

### PLANNING SERVICES

June 21, 2021

#### WORK COMPLETED:

- Pre-consultations for subdivisions in North Stormont, North Dundas, South Stormont, South Glengarry
- OPA pre-consultations in South Glengarry, North Stormont
- Meetings regarding employment areas in South Stormont and servicing options in North Stormont
- Site plan meetings in South Dundas, North Dundas
- Official Plan Amendment 6 (Housekeeping) received no appeals and is now in effect.
- Official Plan Amendment 7 (South Lancaster Employment Area) has been circulated and a public meeting is scheduled for June 21
- Severances:
  - 24 new applications processed since May 6, 2021.
  - Review day held May 19, 2021, & June 10, 2021, upcoming review June 23, 2021.
  - 2 files deferred.
  - 20 severances granted since May 6, 2021.
  - 21 files completed since May 6, 2021.
  - 31 files awaiting circulation.
- Severance applications received as of June 11:
  - 2021: 122
  - 2020: 39
  - 2019: 37
  - 2018: 53
  - 2017: 64
  - 2016: 56
  - 2015: 40

#### WORK IN PROGRESS:

- Meeting with all local municipalities and Conservation Authorities to review priorities, projects and potential service improvements
- Planning Services start-up with South Dundas and North Stormont
- Official Plan appeal
- Continue to work on Natural Heritage Study.
- Planning Internal Operating Procedures Manual
- Reviewing planning software packages





## MONTHLY ACTIVITY SUMMARY

### LIBRARY

June 21, 2021

#### WORK COMPLETED:

- Collections Development: Adult fiction & non-fiction (print & digital); Adult & Juvenile graphic novels (print); Book Club titles (print & digital); Adult A/V material (audiobooks & eAudiobooks, and DVDs); Juvenile fiction & non-fiction (print); Juvenile DVDs
- Interview with Cogeco's 'YourTV' to promote recent 'Human Library' event
- Preparation of 50<sup>th</sup> Anniversary branding materials
- Finalized reporting requirements for Young Canada Works 2020-2021 grant (Archives Intern)
- Reviewed and summarized information on air quality and COVID-19, and coordinated appropriate actions for Library branches
- Presented at Ontario Association of Library Technicians (OALT) conference with the Technical Services team (Kim C. and Lindsey S.) with pre-recorded video and live Q & A
- Introduction of Cantook Station (French ebook database collection)
- Site meetings re: Lancaster Branch Architectural Feasibility Study
- May 20 – Attendance at Ontario Library Services' "Population-based CEO Networking Meeting"
- May 31-June 3 – Training for eSCRIBE (Agenda software) by Director of Library Services

#### WORK IN PROGRESS:

- Collections Development: Adult fiction & non-fiction (print & digital); A/V; material; Indigenous awareness materials (print); Large Print fiction
- Preparations for **StoryWalk® event at Warwick Forest – June 19-20, 10am-3pm** (Library staff-facilitated hours)
- Collection of staff/patron memories – part of Library's 50<sup>th</sup> Anniversary celebrations
- Value Marketing Campaign
- Preparation of video Story Time series to be presented by Library Board members as part of Library's 50<sup>th</sup> Anniversary celebrations
- Presentations to area schools to promote **TD Summer Reading Club – registrations for program start June 19 at [www.sdglibrary.ca/tdsrc-registration](http://www.sdglibrary.ca/tdsrc-registration)**
- Annual Performance Reviews
- Recruitment activities for Community Librarian position, resulting from resignation of current incumbent



## MONTHLY ACTIVITY SUMMARY

### IT SERVICES

June 21, 2021

#### WORK COMPLETED:

- Weekly management meetings
- Weekly IT Team meetings
- Recruited IT Support Technician
- Archive Project
- SDG/North Dundas/North Stormont web site project
- South Dundas Tourism app developer portals for app stores
- Next Generation 911 webinar
- Posted IT Systems Specialist position
- South Glengarry VoIP internal phone system (still using copper phone lines)
- Cybersecurity/ransomware Webinars

#### WORK IN PROGRESS:

- Council meeting streaming
- Business continuity and DR planning and implementation
- Online timesheets deployment
- HR System integration
- Voice over IP (VoIP) system and services for South Glengarry, Library Branches and Patrol Garages
- Standardize Service Desk project
- eScribe web site integrations
- Vadim Online modules for local municipalities
- IT Systems Specialist recruitment



For Period Ending 31-May-2021

	ACTUAL	BUDGET	YEAR TO DATE
	.....2020.....	.....2021.....	.....2021.....
<b>GENERAL FUND</b>			
<b>REVENUE SUMMARY</b>			
Taxation	-50,656,564	-50,690,910	-25,345,454
Surplus & Tax Changes	-210,689	-380,000	0
OMPF & Corporate Funding	-1,128,088	-2,082,300	-1,139,996
Council & Committees	-22,000	-1,118,623	0
Corporate Services	-46,367	-95,970	0
Economic Development/Tourism	-236,779	-508,055	-33,399
Planning Services	-270,198	-195,600	-101,585
Forestry	-4,104	-96,000	-17,996
Financial Services	-471,610	-318,380	-98,168
IT Services	-54,662	-46,980	0
Office Complex	-123,775	-70,980	-4,575
Police Services	-106,649	-135,967	-29,065
Library Services	-156,990	-252,449	-12,309
Court Services	-1,955,511	-2,436,000	-592,333
Road Services	-6,653,655	-11,188,141	-2,524,562
<b>Total REVENUE SUMMARY</b>	<b>-62,097,643</b>	<b>-69,616,355</b>	<b>-29,899,443</b>
<b>EXPENSES SUMMARY</b>			
Corporate Items	1,064,272	1,260,000	203,478
Council & Committees	1,914,312	1,603,268	253,380
Corporate Services	583,667	808,138	243,272
Economic Development/Tourism	921,073	1,258,333	264,596
Planning Services	716,190	699,560	285,862
Forestry	103,559	238,775	85,062
Financial Services	1,539,555	1,627,661	1,038,317
IT Services	544,842	661,327	273,382
Health & Social Services	9,033,526	9,800,507	3,870,608
Office Complex	68,713	110,112	81,973
Police Services	10,480,237	10,562,224	4,356,704
Library Services	2,601,569	2,764,171	796,599
Court Services	1,277,746	1,732,697	411,626
Transportation Services	31,248,381	36,489,582	3,130,036
<b>Total EXPENSES SUMMARY</b>	<b>62,097,643</b>	<b>69,616,355</b>	<b>15,294,896</b>
<b>Total GENERAL FUND</b>	<b>0</b>	<b>0</b>	<b>-14,604,547</b>



## Branch Report, June 2021, District 1

### **CHESTERVILLE BRANCH - Jennifer H.**

Important collections work continues to take place during behind-the-scenes hours. Chesterville staff have been focusing on collection development for Young Adult materials while working to identify gaps in the branch's Non-Fiction sections.

### **CRYSLER BRANCH - Josée B.**

Opportunities to connect with the Library have increased with the return of nice weather. Patrons in Chrysler have been making good use of the Library's WiFi by enjoying access outside the branch on warm days.

### **MAKERLAB - FINCH BRANCH - Amy M.**

Interest in virtual STEAM programming remains high despite the fatigue that sometimes comes with connecting online. Attendance at the MakerLab's second offering of the "Candy Chemistry" science program—delivered in partnership with Scientists in School—was once again maxed out.

### **SOUTH MOUNTAIN BRANCH - Ginette T.**

Creativity and innovation continue to permeate all aspects of the Library's work. As South Mountain's first virtual program, "Spy School", approaches, staff have been focused on developing the top-secret dossiers that go hand-in-hand with this engaging activity.

### **WINCHESTER BRANCH - Rose D. & Samantha V.**

Finding new ways to deliver traditional Library services is always top of mind. Staff in Winchester work hard to provide readers' advisory services despite the restrictions currently in place. The verification of patron reading histories, and the use of BiblioCommons as a read-alike tool, help staff in making reading recommendations without the benefit of patron-led browsing in-branch.

### **DISTRICT SUPERVISOR - Jenna L.**

Priorities in May included Performance Reviews for District 1 staff as well as customer support, technology troubleshooting, and planning for upcoming programs and initiatives.



## Branch Report, June 2021, District 2

### **INGLESIDE BRANCH – Colleen C. & Linda P.**

The Forest of Reading Program wrapped up; votes were tallied, and winners were announced. Staff learned a lot running the program virtually this year and will use this knowledge to expand the program next year.

### **IROQUOIS BRANCH – Jeannette D. & Eleanor P.**

Book Club Kits continue to be a popular resource and club participants are looking forward to transitioning from remote meet ups to small in-person, social distanced, get togethers to discuss their favourite books.

### **LONG SAULT BRANCH – Chris D. & Joann L.**

Children and parents appreciate the take home activities and virtual program that are available for all residents of SDG. The latest round of “Maker Minute” kits were well received and the feedback on the various activities has been overwhelming positive.

### **MORRISBURG BRANCH – Stacey P. & Kate M.**

Macrame is back! Staff prepared a second macrame program with participants making a hanging planter. Crafts and hobbies have seen a resurgence throughout the pandemic and these instructional programs have proven to be very popular with participants throughout the library system.

### **WILLIAMSBURG BRANCH – Stacey P.**

Summer weather has resulted in a change to curbside service. Over the winter and spring most patrons would order their items online and pick up at the branch. Now adults and children will often stop by the branch while out for walks and “window shop” with staff making recommendations and selections “on the fly”.

### **DISTRICT SUPERVISOR – Cheryl S.**

Annual performance reviews were completed. This provided a great opportunity to meet with all staff to review the past year and make plans and set goals for the upcoming year.



## Branch Report, June 2021, District 3

### **ALEXANDRIA BRANCH - Sylvie J. & Iris C.**

The 'Human Library' event, coordinated by the Alexandria Branch staff, was a big success. Patrons had fascinating one-on-one discussions with the "human books" for 20-minute periods about their experiences. The program created a safe space for dialogue where topics were discussed openly between our human books and their readers. The program created awareness and discussions surrounding groups in our society that are often subjected to prejudices and discriminations because of their lifestyle. We are pleased to facilitate the opportunity for these important discussions and create positive experiences for both the human books and the readers.

### **AVONMORE BRANCH – CSAs**

Genealogy research is just one of the many ways requests for information are made to Library staff. CSA Ian recently answered a request for a teacher from Kanata, ON about one of the WWII soldiers that lived in Avonmore. Ian provided a wide range of information including links to many other available resources and using our own Local History Collection.

### **LANCASTER BRANCH - Tara N. & Valerie E.**

Library experiences are not just about staying indoors reading. With summer just around the corner, LSA Tara, one of our resident artists, endeavors to promote outdoor activities by planning and developing a 4-week 'Art in the Park' program. Patrons will be able to pick-up a bag of art supplies and create art projects safely outdoors.

### **MAXVILLE BRANCH - Emily A.**

Branch improvements projects are designed to create safe and appealing spaces for both the patrons and the staff. Recently, a power pole was installed at the Maxville Branch to eliminate risk and follow the health and safety protocols around wire management and staff protection.

### **WILLIAMSTOWN BRANCH – Valerie E.**

Before the pandemic, Library branches were promoted and used as places outside of the home and work where people could connect and stay awhile without any expectation of purchasing anything. Although the use of Library spaces will change after the pandemic is over, patrons such as those in Williamstown are looking forward to a time when they can safely come in and browse the collections, use the computers, and maybe even to just sit and read.

**DISTRICT SUPERVISOR - Darlene A.**

Priorities this month were writing staff performance evaluations, meeting with staff, and offering support in preparing for the Human Library event and other virtual programs.



United Counties of  
**Stormont Dundas Glengarry**  
Corporate Services Department  
323 - 26 Pitt Street  
Cornwall, Ontario K6J 3P2  
T: 613-932-1515  
F: 613-936-2913

---

May 26<sup>th</sup>, 2021

Honourable Sylvia Jones  
Ministry of the Solicitor General  
18<sup>th</sup> Floor  
25 Grosvenor Street  
Toronto, ON  
M7A 1Y6

[sylvia.jones@pc.ola.org](mailto:sylvia.jones@pc.ola.org)

Dear Minister Jones;

As you know, in 2020, an amendment was made to Ontario Regulation 380/04 under the *Emergency Management and Civil Protection Act* (EMCPA) to exempt ministries and municipalities from conducting an annual emergency exercise. This amendment was a result of the emergency response activities that municipal emergency control groups were engaged in due to the COVID-19 pandemic.

As the pandemic continues this year, I am writing to request that the Ministry of the Solicitor General cancel the compulsory requirement for municipalities to conduct an emergency training exercise under the EMCPA in 2021.

Thank-you for your consideration and I look forward to hearing from you at your earliest convenience.

Sincerely,

Frank Prevost, Warden  
United Counties of Stormont, Dundas and Glengarry

- c. Graydon Smith, Association of Municipalities of Ontario (AMO)  
Jim McDonnell, MPP Stormont, Dundas, South Glengarry  
Local SDG municipalities





## ANNUAL REPORT

### May 2020 - May 2021



This report is an opportunity to inform and communicate information regarding the work of the Cornwall Stormont Dundas Glengarry Situation Table over the past year and to acknowledge the efforts of all Situation Table members who have dedicated themselves to the Situation Table and to the health and well-being of the most vulnerable members of our community.

**TABLE OF CONTENTS**

A message from the Advisory Committee Co-Chairs \_\_\_\_\_ 2

Introduction and Background \_\_\_\_\_ 2

Community Safety & Well-Being Plan \_\_\_\_\_ 3

Situation Table Operation \_\_\_\_\_ 4

Situation Table Referrals \_\_\_\_\_ 5

Determining Acutely Elevated Risk \_\_\_\_\_ 5

Benefits of the Situation Table Model \_\_\_\_\_ 6

Privacy and Confidentiality \_\_\_\_\_ 6

Four-Filter Model of Information Sharing \_\_\_\_\_ 7

Risk Factors \_\_\_\_\_ 12

Situation Table Responsibility Tip Card \_\_\_\_\_ 13

Situation Table Leadership \_\_\_\_\_ 14

Situation Table Membership \_\_\_\_\_ 15

Volunteer and In-Kind Contributions \_\_\_\_\_ 16

Accomplishments and Deliverables \_\_\_\_\_ 19

Feedback \_\_\_\_\_ 22

Annual Data Analyst Report \_\_\_\_\_ 23



## A message from the Situation Table Advisory Committee Co-Chairs

*“I would like to thank all of the community agencies and Chairs, who have come together since 2017 to help serve and assist our most vulnerable. The Situation Table of CSDG has helped many families and individuals improve their overall wellbeing by connecting them with services that may have otherwise been difficult to obtain. The collaborative work being done by Situation Table members has made it possible for individuals to connect with services that help mitigate immediate risks. Overall the Situation Table has contributed to the overall Community Safety and Wellbeing of CSDG.” – Inspector David Michaud, Cornwall Police Service*

*“For the last four years, our community has come together every Tuesday morning to have conversations about residents of Cornwall, Stormont, Dundas, Glengarry and Akwesasne in need of help and assistance for different reasons. We cannot thank you enough for your time, partnership, creativity and openness to continue to learn, develop and work together as a community table. None of us can do this work alone and this table has proven time and time again that together, we create stronger plans with those in need and the outcomes of these interventions have proven to have strong impact for the people we are serving. Our table is also a demonstration of how a well-organized and committed group of community partners led by dedicated volunteer chairs and an incredible coordinator helps us stay true to the vision of this work and has us all fully committed as a community to assisting those who need our help.” – Angela Arcuri, Service Director, Children’s Aid Society of S.D. & G.*

## Introduction and Background

The Cornwall Stormont Dundas Glengarry Situation Table is a diverse gathering of human service professionals trained to collaborate in a weekly process of risk detection, disciplined information-sharing and rapid intervention. Our focus is on mobilizing service access and support sooner than conventional crisis response pathways allow. Our goal is to identify and mitigate elevations in risk before harm occurs. A “Situation” may pertain to a single individual suffering the onslaught of multiple risk factors; it may also pertain to something that is happening to a whole family, or a group of people.

The Table is made up of a core group of primary agencies representing social services, police/justice, health services and education. Ad-hoc agencies are called upon on a case by case basis to provide additional support to the primary agencies at the table when required.

### **Background**

In 2015, a group of community partners led by Cornwall Community Hospital (CCH) got together to explore ways of improving communication and collaboration to better serve clients that received services from multiple agencies; this group was called the Collaborative Care Working Group.

The Collaborative Care Working Group soon recognized the link between Situation Table models that they were hearing about from other regions and their desire to enhance collaboration in SDG. The Cornwall Police Service had a long-standing interest in the Situation Table model and invited Norm Taylor, President, Global Network for Community Safety (who had implemented similar models elsewhere) to Cornwall in November

### **Vision**

Children, youth, adults and families will grow and thrive in a safe and healthy community as a result of agencies working collaboratively and implementing integrated services.

### **Mission**

A collaborative, integrated multi-agency team to building safer and healthier communities through rapid mobilization of resources to meet the immediate needs of those experiencing acutely elevated levels of risk.

2015. The Collaborative Care Working Group attended this session and was inspired to begin exploring the possibility of establishing a similar table in SDG. The Working Group determined that their focus would shift to this work to address acutely elevated risk in a collaborative manner.

