1. Call to Order

2. Approval of Agenda

3. Disclosures of Pecuniary Interest and General Nature Thereof

4. Business Introductions
   None.

5. Presentations
   None.

6. Delegations

7. Adoption of Minutes
   a) Minutes of a Regular Meeting of Council dated December 13, 2019.

8. Business Arising from Minutes
   a) Resolution #655-19 – Clerk/Planning Manager – Updated 2019-2022 Township’s Strategic Plan; Strategic Goals/Objectives and Owners;

9. Communications– Clerk’s Administrative Report

10. Council, CAO and Managers’ Administrative Reports
   a) Chief Administrative Officer – Confidential Complaint File – 2019 Annual Report;
   b) Clerk/Planning Manager – Recommended Amendments to the Yards Standards By-law;
   c) Clerk/Planning Manager – Recommended Amendments to the Noise Control Policy;
   d) Director of Emergency Service/Fire Chief – Fire Prevention, Public Education Activities - 2019;
   e) Director of Emergency Services/Fire Chief – Annual Emergency Management Municipal Compliance Report;
f) Director of Emergency Services/Fire Chief – Bi-Annual Accessibility Compliance Report 2019;

g) Director of Emergency Services/Fire Chief – Kenwood of Canada Communications Support Grant 2020;

h) Manager of Community Development – Follow up to Request for Additional Staff for the North Frontenac Crown Land Stewardship Program, 2019 (Trial Basis);

i) Public Works Manager – Municipal Hazardous and Special Waste Program – Amended Agreement;

j) Treasurer – Treasurer’s Attendance at the 2019 Municipal Finance Officers Association (MFOA) Conference;

k) Mayor – MNRF Meeting December 11, 2019;


11. External Committees/Local Boards/ Task Force Notes and Reports (Received for information only)

a) Notes of a Meeting of the Economic Development Task Force dated December 18, 2019;

b) Notes of a Meeting of the Community Policing Advisory Committee Task Force dated December 11, 2019;

c) Minutes of a Meeting of the Kaladar Barrie Joint Fire Committee dated September 20, 2019;

d) Minutes of a Meeting of the Committee of Adjustment/Planning Advisory Committee dated November 18, 2019.

12. Giving Notice of a Motion (By a Member of Council to the Clerk for Council’s Consideration for Inclusion on the next Meeting Agenda)

13. Motions, Written Notice of Which has been Given (By a Member of Council and Approved by Council at a Prior Meeting)

14. Council Portfolios (Verbal Reports)

15. Introduction and Reading of By-laws

a) #01-20 – To Sign Development Agreement – Furlotte;

b) #02-20 – Borrowing By-law – 2020;

c) #03-20 – Interim Tax Rate By-law;

d) #04-20 – To Sign Agreement with Province of Ontario for Transfer Payment Agreement;

e) #05-20 – To Sign Agreement with Stewardship Ontario.

16. Public Forum (The Mayor shall invite questions from the gallery, provided question is pertinent to today’s agenda item only)

17. Closed Session

a) Adopt Minutes of a Closed Meeting of Council dated December 13, 2019;

b) Litigation or Potential Litigation, including Matters before Administrative Tribunals, Affecting the Municipality or Local Board, with respect to the Local Planning Appeal Tribunal (LPAT) Appeal;
c) Advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

18. Rise and Report (Overview of the Closed Session by the Presiding Officer)

19. Confirming By-law
   a) Confirming By-law #06-20 for the January 17, 2020 Regular Meeting of Council.

20. Adjournment
On Thu, Dec 12, 2019 at 4:51 PM Brown, Sharron (OPP) wrote:

Hi Fred,

As per the discussion at the CPAC committee yesterday, I am sending you information regarding a request for funding for CNF SALT.

Essentially I am taking this from the RTO Grant application – a lot of which I got from Catherine Tysick’s application for the New Horizon’s Grant:

1. **What is Central Frontenac SALT (Seniors and Law Enforcement Together)?**

The CNF SALT program was initiated by the Frontenac OPP and is a project based on community collaboration with law enforcement. SALT’s target audience is seniors. Seniors are a vulnerable demographic when it comes to personal, financial and property safety. In North and Central Frontenac, 32% of the total combined population is 65 years and older. (Source – 2016 Consensus Statistics Canada). The SALT committee is truly a community initiative and includes the OPP, Rural Frontenac Community Services, Frontenac Community Services, Central Frontenac Twp., North Frontenac Twp., the Royal Canadian Legion - Sharbot Lake, Legal Services and Connections-Adult Learning. There are several seniors who sit on this committee as well. Seniors volunteer at all levels of this committee including the planning, promoting, attending and executing of events. The events are open to all seniors who live in the Central and North Frontenac Townships and consist of information presentations specific to the needs of seniors. Seniors are consulted as to what topics of information they would like to be informed about.