Efforts were combined with the Ontario Provincial Police recognizing that CPS had jurisdiction in Cornwall only and this was an initiative that was suited to the entire SDG region. As a result of the strong interest in developing and implementing a Situation Table in our community, an Advisory Committee was formed for the Situation Table. The Advisory Committee connected with supports from the OPP to continue the information sharing, as the OPP had also set up similar models throughout the province.

Cornwall Police Service applied for funding through a Proceeds of Crime Front-Line Policing Grant (2016) to launch the project; the grant was approved later that same year, which provided support for a Cornwall Community Hospital Project Manager who coordinated and led the implementation effort. Multiple cross-sector partners signed a Memorandum of Understanding and the Situation Table went live in May 2017.

In May 2018, Cornwall Police Service received confirmation of a second Proceeds of Crime Front-Line Policing Grant (which ended on March 31, 2020). Thanks to this grant, Carmen Cousineau was recruited in January 2019 to lead the development of our Community Safety and Well-Being Plan. Elyse Lauzon-Alguire was also recruited to provide part-time coordination support for the Situation Table and continues to do so.

### **Community Safety and Well-Being Plan**

On January 1, 2019, the Government of Ontario mandated municipalities (single and upper tier) to prepare and adopt a Community Safety and Well-Being (CSWB) plan by December 31, 2020. As part of these legislative changes, municipalities are required to work in partnership with sectors including police services, health/mental health, education, community/social services and children/youth services as they undertake the planning process.

The goal of CSWB planning is to achieve the ideal state of a sustainable community where everyone is safe, has a sense of belonging, access to services and where individuals and families are able to meet their needs for education, health care, food, housing, income, and social and cultural expression.

The City of Cornwall and Cornwall Police Service have taken a proactive and collaborative approach towards the development of a Community Safety and Well-Being (CSWB) plan.



Vibrant Communities – Our Safety and Well-Being (VC-SWB) Plan (v. 1) was developed under the leadership and guidance of the multi-sectoral Advisory Committee and in partnership with the Social Development Council of Cornwall and Area's – Vibrant Communities Initiative.

In December 2019, the Community Safety and Well-Being Plan was endorsed by the Cornwall City Council, the Stormont Dundas Glengarry Council and the Mohawk Council of Akwesasne with the understanding that the plan will be revised and refined by the Social Development Council of Cornwall and Area's – Vibrant Communities Initiative. To view the Vibrant Communities – Our Safety and Well-Being (VC-SWB) Plan version 1, please visit <https://sdccornwall.ca/vcr-news/>.

The Vibrant Communities – Our Safety and Well-Being (VC-SWB) Plan version 1 includes strategies for our regional safety and well-being at four levels of intervention: social development, prevention, risk intervention, and emergency response. There are four pillars that the focus group identified, which are mental health, access to health services, poverty and community safety.

Working groups were established based on the four pillars. In late 2020, the working groups began conducting a feasibility review of the strategies identified in version 1 of the plan and will be creating an implementation plan. The first step of this study was to create a map of existing services in relation to the strategies identified in the plan (<https://sdccornwall.ca/service-mapping/>). The second phase of the feasibility study will be to complete a Feasibility Matrix to help with prioritization of these strategies. A Lived Experience Advisory Committee is also in the process of being formed. The Lived Experiences Advisory Committee will include residents who reflect the diversity of the Stormont, Dundas, Glengarry, Cornwall and Akwesasne region, and either are currently experiencing poverty or have lived in poverty. With the help from the Lived Experience Advisory Committee, Vibrant Communities hopes to create support programs and advocacy campaigns for our region that will reduce the level of poverty our residents are faced with.

For any questions, please contact Carilyne Hébert, Executive Director of the Social Development Council of Cornwall and Area at [chebert@sdccornwall.ca](mailto:chebert@sdccornwall.ca) , 613-930-0211.

### Situation Table Operation

The Cornwall Stormont Dundas Glengarry (CSDG) Situation Table was officially launched on May 2, 2017; May 2, 2021 marked the Situation Table's fourth anniversary! The success of our Situation Table is thanks to the incredible dedication and collaboration of all the partner agencies, Advisory Committee members, volunteer Chairs and Data Analysts!



Prior to the COVID-19 Pandemic, the Situation Table was meeting in-person every Tuesday at 9:00 a.m. at the City of Cornwall Council Chambers. As a result of COVID-19, the Situation Table began to meet every Tuesday via teleconference; however, after exploring various video platforms (to ensure the highest level of security) the Situation Table Advisory Committee decided to begin meeting via Zoom for Healthcare. This has been made possible thanks to the in-kind support from the Cornwall Community Hospital!



At the weekly Situation Table meetings, agencies are given the opportunity to share a situation involving an individual, family, group or place they feel is at imminent risk of falling into crisis. The conversation is guided through a specific and intentional process that asks if the professionals around the Table feel there is the possibility of increased risk to the individual or family. As the group agrees to this risk, agencies that are able to assist with the intervention are determined including a lead agency to guide the intervention. Additional information about the situation is shared only with those agencies selected to assist the individual/family.

The referring agency may not necessarily be the lead agency in an intervention. The Filter 4 intervention team will identify a lead agency based on the situation, mandate/resource to address the most significant risk factors and/or has the best rapport with the individual/family. The lead agency will take action in partnership with other identified agencies to plan the next steps involved in the intervention (usually within 24 to 48 hours); the Situation Table will remain involved in the case until the level of risk has been reduced.



At subsequent meetings of the Situation Table, the lead agency reports back to the group regarding the conclusion of the intervention; for example, whether risk was lowered because an individual was connected to services or whether it should remain at acutely elevated risk due to further interventions needing to occur.

### Situation Table Referrals

A Situation Table’s focus is about mitigating risk rather than waiting for a harmful and victimizing incident that requires an emergency response.

A “Situation” may pertain to a single individual suffering the onslaught of multiple risk factors (e.g. mental health, addictions, physical illness, criminal activity, and homelessness). It may also pertain to something that is happening to a whole family, or a group of people.

The Situation Table is not a case management tool, nor is it a venue for self-referrals. A situation can originate directly from any of the agencies represented at the Situation Table or by any other community organization/agency supported by a Situation Table member. Organizations should always try their best to support the individual or family with the resources they have internally before bringing it to the Table.

The image shows a 'SITUATION TABLE REFERRAL FORM'. It is divided into several sections:
 

- Section 1: Agency screening prior to introduction to the Situation Table.** Includes fields for 'Referring agency', 'Date', 'Name of referring staff', and 'Telephone'.
- Section 2: Elements of Acutely Elevated Risk.** A checklist with four items:
  - 1) Significant interest at stake? (Significant interest usually refers to an individual or a family but could refer to an array of situations involving a vulnerable group, a dwelling, neighbourhood or environment.)
  - 2) Probability of harm occurring? (There is a reasonable expectation of harm to individuals if nothing is done.)
  - 3) Significant intensity of harm? (The harm would constitute damage or detriment and not mere inconvenience to the individual. It is reasonable to assume that disclosure to the Situation Table would help minimize or prevent the anticipated harm.)
  - 4) Multi-disciplinary nature of risk? (The risk factors are beyond the Originating Agency's scope/mandate to mitigate the elevated level of risk. Operating risk factors cut across multiple human service disciplines. Traditional inter-agency approaches have been considered.)
- Section 3: De-identified discussion of the Situation Table.** Includes checkboxes for 'Was client consent obtained?' and 'Consent type: Implied, Written, Verbal'. It also has checkboxes for 'Discussion type' (Person, Family, Dwelling, Environmental, Neighbourhood, Other) and 'Age group' (0-5, 6-11, 12-17, 18-24, 25-29, 30-39, 40-49, 50-59, 60-69, 70-79, 80+ years).
- Section 4: Additional subject/active affected persons.** Includes checkboxes for 'Youth Criminal Justice Act' and another 'Age group' section.

### Determining Acutely Elevated Risk

Questions to consider when determining whether a situation meets the criteria of acutely elevated risk:

- Is this person/family experiencing a rapid elevation in risk?
- Has the referring agency exhausted all avenues/services within their own mandate to help this person/family?
- Does the referring agency need to disclose personal information in order to reduce the risk for this person/family?
- Is a multi-agency response within 24 to 48 hours required?



The Situation Table is designed to address situations that are determined **to involve acute elevations in risk**. This could include individuals who are generally low risk as well as individuals who are mainly high risk. The most important element is that there is a **noticeable elevation in risk** that requires a rapid intervention to mitigate.

*Acutely Elevated Risk* refers to risky situations that are on the verge of becoming emergency situations. Circumstances indicate that if there is not a short-term, timely, wraparound intervention, a negative outcome such as criminalization, victimization or harm is likely to occur that will require the community's emergency or crisis response systems.

## Benefits of the Situation Table Model

- Make police and agency services part of a stronger safety net, rather than being the entire net themselves.
- Provide opportunities for early intervention that help prevent crimes and improve outcomes for local residents and the community.
- They reduce calls for service and deliver positive results for individuals and families at a lower cost to the taxpayer.
- Collect very detailed data of the predominant risks and other patterns of service use that can be used to inform social policy.

## Privacy and Confidentiality

- Situation Tables follow the guidance of the Office of the Information and Privacy Commissioner of Ontario (IPC).
- When an individual is known to the agency, they may have the opportunity to obtain consent.
- In serious, time-sensitive situations, there may not be an opportunity to obtain consent; therefore, Tables follow the disciplined Four Filter process.
- Records of these discussions treat targeted situations as numbers without identifying individuals.
- Clients are provided with a Disclosure of Information Notification should they be discussed without consent; this outlines all attending agencies.
- Clients are provided with a consent form at the point of intervention.
- All agencies represented at the Table have signed a Memorandum of Understanding with direction regarding the importance of confidentiality.
- All Table members have signed a Non-Disclosure Agreement.
- Any guest to the Table will sign a Non-Disclosure Agreement.
- At every meeting, all in attendance will sign a confidentiality form.
- All members will follow the guidelines stipulated by their agencies with respect to privacy and confidentiality legislation.

All Situation Table representatives must complete an online training course administered by Wilfred Laurier University prior to joining the Situation Table, sign the Situation Table Memorandum of Understanding/Terms of Reference, as well as sign a non-disclosure/confidentiality agreement prior to participating in a table discussion.



## Four-Filter Model of Information Sharing

A four-filter process is used to assess whether a situation meets the threshold for acutely elevated risk and, therefore, can proceed to wraparound intervention by relevant agencies.



### Filter 1: Agency screening prior to introduction to the Situation Table

Agency screens a situation and determines the risk factors are beyond its scope/mandate to mitigate the elevated risk. Essentially, this is the point when an agency decides whether or not to take a situation to the Table.

-If an agency decides to take it to the Situation Table, it must determine that the sharing of private information is necessary to mitigate risks and, further, that it has authority to disclose that information.

-Before bringing the situation forward, an agency should consider other agencies that are reasonably likely to have a role to play in the development and implementation of an intervention to mitigate the risks.

-The presenting agency must have exhausted all options that exist within their own organization and the risk factors in the situation being brought forward are beyond the agency's scope/mandate.

-Complete the Situation Table referral form.

-Obtain consent from the client to bring the situation to the Table, if possible.





## Filter 2: De-identified discussion at the Situation Table

Agency presents the situation to the Situation Table discussion in a de-identified format.

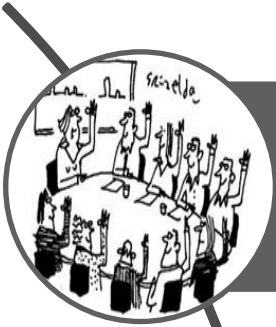
*A de-identified record is created in the Situation Table database at this point using an anonymous entry number for follow-through with agencies.*

Members are invited to ask clarifying questions to help determine if the situation meets the threshold of acutely elevated risk.

Members collectively decide if it meets the standard of acutely elevated risk factors across a range of service providers before any personal and confidential information is disclosed.

If it does not meet the threshold, no personal and confidential information is disclosed and no further discussion takes place. \*If a case is not accepted by the Table, Table members will provide suggestions/alternative solutions for the presenting agency.

If the consensus is that sharing information with the Situation Table is necessary to help prevent harm or inadequate care to an individual or the public, limited disclosure will be permitted at filter four.

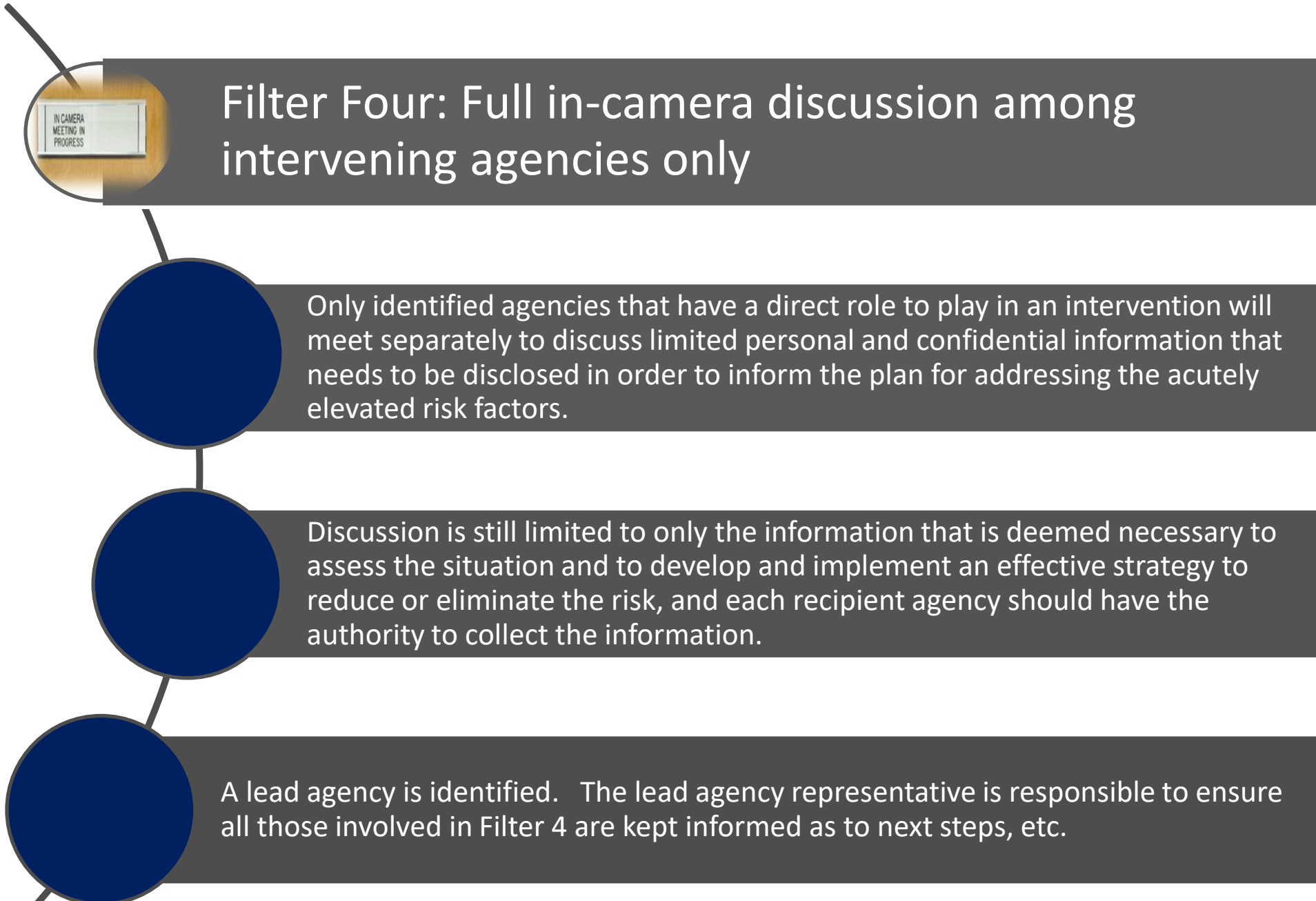


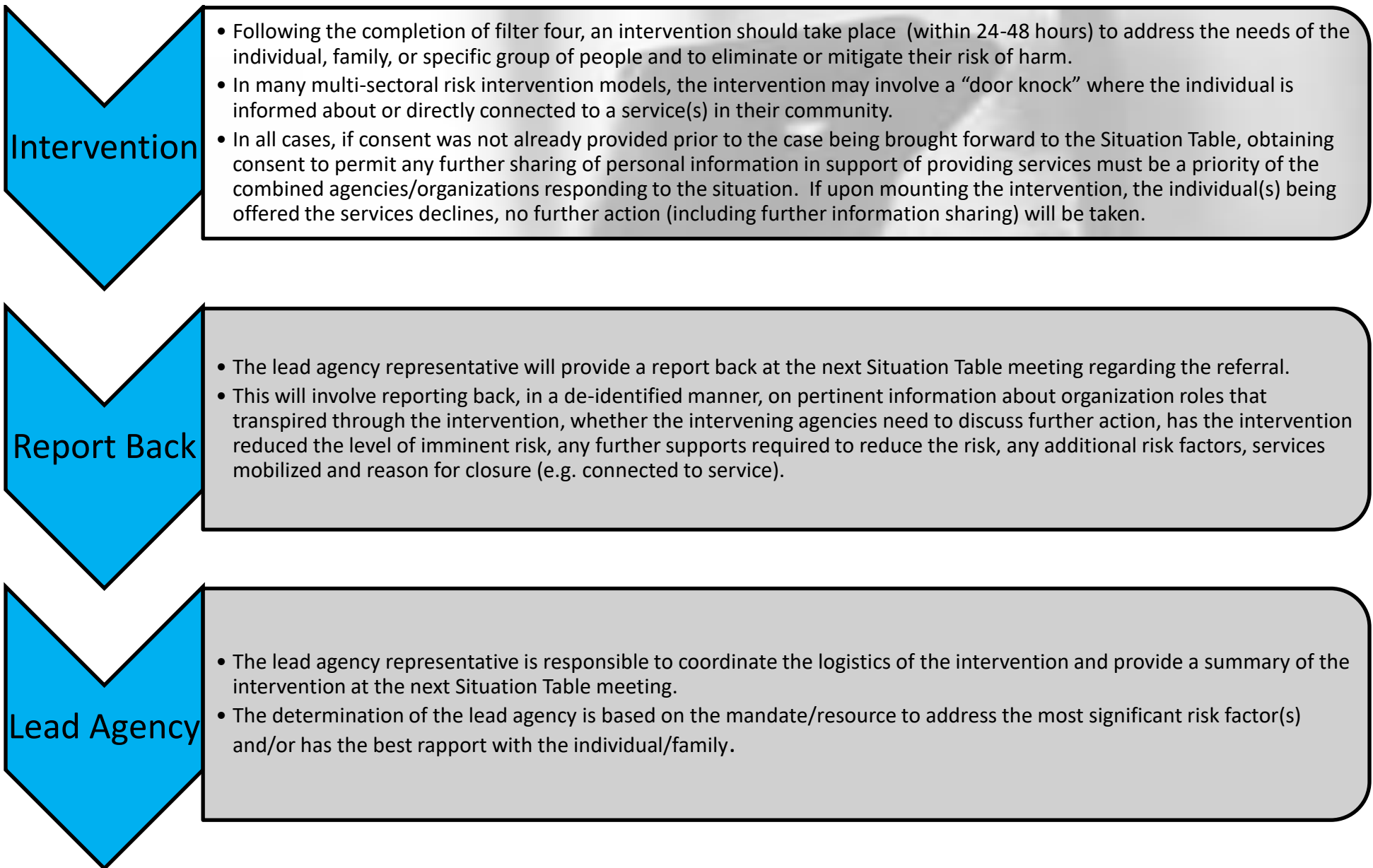
## Filter Three: De-identified discussion to identify intervening agencies

If the group concludes that the threshold of acutely elevated risk is met, the Table determines which agencies/organizations will be required to participate in a full intervention-planning discussion outside of the full Table.

All responsibility for record keeping related to actual case management remains with each agency that has a role.

The Situation Table will not generate nor maintain any individualized or identifiable records.





## Risk Factors

For a situation to be considered one of acutely elevated risk, two or more factors must be present. Presentation of these risk factors to the Situation Table assist the agencies involved to plan an appropriate intervention. On average, 11 risk factors are present and identified in each situation.



- |  |  |  |
|--|--|--|
| <ul style="list-style-type: none"> <li>• Alcohol</li> <li>• Antisocial/Negative Behaviour</li> <li>• Basic Needs</li> <li>• Cognitive Impairment</li> <li>• Crime Victimization</li> <li>• Criminal Involvement</li> <li>• Drugs</li> <li>• Elder Abuse</li> <li>• Emotional Violence</li> </ul> | <ul style="list-style-type: none"> <li>• Gambling</li> <li>• Gangs</li> <li>• Housing</li> <li>• Mental Health</li> <li>• Missing/Runaway</li> <li>• Missing School</li> <li>• Negative Peers</li> <li>• Parenting</li> <li>• Physical Health</li> </ul> | <ul style="list-style-type: none"> <li>• Physical Violence</li> <li>• Poverty</li> <li>• Self-Harm</li> <li>• Sexual Violence</li> <li>• Social Environment</li> <li>• Suicide</li> <li>• Supervision</li> <li>• Threat to Public Health and Safety</li> <li>• Unemployment</li> </ul> |
|--|--|--|

**There are currently representatives from 35 local agencies working in a privacy protective manner to rapidly connect individuals and families to appropriate services.**



## SITUATION TABLE RESPONSIBILITY TIP CARD

ORIGINATING AGENCY	LEAD AGENCY	ALL PARTICIPATING AGENCIES
Brings a situation to the Table after going through Filter 1 in-house.	Has the mandate/resource to address the most significant risk factor(s) and/or has the best rapport with the individual/family.	Engages in ongoing risk detection within their home agency. Champions the Situation Table within their organization, sector and with others, as deemed appropriate.
Obtains consent from the client to bring the situation to the Table, if possible.	Collects contact information from all members of the response team.	Attends and is on time for every weekly Situation Table meeting.
Completes referral form before presenting to the Table.	Ensure that, should the Situation Table representative delegate the lead role to another staff member within their agency, an explanation is to be provided to that individual reminding them of their role and responsibilities of acting as the lead (i.e. coordinating the intervention, staying involved, communicating with the other supporting agencies)	Has the mandate/resources to address one or more risk factors impacting the individual/family and/or has good rapport with the individual/family.
Presents situation to the Table. When presenting a situation to the Table on behalf of another agency staff member (who is not a Situation Table member), it is strongly recommended to make arrangements to have the staff member/caseworker present at the Situation Table meeting in order to assist in answering any case-specific clarifying questions.	Coordinates intervention – timing, attendance (logistics).	Engages in collaborative problem solving and innovative solutions during Filter 4 and Situation Table intervention responses.
Answers questions based on risk factors and acutely elevated risk.	Provides summary of intervention at the next Situation Table including date of intervention and services mobilized.	Ensures that someone from their agency participates in the Situation Table intervention, "door knock", direct outreach or other appropriate method of connecting with the individual/family at acutely elevated risk. Priority is to be placed on in-person connection (within 24 to 48 hours).
	Provides a follow-up survey to the client (post-intervention) at the point they feel is most appropriate based on their professional judgment.	Engage in timely responses to acutely elevated risk.

## Situation Table Leadership

The CSDG Situation Table Advisory Committee meets regularly to guide the practice and development of the Table, monitor the Table's ongoing operations and effectiveness, as well as ensuring sustainability.

The Advisory Committee is comprised of the following individuals:

- David Michaud, Co-Chair (Cornwall Police Service)
- Angela Arcuri, Co-Chair (Children's Aid Society of S.D. & G.)
- Deena Shorkey (Cornwall Community Hospital)
- Simon Hardy (Ontario Provincial Police SDG)
- Chad Brownlee (Upper Canada District School Board)
- Michelle Gosselin (Canadian Mental Health Association - Champlain East)
- Farhana Meghji (Inspire Community Support Services)
- Patti Gauley (Eastern Ontario Health Unit)
- Chantal Prieur (Victim Services of S.D.G. & A.)
- Linda Smith (Maison Interlude House)
- Joanne Patey (Ministry of Children, Community and Social Services - Youth Justice Services)
- Martine Sabourin (Probation and Parole Services - Ministry of the Solicitor General)
- Renee Rozon (Catholic District School Board of Eastern Ontario)
- Karine Burroughs (Conseil scolaire de district catholique de l'Est ontarien)
- Gina Julie Lacombe (Équipe psycho-sociale pour enfants, jeunes et familles de SDG)
- Emily Stewart (Children's Aid Society of S.D. & G.)
- Catherine Lelievre (Akwasasne Family Wellness/Well-Being Program)

We would like to extend our sincere appreciation to the following past Advisory Committee members: Claire Roy (Cornwall Community Hospital), Tara-Ann MacGillivray & Katie Vachon (Children's Aid Society of S.D. & G.), Heather Gerber (Catholic District School Board of Eastern Ontario), Raquel Beauvais-Godard (Canadian Mental Health Association), Leanne Clouthier (Seaway Valley Community Health Centre) and Don Lewis (Upper Canada District School Board).

A special thank you to Deputy Chief Shawna Spowart (Cornwall Police Service), past Advisory Committee Co-Chair, who stepped down as one of the Advisory co-chairs in November 2020. Deputy Chief Spowart has been instrumental in the success of our local Situation Table!



## Situation Table Membership

The CSDG Situation Table is made up of a core group of primary agencies representing social services, mental health, police/justice, victim services, hospital, school boards, child protection services, probation/parole, health services, etc. Ad-hoc member agencies are called upon on an as needed basis to participate in post-Table discussions and interventions.

The following agencies are currently represented at the weekly Situation Table meetings:

- Akwesasne Family Wellness/Well-Being Program
- Canadian Mental Health Association – Champlain East
- Catholic District School Board of Eastern Ontario
- Conseil scolaire de district catholique de l'Est ontarien
- Cornwall Community Hospital
- Cornwall Police Service
- Équipe psycho-sociale pour enfants, jeunes et familles de SDG
- Inspire Community Support Services
- Maison Interlude House
- Ministry of Children, Community and Social Services - Youth Justice Services
- Ontario Provincial Police S.D. & G.
- Probation and Parole Services - Ministry of the Solicitor General
- The Children's Aid Society of the United Counties of Stormont, Dundas & Glengarry
- Upper Canada District School Board
- Victim Services of S.D.G. & A.



The following agencies are currently ad-hoc member agencies to the Situation Table.

- Carefor
- Centre Agapè Center
- Champlain LHIN: Home and Community Care
- City of Cornwall Social Services (Housing and Ontario Works)
- Clinique Juridique Roy McMurtry Legal Clinic SDG
- Cornwall Fire Service - Fire Prevention Division
- Cornwall SDG Paramedic Services
- Eastern Ontario Health Unit
- Laurencrest Youth Services Inc.
- Maison Baldwin House
- Naomi's Family Resource Centre
- Ontario Disability Support Program
- Regional Integrated Care (formerly HealthLink)
- Royal Ottawa Health Care Group
- Seaway Valley Community Health Centre
- Sexual Assault Support Services for Women S.D.G. & A.
- Société John Howard Society of Ottawa - Project ReSet
- Vista Centre Brain Injury Services
- Youth Now Cornwall
- Youturn Youth Support Services





## Volunteer and In-Kind Contributions

Due to COVID-19, the Situation Table has been meeting via Zoom for Healthcare. Cornwall Community Hospital - Community Addiction and Mental Health Services has kindly offered the use of their Zoom for Healthcare platform as in-kind support to the Situation Table. We are very thankful!



Prior to COVID-19, the Situation Table was meeting in-person in the City of Cornwall council chambers. Thank you to the City of Cornwall for generously providing the council chambers as in-kind space for the in-person Situation Table meetings!



### Data Analysts:

We are extremely fortunate to have four fantastic data analysts who provide crucial support to the Situation Table! Cornwall Police Service, Ministry of Children, Community and Social Services - Intake & Benefits Administration Unit and YouTurn provide in-kind data analyst support to the Situation Table. A data analyst attends every Situation Table meeting and is responsible to enter accurate de-identified recording of all situations presented to the Situation Table into the Risk-driven Tracking Database (developed and provided by the Ministry of Solicitor General), as well as attend Advisory Committee meetings.

Tasha Marcotte and Stephanie MacRae have been data analysts since May 2017; Christina Adams and Kristen Lafleche have been data analysts since December 2018. Thank you for all of your hard work and dedication to the Situation Table!



Christina Adams  
MCCSS - Intake & Benefits  
Administration Unit



Kristen Lafleche  
YouTurn



Tasha Marcotte  
Cornwall Police Service



Stephanie MacRae  
Cornwall Police Service

Stephanie MacRae (Cornwall Police Service) continues to provide support to the Situation Table by completing the Data Analyst Reports which provide crucial data for our community. Stephanie also provides administrative support to the Situation Table Advisory Committee. Thank you Stephanie!

**Volunteer Chairs:**

The Situation Table is extremely fortunate to have three Situation Table volunteer Chairs. The role of the Situation Table Chair is to attend the weekly Situation Table meeting and lead the table in consensus-based decision making through the diligent application of the Four Filter process for information sharing.



Cathy began as a volunteer Chair in September 2018; Carole began as a volunteer Chair in May 2019; Elyse began as a volunteer Chair in May 2017. Thank you to our dedicated and passionate volunteer Chairs!



*"All Table members continue to address the complex needs of the most vulnerable within our community. With the added stress of the Pandemic, has come an increased in mental health, addictions, and poverty cases to the Table. Yet, one of the most challenging needs which should be an easy fix, is often the immediate need for short and long-term housing. We must find a better way to track available affordable housing so that our community members feel safe and warm as they work on their long term personal goals to reduce the risks that brought them to the Situation Table."*

Cathy Cooper  
Situation Table Rotating Chair



*"It is my honour and pleasure to serve as one of the Chairs of the Situation Table. Having been employed in the justice sector for 35 years, I can assure the community that the Situation Table's agencies work collaboratively and most effectively to assist our vulnerable population. It is an essential service which confirms that social and justice partners continue to work together."*

Carole Cardinal-Lortie  
Situation Table Rotating Chair

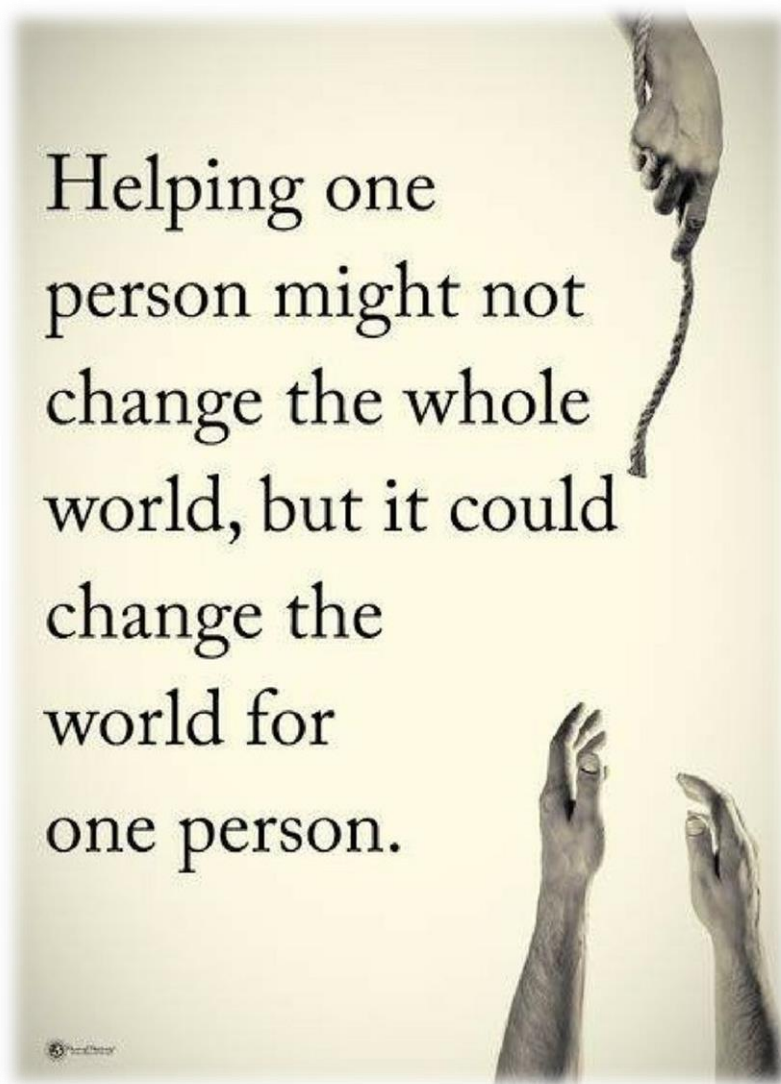


*"I have been part of the CSDG Situation Table since its inception (May 2017) as one of the rotating volunteer Chairs. In April 2018 I was approached to assist with providing coordination support to the Situation Table on a part-time and have been doing so ever since. It has been an absolute pleasure to be part of such an amazing community initiative which is making a positive difference in so many lives! The work of our Situation Table is remarkable; the compassion and dedication from all agencies involved with the Situation Table is truly heartwarming. I have witnessed how much the Table has evolved since we first launched in 2017 and I look forward to continuing to be part of such a wonderful community initiative!"*

Elyse Lauzon-Alguire  
Situation Table Rotating Chair & Coordinator

**Since the Situation Table launched in May 2017:**

- The Situation Table members have devoted over 2175 hours to attending weekly Situation Table meetings. In addition to the 2175 hours devoted to attending weekly meetings, Situation Table members have allocated countless hours to preparing referrals, planning the intervention, conducting interventions/door-knocks, attending training, etc.
- The Situation Table volunteer Chairs have devoted over 380 hours of their time to Situation Table activities, including chairing weekly Situation Table meetings, attending Advisory Committee meetings and training events, etc.
- The Situation Table Data Analysts have devoted over 400 hours of in-kind support to Situation Table activities, including attending weekly Situation Table meetings, attending Advisory Committee meetings and training events, providing administrative support, preparing data analyst reports, etc.
- The Situation Table Advisory Committee has devoted over 370 hours of in-kind support to Situation Table activities, including attending Advisory Committee meetings and training events, providing support to the Chairs and table members, etc.