2. **What does SALT do?**

This project will provide a series of educational presentations to rural and often isolated seniors where they will be informed on safety concerns that are specific to them. Providing information, education and advocacy for seniors to reduce the risk of being victimized by a crime is why SALT exists. Crime prevention and community safety topics may include frauds and scams, personal safety, home security, identity theft, fire safety, emergency preparedness, wills and powers of attorney, and elder abuse to name a few. This vital information to vulnerable seniors will enhance their overall safety and has the potential of preventing crime. The sessions will include a nutritious meal, with opportunities to socialize and network with one another. When transportation is a barrier, a ride can be arranged. Transportation and the cost of the nutritious lunch are included in the program to address the need of some seniors who are on limited incomes and/or do not drive.

The SALT program will be offered in the villages and hamlets throughout the two townships, where the seniors live, to strengthen their social networks.

The events will be free and located throughout the northern part of Frontenac County reducing barriers of costs and transportation, ensuring accessibility.

Seniors will have an opportunity to socialize and welcome newcomers to the community. Integrating retired seniors new to the community is a gap we have identified.
How does SALT benefit the community?

Seniors will benefit from the crime prevention and safety information they receive at these events:

• By working with the police and community agencies, seniors will be informed and will know where to find the resources to improve their quality of life. The few seniors who have traveled to a SALT program in South Frontenac have found the information they have received invaluable.

• The relationship between the police and seniors will be enhanced. Seniors will feel confident calling the local OPP when they have concerns.

• With the knowledge about fraud and abuse, evidence suggests that there will be an increase of seniors reporting that they feel ‘safe’ in their community.

• Seniors will also benefit from the free nutritious meal. Some seniors have limited funds, in fact the northern areas of Frontenac County have the lowest per capita income of all of Frontenac County.

• Low income combined with a lack of transportation can cause isolation which is a risk factor to fraud and abuse.

• These events will bring seniors together and provide numerous volunteer opportunities where seniors can continue to make a valuable contribution and enjoy a sense of well-being.

Additional Comments:

A SALT program has been in existence in South Frontenac since 2016 through grants. South Frontenac SALT has recently received funding from New Horizons to sustain their program as well as fund this initiative in North and Central Frontenac. The funding was used by CNF SALT to launch their program and give four presentations on senior related safety topics. Two presentations were completed in September and two more presentations occurred in November. All presentations include a nutritious meal. Now that those presentations are done the funding from South Frontenac SALT is completed. In October 2019, the committee wrote a grant request to a local organization. Unfortunately there were no funds available to assist CNF to continue on with presentations in the format we have created. CNF SALT has made an application for funds under the New Horizons Grant. Should we be successful, those grant funds will not be available until spring of 2020. Should North Frontenac Township be willing to assist CNF SALT financially, this will allow CNF SALT to continue our program including offering meals.

Host 3 SALT events during the winter of 2020:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food costs/Caterer</td>
<td>$1500</td>
</tr>
<tr>
<td>Transportation</td>
<td>$300</td>
</tr>
<tr>
<td>Hall Rental</td>
<td>$150</td>
</tr>
<tr>
<td>Presenter Honorarium</td>
<td>$50</td>
</tr>
</tbody>
</table>

Sharron Brown
Staff Sergeant, #10574
From: Catherine Tysick  
Sent: December 17, 2019 11:34 AM  
To: mayorhiggins@xplornet.com  
Cc: Brown, Sharron (OPP)  
Subject: letter of request from the CNSALT committee

Good Morning Mayor Higgins:

I am following up with you after your recent conversation with Staff Sergeant Sharron Brown concerning a funding request from the Central and North Frontenac SALT (Seniors and Law Enforcement Together) committee. The attached letter outlines our request and how seniors in North and Central Frontenac will benefit.

If you have any questions, please don't hesitate to contact me.

Sincerely,

Catherine Tysick  
Adult Centre Manager  
Rural Frontenac Community Services
Warden Ron Higgins,
County of Frontenac
2069 Battersea Road,
Glenburnie, Ontario K0H 1S0

December 17, 2019

Dear Warden Higgins,

I am writing to you on behalf of the Central and North Frontenac Seniors and Law Enforcement Together (SALT) committee requesting consideration for funds from the County of Frontenac in the amount of $2,000.