## Accomplishments and Deliverables

- Since May 2020, the Situation Table has been meeting virtually due to the COVID-19 Pandemic.
- The CSDG Situation Table successfully received \$5,300 thanks to the City of Cornwall "Social Services Relief Fund" for assistance with Situation Table clients' needs. Funds can be used to cover the cost of grocery gift, covering the cost of basic needs (clothing, etc.), gas cards, hotel vouchers (if shelter is needed), transportation costs, etc.
- The Children's Aid Society of SDG has kindly provided a contribution of \$15,000 to the CSDG Situation Table Advisory Committee to cover the costs associated with the Situation Table Coordination Services. The funds will sustain the Situation Table until December 2022.
- The Community Action Network Against Abuse and the CSDG Situation Table have partnered together thanks to the additional fiscal project funding CANAA received from the Ministry of Children, Community and Social Services. The Community Action Network Against Abuse has provided a financial contribution in the amount of \$1,000 to the CSDG Situation Table in order to enhance communication amongst community partners, facilitate the sharing of available resources in our community and engage in a violence prevention initiative as the Situation Table's focus is about identifying and mitigating elevations in risk before harm occurs, therefore providing opportunities for early intervention and improve outcomes for local residents and the community.
- The Situation Table Coordinator continues to provide community awareness about the CSDG Situation Table to a wide range of audiences. The Coordinator participates in various networking events and workshops, such as the Community Action Network Against Abuse, participation in the Cornwall Police Service Community Partner Consultation, Vibrant Communities Community Safety Working Group, Diversity & Inclusion Exploring Unconscious Bias workshop, etc.
- The Situation Table Coordinator continues to participate in provincial teleconferences with the Community of Practice Group, which is made up of other Situation Tables in Ontario.
- The CSDG Situation Table, in partnership with various other Situation Tables across the province, will be developing a training resource which will contain various case studies/mock scenarios. This resource will be made available to all Situation Tables in Ontario to use as a training tool for new Table members, etc.
- Community agencies continue to be invited to attend a Situation Table meeting to provide a brief overview of their programs and services. The following community agencies have presented to the Situation Table (timeframe May 2020-May 2021):
  - Inspire Community Support Services
  - Ontario Disability Support Program
  - Champlain LHIN: Home and Community Care



- Laurencrest
  - Maison Baldwin House
  - John Howard Society – Project ReSet
  - Regional Integrated Care (formerly HealthLink)
  - Cornwall Community Hospital - Youth Wellness Hub
  - Drug Awareness Group
  - Vibrant Communities
  - Clinique Juridique Roy McMurtry Legal Clinic SDG
  - Ontario Provincial Police - SDG
  - Sexual Assault Support Services for Women
  - Cornwall Police Service
  - Équipe psycho-sociale pour enfants, jeunes et familles de SDG
  - Maison Interlude House
- Several Situation Table representatives including rotating chairs, data analysts, coordinator and advisory committee members attended the Opioid Partner Education Webinar on January 28, 2021, organized by Cornwall Police Service and the local Drug Awareness Group.
  - The Situation Table Advisory Committee continues to meet on a bi-monthly basis. Members of the Advisory Committee continue to attend various Situation Table meetings to conduct quarterly check-ins with the Situation Table members.





- Cornwall Police Service and the Cornwall Stormont Dundas Glengarry (CSDG) Situation Table had originally scheduled two in-person working sessions which were to take place in April 2020 and to be facilitated by Dr. Chad Nilson; however, due to the COVID-19 Pandemic, both working sessions were postponed to November 2020.



On November 4<sup>th</sup> and 5<sup>th</sup> 2020, Cornwall Police Service and the CSDG Situation Table hosted two virtual working sessions (via Zoom) for Situation Table members, Situation Table ad-hoc members, Advisory Committee members, Data Analysts and Chairs. Both sessions were sponsored by the Cornwall Police Service who is a key partner to the CSDG Situation Table!



These working sessions were facilitated by Dr. Chad Nilson, Multi-Sector Collaboration Specialist (Living Skies Centre for Social Inquiry, Prince Albert, Saskatchewan).

Over 160 participants attended the November 4<sup>th</sup> "Collaborative Risk-Driven Intervention: A Community Engagement Session in Support of Situation Tables". The objective of this session was to provide community organizations (both Situation Table members and non-Table members) with an introduction to the Hub Model of Collaborative Risk-Driven Intervention; where the model came from; how it is different than case management; how it compliments existing collaborative service models; what circumstances best merit referral to the Table; how it can be used to improve service access upstream before harm occurs; and most of all, what roles community organizations should play in various aspects of the model (e.g., risk detection, service mobilization, follow-up and client care).



The November 5<sup>th</sup> "Situation Table Check-in Session: An Opportunity for Troubleshooting and Improvement" was specifically for Situation Table active members and Advisory Committee members. The purpose of this session was to provide table discussants and advisory committee members a venue for reflection and clarity on key concepts and practices in collaborative risk-driven intervention.



## Feedback from Situation Table representatives & clients

"I have really enjoyed the experience of being part of the Situation Table from the beginning. It is such a great example of the community working together to support those who are in urgent need."

"I just want to share how impressed I was by the response today! Everyone really came together to collaborate for these two cases. Even though there were some barriers with face to face meetings for some community agencies they immediately offered alternatives! It was really great to see! I just wrapped up at 130 and left feeling happy with how this all played out, the positive response and approach during Filter 4! 😊"

"Great job everyone! The dedication is remarkable!"

"Partnerships have strengthened. We are extremely fortunate to have a Situation Table in our community and it is thanks to the ongoing efforts and collaboration of our dedicated Table members!!"

"Clients becoming aware of the support offered by agencies they were previously unaware of."

"People who want the help but don't know where to turn are offered service engagement right at their door."

"Intervention, collaboration, access and understanding of services. Reducing AER factors."

"It provides an opportunity for services providers to offer services to clients in a non-judgmental, non-enforcement environment without fear of reprisal."

"In the past, wrap around service offering and connection, along with immediate reduction in AER factors. Clients felt they were not alone, that someone cared and was there to show them the way."

"It is an incredible experience to see a client realize that so many people are present and offering support - community is everything!"

"I've received a lot of help, the response has been impressive and everyone has been extraordinarily kind. I have yet to start any of the programs suggested but I look forward to being able to start and manage what has caused me to go into crisis. Thank you."

"So happy that we have this in our community. I tell people from agencies in other areas about it all the time. It's so many things to so many people, support, advocacy, information, basic needs, neighbours helping neighbours when they cannot help themselves."

"What an incredible service! It's impressive to see this many caring cooperating agencies partnering for such a cause. As heartbreaking as it is to hear these situations, its inspiring to know that dedicated professionals are coming together to help."



## Situation Table Data Analyst - Annual Data Analyst Report

Prepared by Stephanie MacRae, Cornwall Police Service

The Cornwall SDG Situation Table held its first meeting on May 2, 2017. Since then, the table has continued to successfully grow and assist members of the community. There are currently 15 agencies who attend the regular weekly meetings and 20 ad-hoc agencies involved in the Cornwall SDG Situation Table.

The data presented in this report is representative of the period between May 1, 2020 and May 1, 2021. The report is divided into several sections as indicated below:

- Situation Summary
- Year over Year Situation Data
- Agency Involvement: Originating, Lead, and Assisting Agencies
- Demographic Information
- Risk Factors
- Protective Factors
- Study Flags
- Services Mobilized
- Conclusion of Situations



### SITUATION SUMMARY

**133**  
total situations

**123**  
deemed acutely elevated risk (AER)

**102**  
deemed AER concluded with overall risk lowered

**8**  
average number of days to close discussion  
\*includes weekends

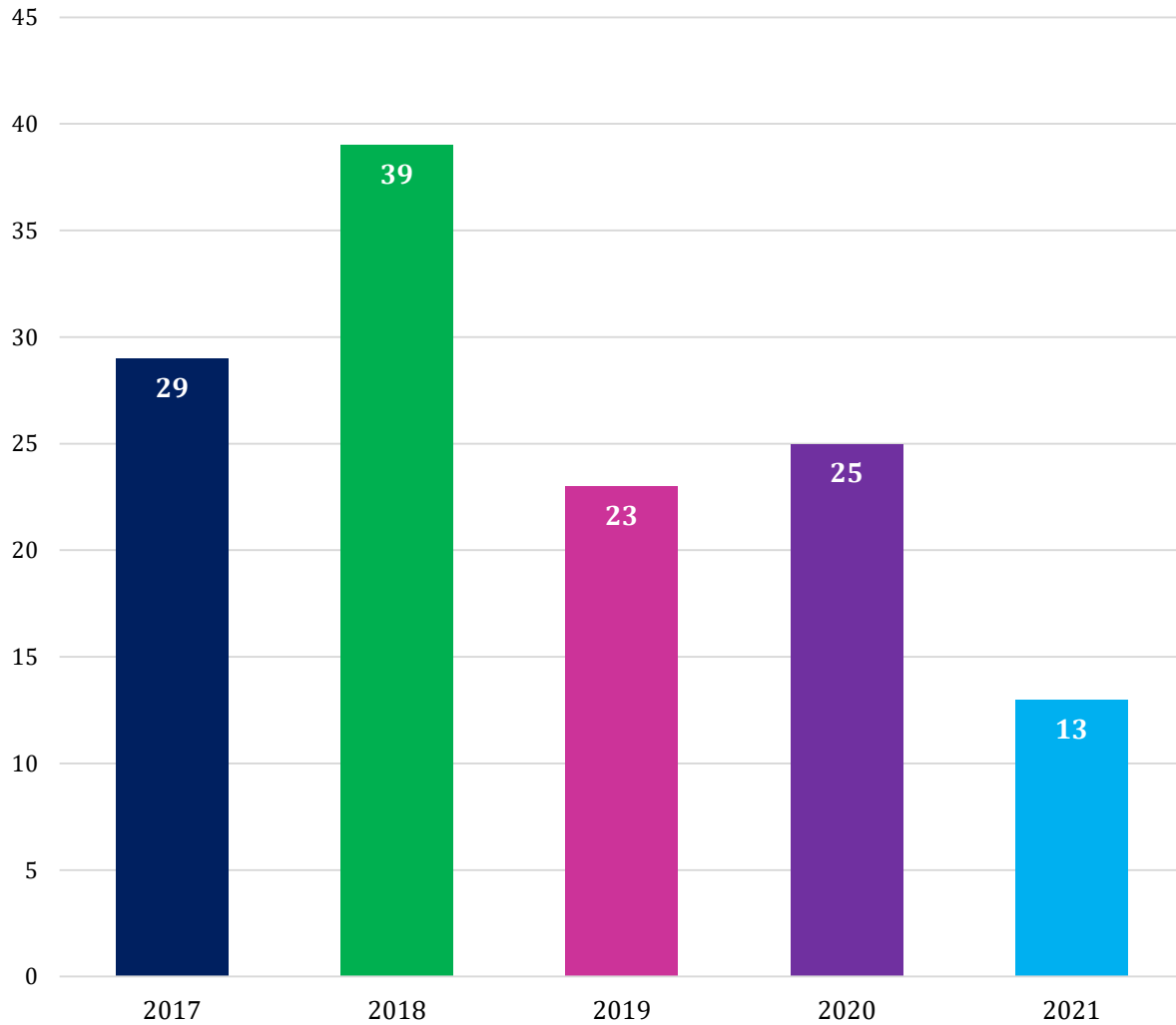
**10**  
situations rejected

**6**  
situations re-opened



## YEAR OVER YEAR SITUATIONS OPENED

The following chart shows the number of situations that were opened annually since the Situation Table launched on May 2<sup>nd</sup>, 2017. The data for 2021 is only reflective of the period between January and May.

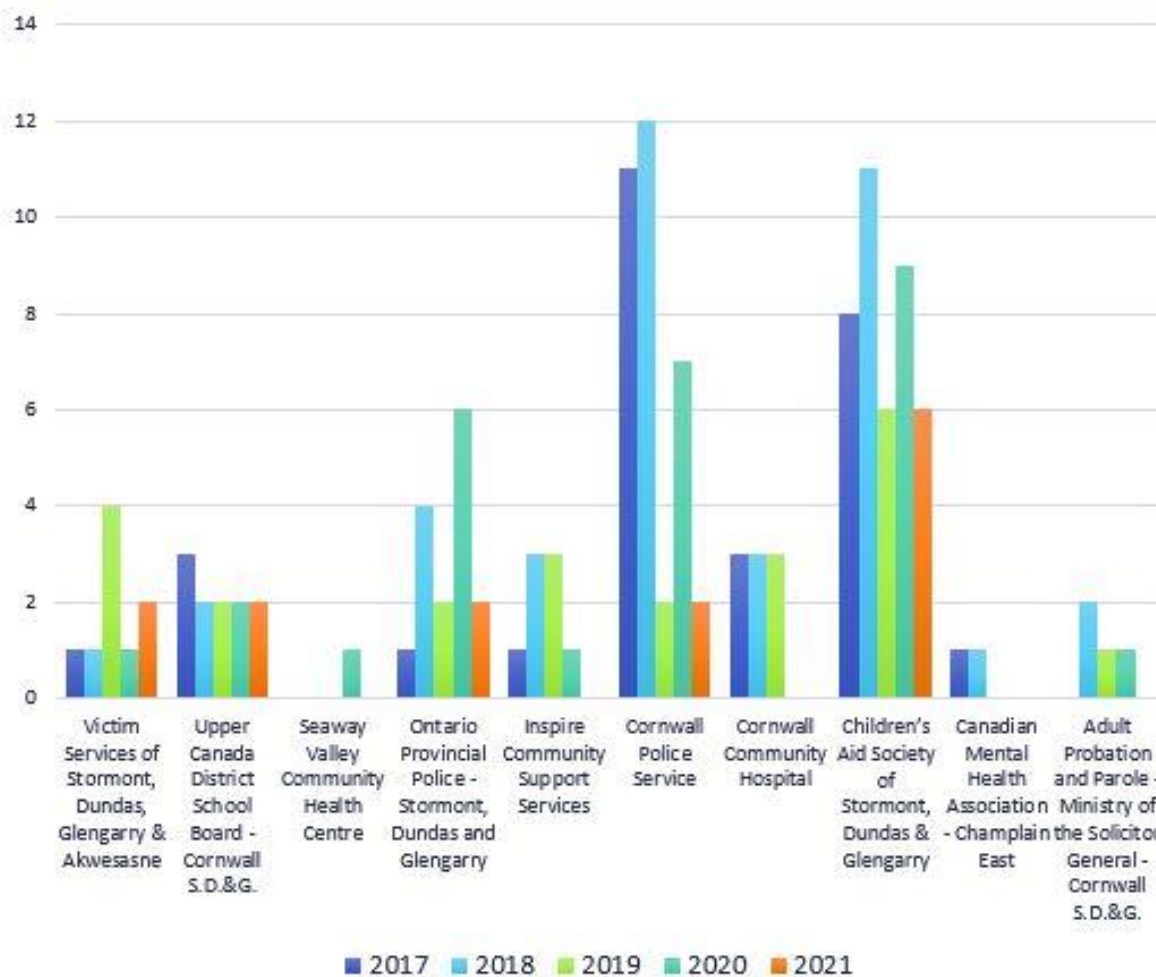


### YEAR OVER AGENCY INVOLVEMENT

The following three charts show the number of times an agency became involved as an originating agency, a lead agency, and an assisting agency. Please note that where an agency is **not** listed, the agency has not been involved in the indicated category.

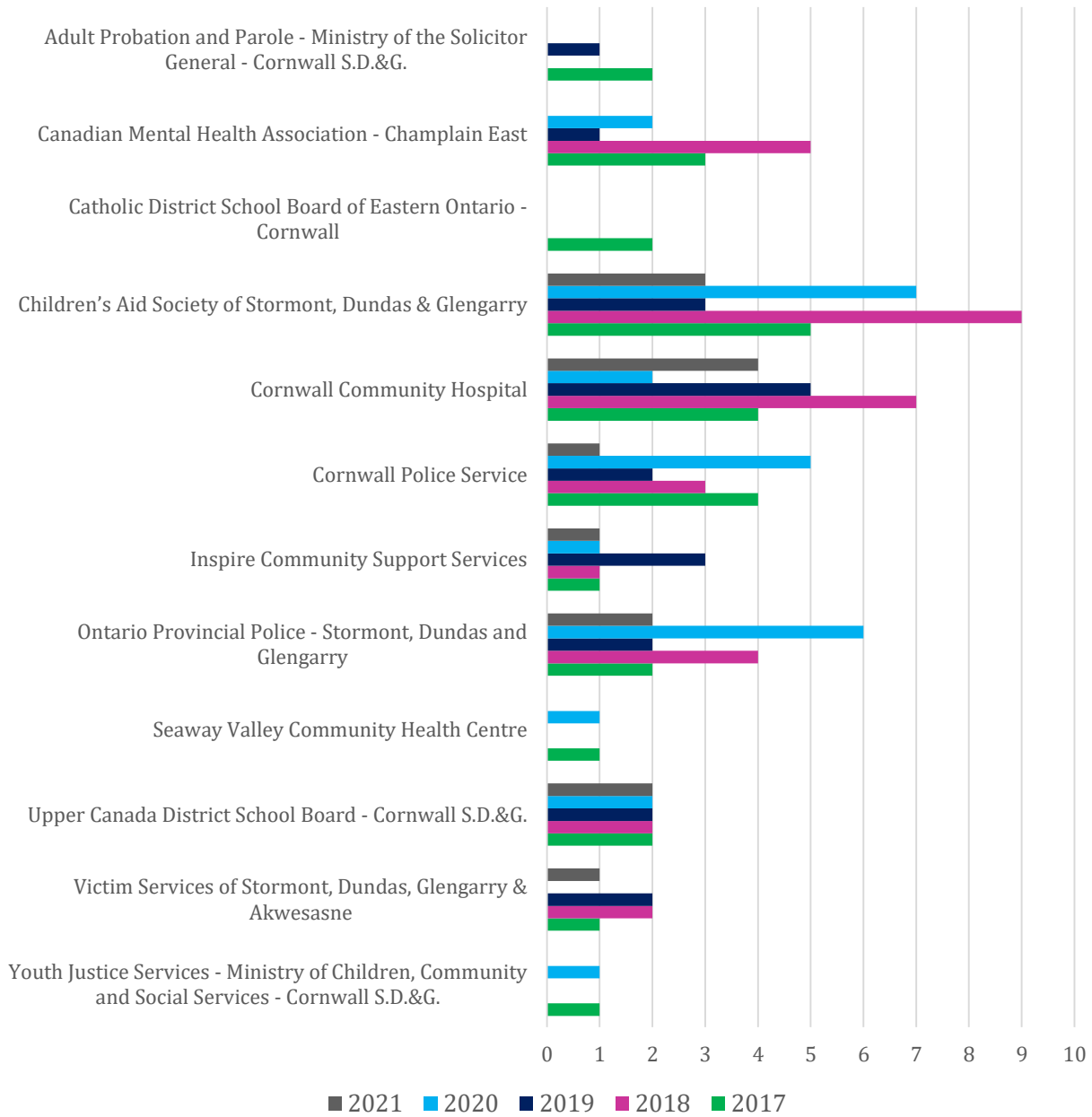
### ORIGINATING AGENCIES

A total of ten agencies have brought forward situations since May 2<sup>nd</sup>, 2017. The chart below shows the number of times these agencies originated a situation since the beginning of the CSDG Situation Table.



### LEAD AGENCIES

While the originating agency is responsible for planning the referral and bringing the situation(s) to the table, it is the responsibility of one of the participating agencies to act as a lead. The lead agency will ensure the intervention/plan is being met and followed, communicates with the other agencies involved in the intervention, and reports back to the Situation Table at the following meeting. Of the 123 AER situations brought forward, the following chart reveals which agencies have been involved as a lead annually.



## ASSISTING AGENCIES

A lead agency requires the assistance of other agencies in order to make the door knock a successful turning point. The following data demonstrates which agencies have assisted with situations and how frequently they have been in the role of an assisting agency. It should be noted that all agencies who sit around the table on a weekly basis (not including ad-hoc agencies) have each assisted in at least one situation. On average, six agencies are engaged as an assisting agency per situation.

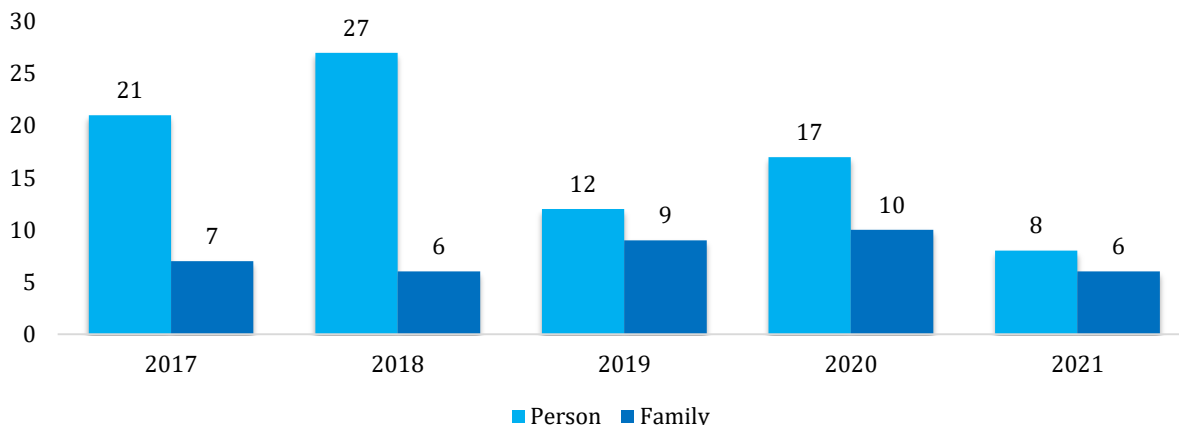
Agency Name	2017	2018	2019	2020	2021
Adult Probation and Parole - Ministry of the Solicitor General	5	7	3	6	
Agape Centre			1	3	
Canadian Mental Health Association - Champlain East	22	27	15	21	8
Carefor Health and Community Services	1	4	2	2	1
Catholic District School Board of Eastern Ontario - Cornwall	4	7	2	2	2
Centre de santé communautaire de l'Estrie					1
Children's Aid Society of Stormont, Dundas & Glengarry	13	12	7	9	3
City of Cornwall Social Services	9	4	6	5	5
Roy McMurtry Legal Clinic				1	2
Cornwall Community Hospital	18	28	18	26	13
Cornwall Police Service	21	18	12	17	5
Cornwall Fire Services				1	2
Cornwall SDG Paramedic Services		2	2		1
Inspire Community Support Services	13	14	8	10	4
Developmental Services Centre				1	
Eastern Ontario Health Unit	2	1		1	
Équipe psycho-sociale		1			
Laurencrest Youth Services	2	1	5	4	2
Local Health Integration Network - Champlain - Cornwall	4	4	1	1	1
Maison Baldwin House		3	1	1	2
Maison Interlude House		4	3	3	1
Naomi's Family Resource Centre		2			1
Ontario Disability Support Program - Ministry of Children, Community and Social Services - Cornwall	7	3	6	3	1
Ontario Provincial Police - Stormont, Dundas and Glengarry	6	5	5	1	4
Regional Integrated Care			1		
Royal Ottawa Health Care Group		1			
Seaway Valley Community Health Centre	8	9	5	3	1
Sexual Assault Support Services for Women		1	2	3	
Upper Canada District School Board - Cornwall S.D.&G.	2	4	5	6	3
Victim Services of Stormont, Dundas, Glengarry & Akwesasne	11	13	5	6	6
Youth Justice Services - Ministry of Children, Community and Social Services	2	2	1	0	
Youth Now Canada			1	2	2

**DEMOGRAPHIC INFORMATION:**

Of the 123 AER cases brought forward to the Situation Table, 85 were involving one person, while 38 were involving a family situation, where multiple persons were requiring assistance. In the situations where a “family” was at risk, no specific gender or age category can be identified.

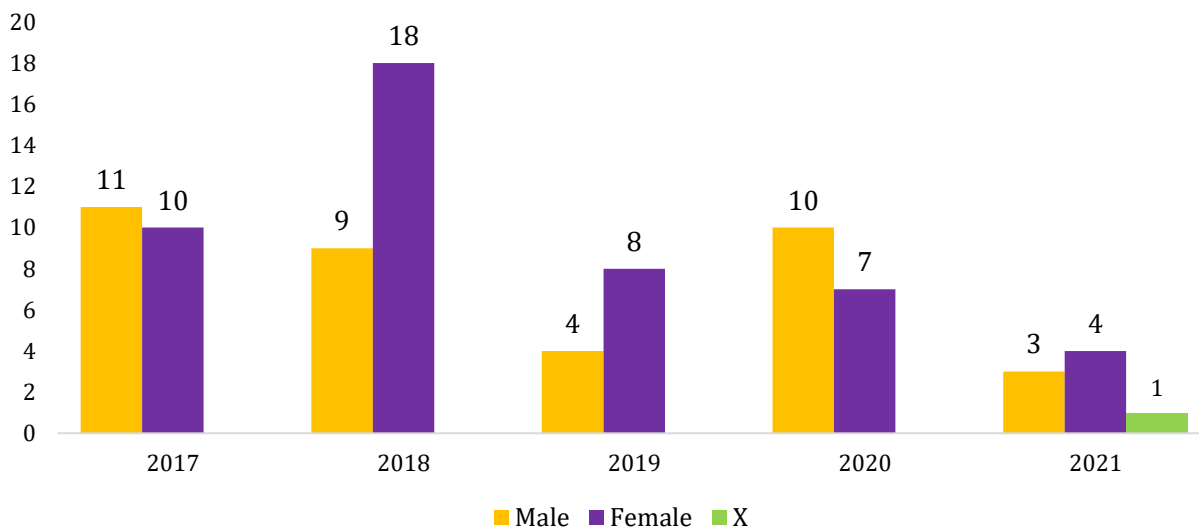
**PERSON VS. FAMILY SITUATIONS:**

The data below compares the number of situations where an individual was involved to the number of situations where a family was involved.



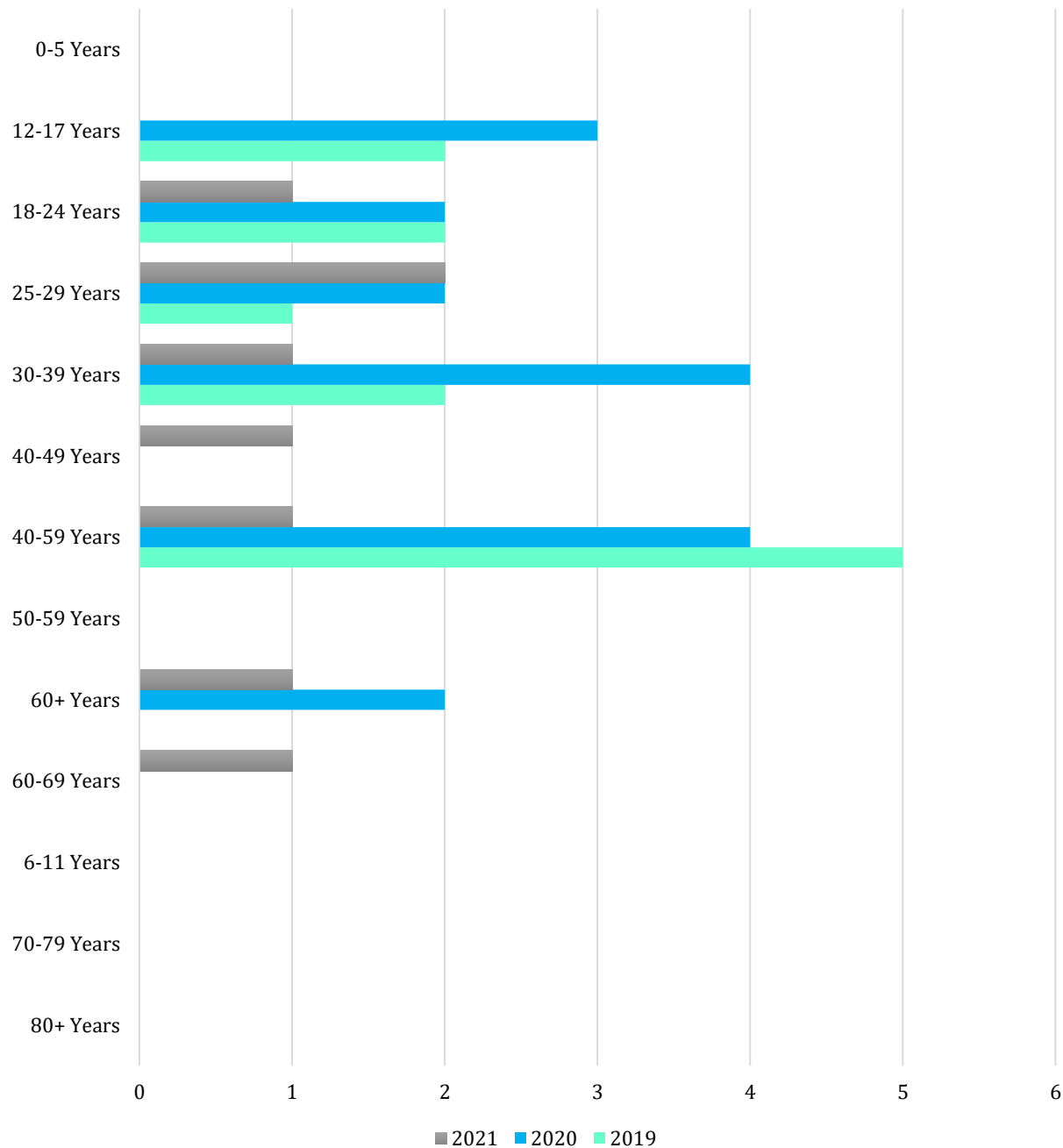
**GENDER:**

The data below shows the gender of the individuals referred via the Situation Table. Please note that during the referral process, the originating agency has the ability to submit the individual’s gender as female, male, NA, unknown, or X.



**AGE GROUP:**

The data below shows the age category of the individuals referred via the Situation Table. In late 2020, the Ministry updated the database to now breakdown age groups beyond the age of 60. Previously, all individuals above that age were grouped together in a 60+ category.



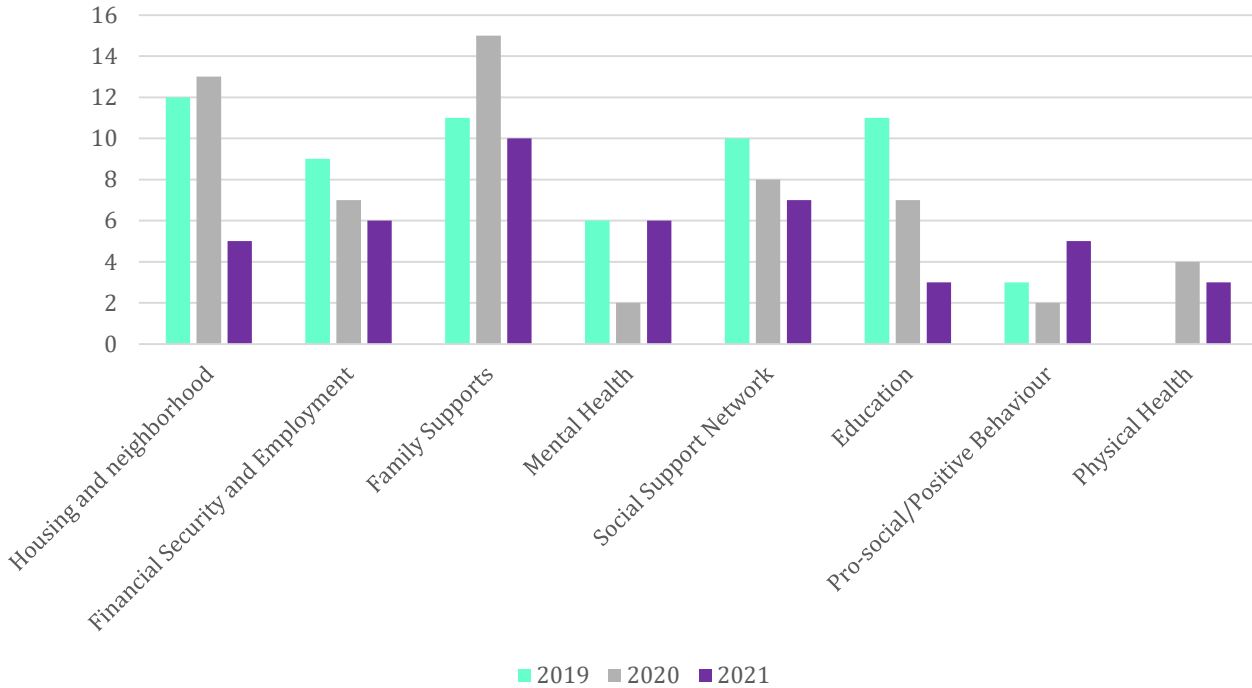
## TOP RISK FACTOR CATEGORIES

When a situation is brought to the table, a number of pre-defined risk factors are identified. On average, 11 risk factors are identified per discussion. 97 out of a possible 105 risk factors have been identified through the CSDG Situation Table database. Each risk factor has a broader/general **category** that it is classified under (*i.e. Mental Health is a general category containing multiple, more specific risk factors to be identified in a situation, such as “diagnosed mental health problem” or “suspected mental health problem.”*) A situation can have multiple risk factors from the same general category. The following chart displays a five-year comparison of the top risk categories.

Top Risk Categories										
Year	Top 1		Top 2		Top 3		Top 4		Top 5	
2017	Mental Health	39	Criminal Involvement	38	Physical Violence	22	Antisocial/Negative Behaviour	19	Physical Health	16
2018	Mental Health	38	Criminal Involvement	36	Drugs	26	Antisocial/Negative Behaviour	21	Emotional Violence	21
2019	Mental Health	36	Emotional Violence	22	Criminal Involvement	20	Drugs	15	Basic Needs	15
2020	Mental Health	39	Drugs	26	Criminal Involvement	21	Antisocial/Negative Behaviour	20	Basic Needs	18
2021	Mental Health	20	Drugs	11	Emotional Violence	10	Physical Violence	10	Housing	9

**PROTECTIVE FACTORS:**

Protective factors are defined as positive characteristics or conditions that can moderate the negative effects of risk factors and foster healthier individuals, families and communities, thereby increasing personal and/or community safety and well-being. The following protective factor groupings have been identified in situations. As indicated below, housing and neighborhood is a protective factor that is most frequently seen in cases brought forward to the table. Protective factors were a new addition to the Risk-Driven Tracking Data base in 2018.





**STUDY FLAGS:**

Study Flags further classify situations and categorize common trends. Presented below is a list of the number of times each one was identified since the beginning of the CSDG Situation Table.

<b>2018</b>	
Recent Escalation	25
Domestic Violence	15
Child Involved	9
Risk of Losing Housing/Unsafe Living Conditions	8
Social Isolation	8
Recidivism	7
Cognitive Disability	7

<b>2019</b>	
Recent Escalation	17
Transportation Issues	10
Social Isolation	9
Homelessness	9
Developmental Disability	7
Learning Disability	7
Risk of Losing Housing/Unsafe Living Conditions	6

<b>2020</b>	
Recent Escalation	16
Child Involved	10
Domestic Violence	10
Risk of Losing Housing/Unsafe Living Conditions	8
Cognitive Disability	5
Methamphetamine Use	5
Homelessness	4

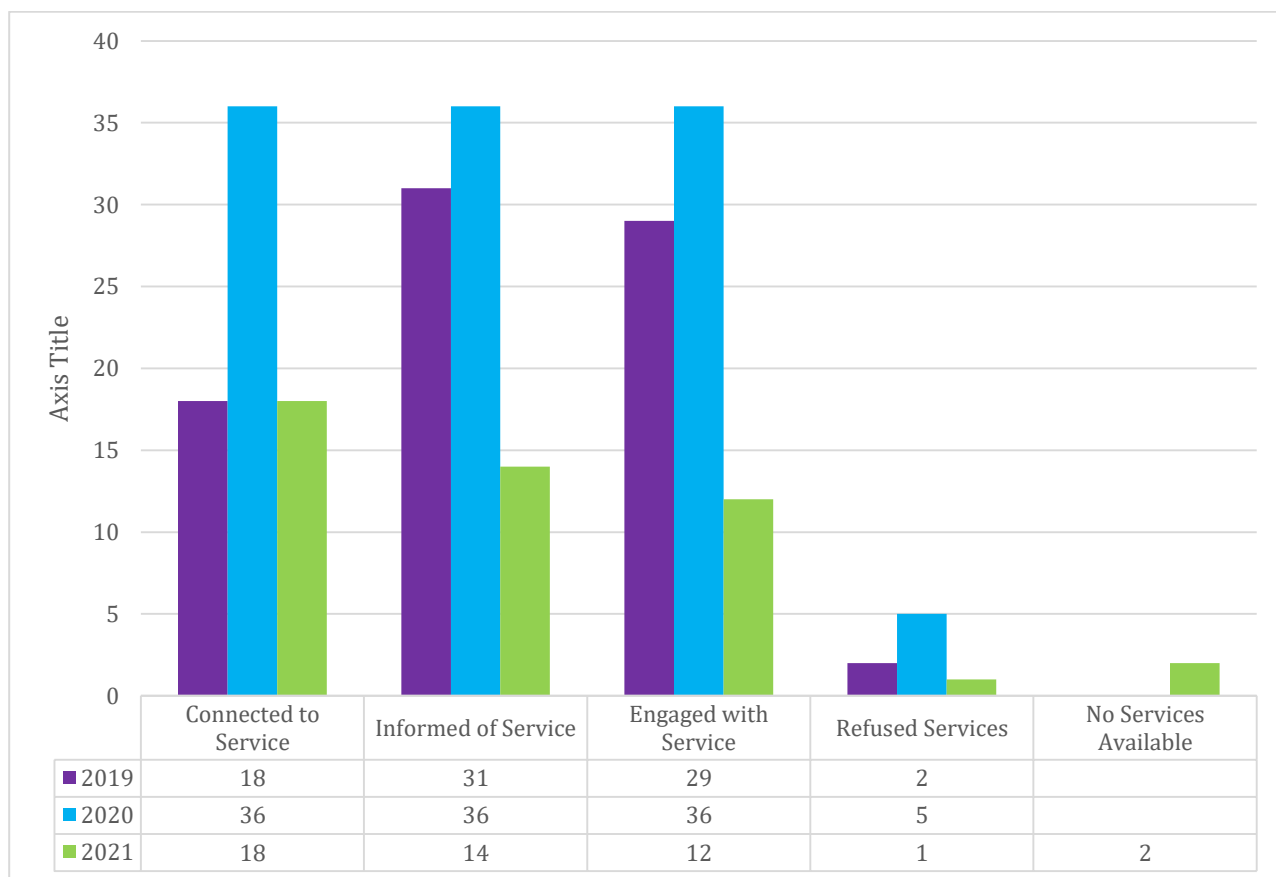
<b>2021</b>	
Recent Escalation	9
Risk of Losing Housing/Unsafe Living Conditions	9
Child Involved	8
Homelessness	6
Social Isolation	6
Domestic Violence	5
Custody Issues/Child Welfare	4

### SERVICES MOBILIZED:

Once an intervention is implemented by Situation Table participants, the services mobilized as a result of the intervention may be recorded into the database. This is a newer feature that started to be tracked in mid-2018. By tracking the Services Mobilized, the outputs of the mobilization process can be recorded. Additionally, this provides a mechanism that promotes collective due diligence among agencies involved in Situation Table discussions. There are three ways in which the Situation Table can mobilize services, as defined below. Services not mobilized due to a lack of available services or refusal of services should also be tracked.

### TYPES OF MOBILIZATION:

- **Informed of Services** - Letting the individual/family know what services are available to reduce risks identified
- **Connected to Services** - Facilitating the individual's/family's communication with a service provider
- **Engaged with Services** - Individual/family actually begins receiving services/supports from an agency
- **No Services Available** - Services not available in the community to refer individual/family to
- **Refused Services** - Individual/family refused services recommended by service provider

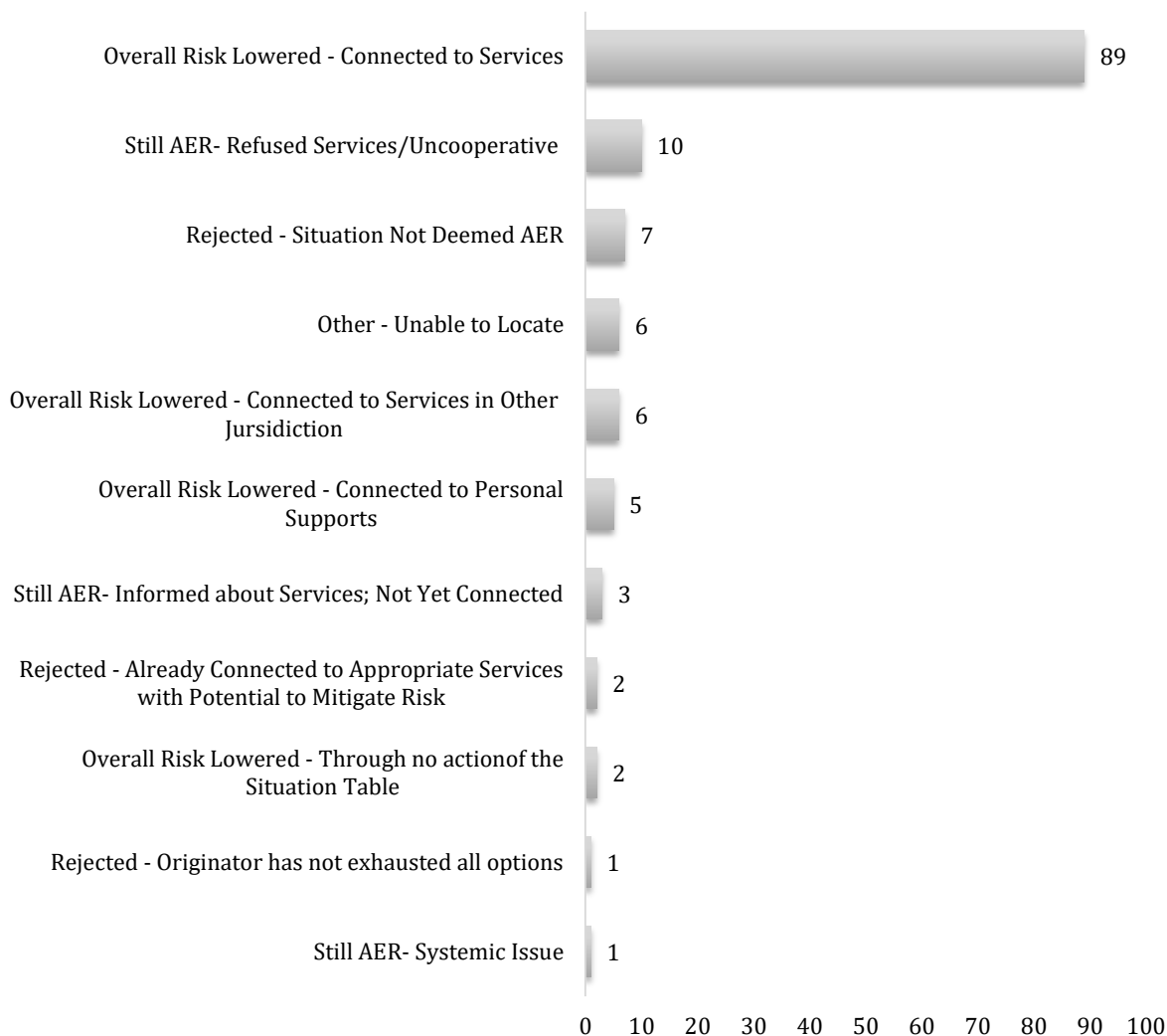


**INTERVENTION DATE:**

Situations from May 2020 to present show that it is taking an average of 2.9 days for the intervention to take place from the time the situation was presented to the Situation Table. So far in 2021, interventions are taking an average of 1.4 days to occur, either happening on the same day as the situation is presented, or the following day.

**CONCLUSION OF SITUATIONS:**

The overall goal of the Situation Table is to lower AER and have the involved party(ies) connected to appropriate services in an expedited amount of time. As mentioned previously in this report, ten situations were concluded as “rejected” due to not meeting AER or being already connected to appropriate services. Six cases have been re-opened since May 2, 2017. Of the 133 AER situations, 102 have resulted in the overall risk being successfully lowered. The breakdown is as follows:



**CONCLUSION:**

Overall, the data presented in this report is an indicator of the continued success of the CSDG Situation Table. This report has focused on data submitted to the Situation Table Risk-Driven Tracking Database between over the last year, including the number of situations, the agencies who have taken the role as originating, lead, and assisting agencies, demographic information on the at-risk parties, the most commonly indicated risk factors, protective factors, services mobilized, study flags, and finally, the report indicates how each case was concluded. 83.6% of the situations resulted in the overall risk being lowered, which means that 102 concluded AER situations have positively impacted the life of a local individual or family.



**CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY**

**MOVED BY** Lyle Warden

**RESOLUTION NO** 168-2021

**SECONDED BY** *Stephanie Jaworski*

**DATE** May 17, 2021

WHEREAS the Upper Canada District School Board and the Catholic District School Board of Eastern Ontario, in partnership with Student Transportation of eastern Ontario began implementing unified bell times to facilitate a standard length of the school day;

AND WHEREAS elementary school bell times will occur between 9:15 am and 9:30 am, while all secondary school bell times will occur at 8:00 am;

AND WHEREAS in many communities, elementary and high schools are in the same buildings, with children from the same families attending both levels of schooling, resulting in challenges for parents in obtaining childcare and transportation to accommodate both schedules;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of South Glengarry hereby urges the Upper Canada District School Board to complete additional, extensive consultation prior to the implementation of the unified bell times and furthermore that this resolution be forwarded to the Upper Canada District School Board, Catholic District School Board of Eastern Ontario, Student Transportation of Eastern Ontario, MPP Jim McDonell, Education Minister Steven Lecce and all municipalities within the Upper Canada District School Board.

CARRIED       DEFEATED       POSTPONED

*Frank Prevost*  
Mayor Frank Prevost

Recorded Vote:	Yes	No
Mayor Prevost	—	—
Deputy Mayor Warden	—	—
Councillor Lang	—	—
Councillor Jaworski	—	—
Councillor McDonell	—	—



CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

MOVED BY Lyle Warden

RESOLUTION NO 169-2021

SECONDED BY *Martin Lang*

DATE May 17, 2021

BE IT RESOLVED THAT the Council of the Township of South Glengarry hereby supports the Council of the United Counties of Stormont, Dundas and Glengarry and the resolution from the City of Brantford regarding the reopening of golf and other outdoor activities and that this resolution of support be sent to the Premier of Ontario, MPP Jim McDonnell, and SDG municipalities.

CARRIED       DEFEATED       POSTPONED

*Frank Prevost*  
 Mayor Frank Prevost

Recorded Vote:	Yes	No
Mayor Prevost	—	—
Deputy Mayor Warden	—	—
Councillor Lang	—	—
Councillor Jaworski	—	—
Councillor McDonell	—	—





CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

MOVED BY Stephanie Jaworski

RESOLUTION NO 170-2021

SECONDED BY SAM McDONELL

DATE May 17, 2021

WHEREAS the Federal government has passed a motion to adopt 988, a National three-digit suicide and crisis hotline;

AND WHEREAS the ongoing COVID-19 pandemic has increased the demand for suicide prevention services by 200 percent;

AND WHEREAS existing suicide prevention hotlines require the user to remember a 10-digit number and go through directories or be placed on hold;

AND WHEREAS in 2022 the United States will have in place a national 988 crisis hotline;

AND WHEREAS the Council of the Township of South Glengarry recognizes that it is a significant and important initiative to ensure critical barriers are removed to those in a crisis and seeking help;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of South Glengarry endorses this 988 crisis line initiative;

AND FURTHERMORE that Staff be directed to send a letter indicating such support to MP Eric Duncan, MPP Jim McDonell, the Federal Minister of Health, the CRTC and local area municipalities to indicate this support.

CARRIED       DEFEATED       POSTPONED

*Frank Prevost*  
 Mayor Frank Prevost

Recorded Vote:	Yes	No
Mayor Prevost	—	—
Deputy Mayor Warden	—	—
Councillor Lang	—	—
Councillor Jaworski	—	—
Councillor McDonell	—	—

Good day,

Please be advised that the Council of the Township of North Stormont adopted the following resolution on May 18, 2021:

**Resolution No. 150/2021**

**Moved By: Deputy Councillor Densham**

**Seconded by: Deputy Mayor Landry**

**Whereas the Federal government has passed a motion to adopt 988, a National three-digit suicide and crisis hotline;**

**And whereas the ongoing COVID-19 pandemic has increased the demand for suicide prevention services by 200 per cent;**

**And whereas existing suicide prevention hotlines require the user to remember a 10-digit number and go through directories or be placed on hold;**

**And whereas in 2022 the United States will have in place a national 988 crisis hotline;**

**And whereas the Council of the Township of North Stormont recognizes that it is a significant and important initiative to ensure critical barriers are removed to those in a crisis and seeking help.**

**Now therefore be it resolved that the Council of the Township of North Stormont endorses this 988 crisis line initiative;**

**And further, that Staff be directed to send a letter indicating such support to the local MP, MPP, Federal Minister of Health, the CRTC and local area municipalities to indicate our support.**

**CARRIED**

Thank you for your consideration and potential support,

Austin



**Austin Winters, MPA**  
Deputy Clerk

The Township of North Stormont  
15 Rue Union St., P.O. Box 99  
Berwick, ON. K0C 1G0  
P: (613) 984-2821 x230  
F: (613) 984-2908  
E: [awinters@northstormont.ca](mailto:awinters@northstormont.ca)  
W: <https://northstormont.ca>





CORPORATION OF THE MUNICIPALITY OF CALVINResolutionDATE: May 25, 2021NO. 2021-137MOVED BY Christine ShippamSECONDED BY Sandy Cross

“That Dead-End Road delegations be received from parents, video, site [www.durhamdeadendroadkids.ca](http://www.durhamdeadendroadkids.ca) and attached correspondence and;

Whereas Dead-End Road Kids (cul-de-sacs, private roads) busing is being moved from long-time residential pick-ups; percentages of 830,000 Ontario based students impacted as Student Transportation Services (STS) citing buses shouldn't access private roads, do 3-point turns, or backups; kids are expected to walk 1-2 km twice daily (caregivers 4x) in the morning dark or narrow road shoulders, and with no “bus stop ahead” warning signage;

Whereas parents report employment/housing is at risk as they must leave work to drop off/pick up children to avoid safety hazards of kids walking on highways unsupervised; secondary school youth reporting education at risk as missing class/affecting grades; children with disabilities are not helped (e.g. double amputee who needs bus stop moved 160 ft. and parents were told it's their “responsibility to get kids to bus safely”);

Whereas parents are being told busing policy is schoolboard's, but schoolboard say its STS, who say it is the Governance Committee of Ministry of Transportation, but Ministry of Education say it's “transportation consortia who administer the policy”; and trustee, governance say cannot change policies, so parents appealing to police, press and Councils with respect to the dangers; and that an oncoming car killed 12 year old Cormac and injured his sister while waiting at a newly relocated bus stop at the base of a hill, and;

Whereas STS have advised road improvements are the responsibility of municipalities, yet municipalities do not own the needed land, nor have millions of dollars to create 77m bus turnarounds, and;

Whereas Ontario Transportation Funding is \$1 billion: Jan 27/20 Ministry said they'd improve student transportation, review funding formula; and given STS gets their funding by scoring well in reviews, and given Ministry establishing “Student Transportation Advisory Group” to hear STS sector expertise experience, and ideas;

Now Therefore Be it Resolved that the Corporation of the Municipality of Calvin requests;

1. Exceptions to allow 3-point turns or backing up where necessary, to provide safer service to dead-end and private road kids, that policies be amended to reflect; and when not possible,
2. Exceptions to allow indemnification agreements to access private land for bus turnarounds to keep bus stops safer and closer to prescribed 800m distance; and when not possible,

3. "Bus Stop Ahead" warning signage be required to notify oncoming traffic, prior to STS moving common stops to main roadway and,
4. STS be comprised of solutions like mini-buses, vans, taxis or public transit worked into funding formulas so that it does not negatively impact STS funding stats; and,
5. Kid Key Performance Indicator (KPI) be included for Ministry "Effectiveness & Efficiency Follow Up Reviews", establishing benchmarks for responsive problem solving for kids & parents' busing concerns, and that this be an STS factor to receive funding; and,
6. That the Province provide a "Parent Portal" for ongoing busing feedback of their STS, so families and kids can review/provide comments, especially during Ministry STS reviews and revisions to funding; and,
7. That the Province have GPS tracking software to notify parents when children picked up/dropped off, and;

That this Motion be distributed to Premier Doug Ford; Honourable Stephen Lecce, Minister of Education; Honourable Caroline Mulroney, Minister of Transportation; Honourable Vic Fedeli, MPP; Honourable Anthony Rota, MP; all Ontario Municipalities; Rural Ontario Municipal Association (ROMA); Ontario Good Roads Association (OGRA); and Association of Municipalities of Ontario (AMO).

CARRIED \_\_\_\_\_



DIVISION VOTE

<u>NAME OF MEMBER OF COUNCIL</u>	<u>YEA</u>	<u>NAY</u>
Coun Cross	<u>  X  </u>	<u>      </u>
Coun Maxwell	<u>  X  </u>	<u>      </u>
Coun Olmstead	<u>  X  </u>	<u>      </u>
Coun Shippam	<u>  X  </u>	<u>      </u>
Mayor Pennell	<u>  X  </u>	<u>      </u>



**Office of the Warden**  
Warden Jim Aitcheson

MPP Randy Pettapiece  
[randy.pettapiece@pc.ola.org](mailto:randy.pettapiece@pc.ola.org)

May 26, 2021

**RE: Domestic COVID-19 Vaccine Production and Capacity**

---

Dear MPP Pettapiece,

At the regular meeting of Council held on May 20, 2021, Perth County Council passed the following resolution brought forward from a Notice of Motion:

Moved by: Councillor Doug Eidt  
Seconded by: Councillor Doug Kellum

WHEREAS throughout the COVID-19 pandemic, Canada has relied on international partners to provide COVID-19 vaccinations; and

WHEREAS the distribution of COVID-19 vaccines to Canada may be delayed due to the production/distribution of the vaccine outside of Canada; and

WHEREAS the increased support from all levels of government on the creation of COVID-19 vaccines domestically would increase Canada's vaccine capacity; and

NOW THEREFORE the Council of Perth County recommend to the Federal Government to support domestic production of a COVID-19 vaccine; and

THAT the Council of Perth County encourage all levels of Government to engage and support domestic vaccine capacity; and

THAT this motion be sent to Perth / Wellington MPP Randy Pettapiece, MP John Nater and to all municipalities of Ontario.

The conversation was centered around the COVID-19 vaccination, but further developed to ensuring that as a Country we can best create and supply all necessary vaccinations. We thank you for your

**Corporation of the County of Perth** 1 Huron Street, Stratford, Ontario, Canada N5A 5S4  
t. 519-271-0531 f. 519-271-6265 [www.perthcounty.ca](http://www.perthcounty.ca)

advocacy on this matter and look forward to supportive responses from our municipal counterparts and officials from all levels of government.

Sincerely,

A handwritten signature in black ink, appearing to read 'JA' or 'Jim Aitcheson', written in a cursive style.

Jim Aitcheson, Warden  
The Corporation of the County of Perth

CC:  
MP John Nater - [John.Nater@parl.gc.ca](mailto:John.Nater@parl.gc.ca)  
Ontario Municipalities



## KEY INFORMATION REPORT

### CORPORATE SERVICES

June 21, 2021

#### **SUBJECT: Acting Warden Position 2021**

#### **BACKGROUND:**

On June 11, 2021, the United Counties of Stormont, Dundas and Glengarry was notified that Frank Prevost had been granted an unpaid, six-month leave of absence from the Township of South Glengarry. As a result of the leave of absence granted at the local municipality, Mr. Prevost is no longer eligible to fulfill the requirements as a sitting member of County Council for the duration of the leave and therefor can no longer serve as Warden.

The purpose of this report is to determine if Council wishes to maintain the status quo for the duration of the 6-month leave of absence (i.e. continue with the approved Acting Warden rotation) or do something different.

#### **COMMENTS/OBSERVATIONS:**

##### Acting Warden

Section 2.2 of the County's Procedure By-Law speaks to the Acting Warden role. At the January meeting of Council each year, the Warden appoints an Acting Warden on a month to month basis for the year. The by-law states that the Acting Warden will act in the absence of the Warden. The month-to-month rotation listing is attached to this report for information. If Council remains satisfied with this, no further action is required until a new Warden is sworn in in December 2021.

If Council wishes to appoint one member as Acting Warden to serve until a successor is appointed, instead of the month-to-month rotation, Council could suspend the rules of procedure and appoint an Acting Warden by resolution. If more than one member of County Council is interested in serving as Acting Warden until their successor is appointed, an election will then need to be administered. Should Council determine this is appropriate, staff recommend scheduling a special meeting of Council to conduct the election process.

##### Committee Appointments

The Warden sits on a variety of Committees and Boards. Section 4.7 of the County's Procedure By-law speaks to Councillors being unable to attend the meetings of Committees due to illness or absence. This section also applies to the Warden being absent and unable to attend Committee meetings. The by-law states that "Council may appoint another Councillor to act in their stead and the Councillor so appointed shall be deemed to be a member of the Committee and entitled to act thereon only during such illness or absence."

Going forward, Council members could submit their interest in serving on a Committee with a vacancy to the Acting Warden and Clerk. An appointment report will then be brought forward at a future meeting to ratify the new appointments.

The Committee listing is attached to this report for information.

**Attachments:**

- Warden's Designate Listing
- Committee Appointments

Respectfully submitted.

Kimberley Casselman  
Director of Corporate Services/Clerk

### 2021 Warden's Designate Listing

January	Councillor Carma Williams
February	Councillor Tony Fraser
March	Councillor Steven Byvelds
April	Councillor Kirsten Gardner
May	Councillor Bryan McGillis
June	Councillor Lyle Warden
July	Councillor Carma Williams
August	Councillor Tony Fraser
September	Councillor Steven Byvelds
October	Councillor Kirsten Gardner
November	Councillor Bryan McGillis
December	Councillor Lyle Warden

## **2021 Committee Appointments**

**Joint Liaison Committee** - Jamie MacDonald, Frank Prevost, Steven Byvelds, Allan Armstrong

**Library Board** - Frank Prevost, Lyle Warden, Tony Fraser, Frank Landry

**Police Services Board** - Jim Wert, Bryan McGillis

**Eastern Ontario Health Unit** - Carma Williams, Frank Prevost

**Glen Stor Dun Lodge** - Steven Byvelds, Lyle Warden

**Cornwall and Area Housing** - David Smith, Jim Wert

**St. Lawrence River Institute** - Kirsten Gardner

**Raisin-South Nation Source Water Protection** - Carma Williams

**Municipal Advisory, Algonquin Land Claim** - Tony Fraser





## KEY INFORMATION REPORT

### TRANSPORTATION SERVICES

June 21, 2021

#### **SUBJECT: Sign By-Law Deferral**

#### **BACKGROUND:**

Following the Council meeting of June 7<sup>th</sup>, staff had made the proposed sign by-law available for public review and comment (<https://www.sdgcounties.ca/signagebylaw>). A total of four comments were received, three from members of the public and one from the lawyer of a business currently operating a digital sign.

A summary of the comments / concerns received from the public were as follows:

- Digital signs should not be in the sightline of residential homes
- Digital signs should only be permitted in commercial areas
- 10:00pm is too late for signs to be turned off
- Concern with how the by-law will be administered and enforced (equipment to be used, who is actually enforcing the by-law)
- That digital sign permits should only be valid for one year, then renewed (allows complaints against sign to be considered during annual renewal)
- Requirement that any digital signs that constitute a nuisance must be removed

At the end of business on June 17<sup>th</sup>, SDG received a letter from Gowling WLG (Mr. Jacob Polowin) on behalf of Patricia Theriault and South Dundas Waterfront Development Corporation. Mr. Polowin requested that the letter provided to the County Clerk be circulated to all of Council. A copy of this letter is attached to this report.

**COMMENTS/OBSERVATIONS:**

As Council will note in the attached, Gowling is claiming that the proposed bylaw is “*Ultra Vires*” and “*Being considered in bad faith*”. The conclusion of the letter notes that if Council proceeds to adopt the by-law, [South Dundas Waterfront Development Corporation] *may pursue all available legal including [an] appeal to the Ontario Land Tribunal and/ or commencing an application in Superior Court, at which the Counties would be liable for our client’s costs.*

Staff have circulated the letter from Gowling to the County’s legal Counsel. Legal Counsel’s recommendation is to defer passing the by-law (at this meeting) so that the County and legal Counsel can review and respond to the issues raised. Staff will follow up with legal Counsel and report back at the July meeting (or earlier if a special meeting is preferred).

Staff also welcome any suggested amendments based on the comments received from the public.

Respectfully Submitted,

Attach:

- Letter from Gowlings to County Council
- Proposed Sign By-law



June 17, 2021

Kimberley Casselman  
 Director of Corporate Services/ Clerk  
 United Counties of Stormont, Dundas and  
 Glengarry  
 26 Pitt Street,  
 Cornwall, ON K6J 3P2

**Jacob Polowin**  
 Direct +1 613 786 0134  
 Direct Fax +1 613 788 3442  
 jacob.polowin@gowlingwlg.com  
 File no. 02422337

Dear Ms. Casselman:

**Re: Draft Signage By-law Update**

We are the lawyers for Patricia Theriault and South Dundas Waterfront Development Corporation (“SDWDC”). We are writing with regards to the Draft Signage By-law Update (the “Draft Sign By-law”), scheduled to be considered by Council at its meeting on June 21, 2021 and ask that this letter be circulated to Members of Council in advance of the meeting.

As you are aware, our clients currently operate a Digital Sign located on their property at 11141 County Road 2 (the “Digital Sign”). The Digital Sign was lawfully erected pursuant to a sign permit from the Counties. We have reviewed the Draft Sign By-law and are concerned that it is both illegal and in bad faith. Our clients urge Council not to adopt the New Sign By-law.

**1) *Ultra Vires* extinguishment of nonconforming rights**

Sections 3.1 and 3.2 of the Draft Sign By-law purports to impose operating requirements with respect to all signs, including those signs that were “erected or displayed prior to the coming into force of this by-law.”

Under s. 34(9) of the *Planning Act*, a by-law may not prohibit the use of land, a building, or a structure if the use was lawful on the day that the by-law came into effect. The Draft Sign By-law purports to strip legally nonconforming signs of this protection by prohibiting their operation should they not comply with the new operating requirements set out in the by-law within 15 days of its coming into effect.

Moreover, under the common law, the protection for legally nonconforming uses is even stronger. The owners of legally nonconforming uses have a general right to reasonably evolve, intensity, and expand their legally nonconforming use. The intensification or expansion is permitted, so long as it does not cause undue adverse impacts on the surrounding neighbourhood (which must be established by **objective evidence**) sufficient to override the right of the landowners to the reasonable evolution of their legally nonconforming rights.<sup>1</sup>

---

<sup>1</sup> *Saint Romuald (City) v. Olivier* [2001] 2 SSCR 898.



The Digital Sign was lawfully erected pursuant to a sign permit from the Counties, and therefore was lawful on the day that the Draft Sign By-law will come into force if adopted by Council. Sections 3.1 and 3.2 of the Draft Sign By-law seek to prevent the operation of the Digital Sign and to impose limits on its reasonable evolution, intensification and expansion.

These sections are therefore *ultra vires* the Counties' authority under the *Planning Act* and the common law.

## 2) The Draft Sign By-law is in bad faith

Pursuant to sections 272 and 273 of the *Municipal Act*, a by-law may be quashed if it is passed in bad faith. The Courts have identified a number of "badges," or "indicia" of bad faith, which include, but are not limited to:

- a) the by-law is discriminatory in that it singles out a particular property to the clear detriment of its owners;<sup>2</sup>
- b) the process by which Council reached its decision was marked by impartiality;<sup>3</sup>
- c) the by-law was enacted without consultation with affected stakeholders; and<sup>4</sup>
- d) the by-law is arbitrary and/or was enacted without sufficient due diligence and study.<sup>5</sup>

These indicia are not mutually exclusive. A number of indicia may be (and often are) present with respect to a by-law passed by a municipality. In this case, it is clear that all of the above indicia exist with respect to the Draft Sign By-law, for the following reasons:

- a) subsection 3.2(b) of the Draft Sign By-law explicitly provides for legally nonconforming rights only for billboards, and thereby specifically exempts the Digital Sign – at this time the only sign of its kind in the Counties – from those protections. While this exemption is *ultra vires* for the reasons set out above, it is also clear evidence of the Counties' deliberate targeting of and discrimination against our clients;
- b) we have reviewed the past meetings of Council at which previous sign by-laws have been discussed, and it is clear from these meetings that the process leading to previous by-laws and the Draft Sign By-law has been marked by impartiality against our clients. At these meetings, members of Council have been open about their deliberate targeting of our clients;
- c) the Draft Sign By-law specifically targets our clients, and was enacted without their consultation; and

<sup>2</sup> *H.G. Winton Ltd. v. Corporation of the Borough of North York* (1978) 20 OR (2d) 737 (Ont Gen Div); *John Edwards and Francis Edwards v. The Corporation of the Township of Faraday* (2006) 45 MPLR (4<sup>th</sup>) 299 (Ont Sup Ct).

<sup>3</sup> *Xentel DM Inc. v. Windsor (City)* [2004] OJ No. 3656 (Ont Sup Ct).

<sup>4</sup> *Airport Taxicab (Pearson Airport) Association v. Toronto (City)* 2008 43 MPLR (4<sup>th</sup>) 246 (Ont Sup Ct).

<sup>5</sup> *Grosvenor v. East Luther Grand Valley (Township)* 2007 ONCA 55.



- d) the Draft Sign By-law was enacted without sufficient due diligence or study. In particular, the requirement for a 30 second dwell time is arbitrary, unsupported by study, and is far longer than the industry standard dwell time of 6-10 seconds. Indeed, our clients have previously voluntarily complied with the Counties' request to extend the dwell time to **9 seconds**, which was judged by staff to be sufficient. Similarly, the requirement for turning off a digital sign between 10:00pm and 7:00am is arbitrary, unsupported by study, and contrary to industry standards.

In light of the above, it is clear that the Draft Sign By-law is both *ultra vires* and in bad faith, and our clients urge Council not to adopt the by-law. Should the Counties proceed to adopt the Draft Sign By-law, our clients may pursue all available legal remedies, including appeal to the Ontario Land Tribunal, and /or commencing an application in Superior Court, at which the Counties would be liable for our clients' costs.

Should you wish to discuss this matter further, please contact the undersigned.

Sincerely,

Gowling WLG (Canada) LLP

*Jacob Polowin*

Jacob Polowin

JP

cc: Members of Council  
Roberto Aburto, Gowling WLG Ottawa  
Clients



## Schedule 'A' to By-law No. XXXX Signage Requirements

### Section 1: Definitions

#### **“Billboard Sign”**

means any sign with a display area greater than 11m<sup>2</sup>

#### **“County”**

means the United Counties of Stormont, Dundas and Glengarry.

#### **“County Road”**

means a road under the jurisdiction of the United Counties of Stormont, Dundas and Glengarry.

#### **“Complex Visual Animation”**

means an animation which shows a series of images creating the illusion of movement (e.g. video clips etc. as would typically be displayed on television screens or computer monitors). Complex visual animation does not include basic animations typically shown on scrolling LED signboards.

#### **“Digital Sign”**

means an electronic sign used to convey images and information through the use of incandescent lamps, neon halogen or any other gas based light sources, LCD, LED, or illuminated projection screens and technology.

#### **“Local Municipality”**

means a lower tier municipality of the United Counties of Stormont, Dundas and Glengarry.

#### **“Official Sign”**

means a sign placed by or under the jurisdiction of the Transportation Department, or under the authority of a statute, by-law, or provincial or federal authority.

#### **“Owner”**

means any person: described on a sign; whose name, address, or telephone number appears on a sign; who installed a sign; who is in lawful control of a sign; or who benefits from the message on a sign. For the purposes of this By-law there may be more than one owner of a sign.

#### **“Residential Area(s)”**

means any area that is zoned under a local municipal zoning by-law which permits residential uses.

#### **“Road Allowance”**

means a County road allowance and includes all lands and structures contained within the outer limits of the allowance including grassed areas, ditches, curbs, gutters,



sidewalks and other structures and includes a “Highway” as defined under the Highway Traffic Act (Ontario) that is under the jurisdiction of the County.

### “Sign”

means any device, object or thing that is designed to convey a message for the purpose of advertising, identifying, announcing, directing, or promoting any idea, event, activity, product, service or facility, or conveying any other type of message. For the purpose of this by-law a ‘sign’ includes either the display face, posts, foundation, supporting members or a combination of any or all of the above elements (the “Sign Elements”). A Sign shall include any attachment to any of the Sign Elements.

### “Temporary Sign”

means a sign that is less than 3m<sup>2</sup>, freestanding, and mounted on light breakaway support systems.

### “Transportation Department”

means the County Engineer or designate.

### “Visual Nuisance”

means a visual display of any type which is causing intrusive impact, abnormal lighting conditions, an unreasonable inconvenience, annoyance or discomfort, to a third party, as determined in the sole discretion of the County Engineer.

## Section 2: General

2.1 The following signs shall be permitted within the road allowance:

- a) Signs erected by any municipal authority for the regulation, safety or guidance of traffic, or to provide public information (i.e. community groups, service clubs or sport or leisure trails). The location and size of signs erected by any municipality must be approved by the Transportation Department. No advertising, sponsorship or business identification will be allowed on permanent signs. Those erecting permanent signage within the County right of way shall be required to provide a certificate of insurance to indemnify the County against any liability with coverage limits as recommended by the County insurer.
- b) Temporary signs, including but not limited to:
  - i. signs identifying recognized service clubs and community groups
  - ii. event signs (i.e. community functions)
  - iii. election signs
  - iv. commercial signs
  - v. real estate signs

All temporary signage located within the County right-of-way is installed at the owner’s risk and is subject to be removed without notice by the County.



- c) Privately owned signs with a valid encroachment permit issued by the County (including partial/ full encroachments aerial or otherwise within the right-of-way). The cost to install privately owned signs within the right of way will be borne by the individual or agency requiring the sign.

## 2.2 Signs shall not:

- a) Be accompanied with a device that creates noise, or that resembles an official light not used for the purpose of controlling traffic or for the safety of workers under any Act.
- b) Resemble an Official Sign or a traffic control signal.
- c) Be illuminated, reflectorized, create direct or indirect glare, or display electronic messaging in a manner which is deemed to be a safety hazard in the sole discretion of the Transportation Department.
- d) Be permitted when they do not comply with the provisions of a local Zoning By-law, Building Code, Electrical Safety Code, the Occupational Health and Safety Act, the Construction Safety Act, or any other applicable government regulation.
- e) Promote violence, hatred or discrimination on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, sex, sexual orientation, age, marital status, family status, disability or contempt against any identifiable group. The message, logos, graphics displayed on any sign must not be disrespectful or contain profanity, obscenity, or promote unlawful activity.

## 2.3 Temporary Signs shall not:

- a) Be located within a roadway, shoulder, median, planting bed, drain, ditch or watercourse.
- b) Impact the function of a County Road by:
  - i. Creating a safety hazard;
  - ii. Impeding or obstructing municipal maintenance or construction operations;
  - iii. Impeding access to or obstructing a fire hydrant;
  - iv. Impeding or obstructing the passage of pedestrians where they are reasonably expected to walk; or
  - v. Impairing or obstructing the visibility of vehicular or pedestrian traffic or a railway crossing.





- c) Obscure or detract from the visibility or effectiveness of an official sign or a traffic control signal.
- d) Be powered with electrical wiring.
- e) Be painted onto, affixed by an adhesive, taped or wired onto:
  - i. A tree, shrub or any other natural object;
  - ii. A utility box, traffic signal control box, bridge, guiderail or any other road structure;
  - iii. An official sign; or
  - iv. The support of a luminaire, Official Sign, or any other traffic control device.

#### 2.4 Digital Signs shall not:

- a) Have a dwell time of less than 30 seconds, display complex visual animations or have transitions which are distracting, all as determined in the sole discretion of the Transportation Department.
- b) Fail to eliminate any Visual Nuisances associated with the Digital Sign.
- c) Fail to be turned off between 10:00 p.m. and 7:00 a.m. when they are within direct sightline of a Residential Area so as to eliminate any Visual Nuisances associated with the sign.
- d) Fail to be dimmed to one quarter of the usual day time lux of the Digital Sign in question, between sunset and 10:00 p.m. when they are within direct sightline of a Residential Area.
- e) Fail to be dimmed or turned off when directed by an official of the Transportation Department acting in accordance with the requirements of subsection 2.4.
- f) Section 2.4 (a) to (e) applies to all electronic displays except for animated displays located within storefronts that are intended for pedestrians and that cannot easily be seen by passing vehicles or Residential Areas.

### Section 3: Existing Signs

3.1 Every person who erects, displays, alters or repairs a sign within the County, and every owner of a place upon which a sign is erected, displayed, altered or repaired, shall ensure that such sign is erected, displayed, altered, or repaired in compliance with the provisions of this by-law.

#### 3.2 Interpretation and Exception

- a) Without limiting the generality of section 3.1, section 3.1 shall be interpreted as requiring every owner of a place upon which a sign was erected or displayed prior to the coming into force of this by-law to ensure that such sign is and operates in compliance with the provisions of this by-law or bring the sign into compliance with the provisions of this by-law within 15 days of the coming into force of this by-law.
- b) The only exception to subsection 3.2(a) is with respect to an existing Billboard that has all its governmental permits and is lawfully placed that contravenes, at the time of this by-law coming into force, subsection 4.2 iii.

## Section 4: New Signage Requirements – Size, Location and Orientation

4.1 Signs within 45m of the centreline of a County Road shall require a permit. Signs greater than 45m from the centreline of the road and temporary signs do not require a permit provided the owner complies with the provisions of Section 2 and Section 4 as applicable.

4.2 All signs installed in rural areas shall not:

- i. exceed 7.5m in height above the ground;
- ii. exceed 30m<sup>2</sup> in display area (per side);
- iii. (if a billboard) be placed within 200m of another billboard sign (per direction);
- iv. be affixed to, mounted upon, or be made to form part of a fence
- v. be placed in, or be allowed to overhang, a daylighting area, or;
- vi. be placed in any area that in the opinion of the Transportation Department will constitute any other hazard to vehicular traffic.

4.3 All signs installed in urban areas shall not:

- i. exceed 7.5m in height;
- ii. exceed 30m<sup>2</sup> in area (per side);
- iii. be placed in, or be allowed to overhang, a daylighting area, or;
- iv. be placed in any area that in the opinion of the Transportation Department will constitute any other hazard to vehicular traffic.

4.4 Freestanding signs shall be installed at either 45 degrees or greater to the centreline of a County Road. When signs have been installed to be viewed on the left-hand side of the road, no additional billboard signs will be permitted within the spacing requirements on the opposite side of the road.



## Section 5: Administration

- 5.1 The Transportation Department is responsible for the administration of this By-law.
- 5.2 Every application for a permit under this By-law shall be made on the form provided by the Transportation Department, and shall be accompanied by any plans, drawings, and other information prescribed on the application, including local Municipal sign-off, which confirms that they have no objections to the proposed sign.
- 5.3 Every person applying for a permit shall pay the application fee approved by County Council. Sign permit application fees are in accordance with the County's User Fee By-law, as amended from time to time. There shall be no permit fee for signs installed onto existing buildings, signs installed as part of an approved Community Improvement Project, when signs are being refaced or undergoing minor repairs or modifications (in the sole discretion of the County Engineer) or for signs installed between 30m to 45m from the centreline of a County Road.
- 5.4 Signs must be installed within 6 months of the date of issuance of the permit or the permit will have deemed to expire and a new application is required.
- 5.5 A sign permit may be revoked by the County Engineer, or when directed by County Council, if the sign is not being or has not been installed in accordance with the approved permit or when the sign is operating contrary to the provisions of this by-law.
- 5.6 County Council may authorize a minor variance from the requirements of this By-law. The fee to make a request for a sign minor variance shall be in accordance with the County's User Fee By-law, as amended from time to time.
- 5.7 Nothing in this by-law exempts a person from complying with any other by-law or requirement of a local municipality, government, or agency having the authority to deal with a matter related to a sign.

## Section 6: Enforcement

- 6.1 This By-law may be enforced by the Transportation Department, a municipal by-law enforcement officer, or a police officer.
- 6.2 Any owner who operates, places, or permits to be placed or operated, a sign that does not comply with this By-law is required, upon receipt of an order of the Transportation Department or notice of revocation of their permit, to either modify the sign to comply with the By-law, or remove the sign forthwith and restore the sign location to a condition satisfactory to the Transportation Department.
- 6.3 If the owner is required, by order of the Transportation Department, to modify or remove a sign and fails to do so, then the Transportation Department, a municipal by-



law enforcement officer, or a police officer may immediately remove it, without notice or compensation to, and at the risk, of its owner.

- 6.4 The County assumes no liability for any signage, and may at any time, when acting under authority of this bylaw, remove, relocate, dismantle or destroy any Sign or Temporary Sign without notice. The County has no obligation to maintain non-compliant signage, nor has any obligation to return non-compliant signage to the owner if removed.
- 6.5 Every person or owner who contravenes a provision of this By-law 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, c. P.33, as amended.
- 6.6 The County and a local municipality may recover expenses for the removal, transportation and disposal of a Sign or Temporary Sign, and for the restoration of any Sign location from the owner by court action, or in like manner as municipal taxes.



## KEY INFORMATION REPORT

### TRANSPORTATION SERVICES

June 21, 2021

#### SUBJECT: Forest Donation

#### BACKGROUND:

Staff have recently finalized the intent of the Gallinger Family to donate a 2 acre portion of land adjacent to SDG Forest Compartment No. 46, located on Edwards Road in South Stormont. This generous donation is greatly appreciated by SDG and will be incorporated into the Forest Stewardship Council (FSC) activities which currently are associated with the property.



Figure 1: Portion being Donated

#### COMMENTS/OBSERVATIONS:

Staff will be working with the property owner to finalize the acquisition and charitable tax receipt. The costs to complete this transaction will be taken from the forestry operations fund.

Respectfully Submitted.



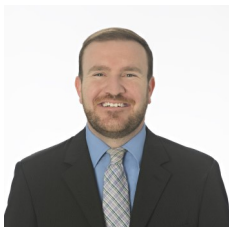
**OTTAWA**

House of Commons  
Ottawa, Ontario  
K1A 0A6  
Tel: 613-992-2521  
Fax: 613-996-2119

**CORNWALL**

691-C Brookdale Avenue  
Cornwall, Ontario  
K6J 5C6  
Tel: 613-937-3331  
Fax: 613-937-3251

Eric.Duncan@parl.gc.ca



**ERIC DUNCAN**

Member of Parliament  
Député  
Stormont-Dundas-  
South Glengarry

**OTTAWA**

Chambre des Communes  
Ottawa, Ontario  
K1A 0A6  
Tél: 613-992-2521  
Télé: 613-996-2119

**CORNWALL**

691-C, av Brookdale  
Cornwall, Ontario  
K6J 5C6  
Tél: 613-937-3331  
Télé: 613-937-3251

Eric.Duncan@parl.gc.ca

Tuesday, May 11<sup>th</sup>, 2021

Warden Frank Prevost  
United Counties of Stormont, Dundas and Glengarry  
26 Pitt Street  
Cornwall, Ontario  
K6J 3P2  
Sent via email: Clerk Kimberley Casselman (kcasselman@sdgcounties.ca)

**Re: Resolution of Support for the Creation of a Three-Digit (9-8-8) National Suicide Hotline**

Dear Warden Prevost,

Thank you to your entire Council and staff for your continued leadership during these challenging times. While I am looking forward to being able to join you at the Council table in person at some point soon, I am writing today to ask for your support for a new federal initiative that would help Canadians better access mental health supports.

Given the vast implications of COVID-19, many Canadians have suffered with mental health issues and their general well being. With continued social isolation and heightened anxiety, rates of alcohol and drug abuse have increased significantly. Current reports have further shown rising levels of domestic violence and suicide ideation.

My Conservative colleague Todd Doherty (Cariboo-Prince George) has tabled a Private Members Bill C-294, to create a three-digit number, 9-8-8, as a national suicide prevention hotline. Back in December 2020, the idea received the unanimous support of Parliament and I am proud to be a seconder of this bipartisan legislation.

With this easy to remember hotline, Canadians from across the country would receive immediate help in times of crises. Rather than using the current 10-digit number that adds unnecessary barriers, this simple to use 9-8-8 suicide hotline may save the lives of many vulnerable Canadians.

I believe we can all agree that we need to invest more funding directly into front line mental health services. While we have made progress as a country by reducing stigmas associated with coping with mental health challenges, there continues to be too many barriers to accessing quick, affordable treatment services in every part of Canada. This 9-8-8 hotline can be one more vital tool available for Canadians that provides an easy-to-remember, free, and instant service to help them in a time of need.

I have attached a draft motion for your Council’s consideration. I would encourage Council to consider supporting this motion that would strengthen our national efforts in helping Canadians receive the help that they need.

If your Council is supportive of this initiative, we ask that your Clerk please send resolutions of support to my Legislative Intern Rachel Loif at [Rachel.Loif.502@parl.gc.ca](mailto:Rachel.Loif.502@parl.gc.ca). We will share your resolution with both MP Doherty’s office and the respective Cabinet Ministers involved with the file.

Sincerely,

Eric Duncan, MP  
Stormont-Dundas-South Glengarry



**Resolution of Support:**

Support for 988 Crisis Line

WHEREAS the Federal government has passed a motion to adopt 988, a National three-digit suicide and crisis hotline;

AND WHEREAS the ongoing COVID-19 pandemic has increased the demand for suicide prevention services by 200 per cent;

AND WHEREAS existing suicide prevention hotlines require the user to remember a 10-digit number and go through directories or be placed on hold;

AND WHEREAS in 2022 the United States will have in place a national 988 crisis hotline;

AND WHEREAS the Council of the United Counties of Stormont, Dundas and Glengarry recognizes that it is a significant and important initiative to ensure critical barriers are removed to those in a crisis and seeking help.

NOW THEREFORE BE IT RESOLVED THAT the Council of the United Counties of Stormont, Dundas and Glengarry endorses this 988 crisis line initiative;

AND THAT Staff be directed to send a letter indicating such support to the local MP, MPP, Federal Minister of Health, the CRTC and local area municipalities to indicate our support.

**THE CORPORATION OF THE UNITED COUNTIES**  
**OF STORMONT, DUNDAS AND GLENGARRY**

**BY-LAW NO. 5302**

**A BY-LAW** of the Corporation of the United Counties of Stormont, Dundas and Glengarry to adopt, confirm and ratify matters dealt with by resolution.

**WHEREAS** Section 5(3) of the *Municipal Act, 2001, S. O. 2001, Chapter 25*, as amended, provides that the powers of the Corporation of the United Counties of Stormont, Dundas and Glengarry, shall be exercised by by-law.

**AND WHEREAS** in many cases, action which is taken or authorized to be taken by the United Counties of Stormont, Dundas and Glengarry does not lend itself to the passage of an individual by-law.

**NOW THEREFORE THE COUNCIL OF THE UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY ENACTS AS FOLLOWS;**

1. That the minutes of the meetings, including the in-camera minutes, held May 17, May 19, June 7 and June 11, 2021, of the Council of the United Counties of Stormont, Dundas and Glengarry be hereby adopted.
2. That the actions of the United Counties of Stormont, Dundas and Glengarry, at its meeting held on June 21, 2021, in respect of each motion, resolution and other action taken by the United Counties of Stormont, Dundas and Glengarry at its meetings 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 by-law.
3. That where no individual by-law has been or is passed with respect to the taking of any action authorized in or by the above-mentioned minutes or with respect to the exercise of any powers by the United Counties of Stormont, Dundas and Glengarry in the above-mentioned minutes, then this by-law shall be deemed for all purposes to be the by-law required for approving and authorizing and taking of any action authorized therein and thereby or required for the exercise of any powers therein by the United Counties of Stormont, Dundas and Glengarry.



4. That the Acting Warden and Members of Council of the United Counties of Stormont, Dundas and Glengarry are hereby authorized and directed to do all things necessary to give effect to the said action of the United Counties of Stormont, Dundas and Glengarry to obtain approvals where required and except as otherwise provided, the Acting Warden or Clerk are hereby directed to execute all documents necessary on behalf of the United Counties of Stormont, Dundas and Glengarry.

**READ** and passed in Open Council, signed and sealed this 21<sup>st</sup> day of June, 2021

---

ACTING WARDEN

---

CLERK