To give you some background about our SALT committee.

CNF SALT was initiated by the Frontenac OPP and is a project based on community collaboration with law enforcement. SALT’s target audience is seniors. Seniors are a vulnerable demographic when it comes to personal, financial and property safety. In North and Central Frontenac, 32% of the total combined population is 65 years and older. (Source – 2016 Consensus Statistics Canada).

The SALT committee is truly a community initiative and includes the Ontario Provincial Police, Rural Frontenac Community Services, Central Frontenac Twp., North Frontenac Twp., the Royal Canadian Legion - Sharbot Lake, Legal Services and Connections-Adult Learning. There are several seniors who sit on this committee as well.

CNF SALT provides educational presentations to rural and often isolated seniors who live in North and Central Frontenac Townships where they are informed on safety concerns that are specific to them enhancing their overall safety.

CNF SALT presentations include a nutritious meal, with opportunities to socialize and network with one another. When transportation is a barrier, a ride can be arranged. Transportation and the cost of the nutritious lunch are included in the program to address the need of some seniors who are on limited incomes and/or do not drive.

Earlier this year, the South Frontenac SALT program received funding from New Horizons to sustain their program as well as fund this initiative in North and Central Frontenac. The funding was used by CNF
SALT to launch their program and give four presentations on senior related safety topics. Two presentations were completed in September and two more in November.

The committee has applied for funding to the New Horizon’s Grant which if the application is successful will sustain CNF SALT until 2021 however those funds will not be available until spring of 2020. Realizing there would be a funding gap, the committee also wrote for a second grant with a local organization, however no funds were available at the time of the application was submitted.

As a result CNF SALT is respectfully requesting funds in the amount of $2000 to allow the committee to continue to provide SALT presentations through the winter of 2020.

The funds would be used in the following manner to host three SALT events:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food costs/Caterer</td>
<td>$1500</td>
</tr>
<tr>
<td>Transportation</td>
<td>$300</td>
</tr>
<tr>
<td>Hall Rental</td>
<td>$150</td>
</tr>
<tr>
<td>Presenter Honorarium</td>
<td>$50</td>
</tr>
</tbody>
</table>

Seniors will benefit from the crime prevention and safety information they receive at these events:

- Seniors will be informed and will know where to find the resources to improve their quality of life.
- The relationship between the police and seniors will be enhanced.
- Seniors will benefit from the free nutritious meal. Some seniors have limited funds, in fact the northern areas of Frontenac County have the lowest per capita income of all of Frontenac County.
- These events will bring seniors together and provide numerous volunteer opportunities where seniors can continue to make a valuable contribution and enjoy a sense of well-being.

CNF SALT is committed to our community’s seniors and continue to work diligently to provide an opportunity for seniors to come together, gather important information, reduce social isolation and allow them to continue to live in our community independently.

Thank you for taking the time to read our request and we look forward to hearing from you.

Best regards,

Catherine Tysick
Adult Centre Manager
Rural Frontenac Community Services
Minutes of a Regular Meeting of Council for The Corporation of the Township of North Frontenac, held December 13, 2019 in the Council Chambers, 6648 Road 506, Plevna, Ontario.

Present: Mayor Ron Higgins; Deputy Mayor Fred Perry and Councillor Wayne Good - Ward 1; Councillor Vernon Hermer and Councillor Gerry Martin – Ward 2; and Councillor John Inglis and Councillor Fred Fowler – Ward 3.

Also Present: Cheryl Robson, Chief Administrative Officer (CAO); Brooke Drechsler, Deputy Clerk/Assistant to the Planning Manager; Kelly Watkins, Treasurer; Corey Klatt, Manager of Community Development/CAO Back-up (MCD); Eric Korhonen, Director of Emergency Services/Fire Chief (DESFC); Gregg Wise, Public Works Foreman (PWF); and Katelyn Ronfeld, Public Works Administrative Assistant (PWAA).

1. Call To Order
The Mayor called the meeting to order at 9:00 a.m.

2. Approval of Agenda
Moved by Councillor Fowler, Seconded by Councillor Good #624-19
Be It Resolved That Council approves the Agenda for the Regular Meeting of Council dated December 13, 2019, as circulated.
Carried

3. Disclosures of Pecuniary Interest and General Nature Thereof
None declared.

4. Business Introductions
None.

5. Presentations
a) Employee/Volunteer Long Service Awards – Presentation from Mayor.
Moved by Councillor Fowler, Seconded by Councillor Good #625-19
Be It Resolved That Council presented the Long Services Awards for 2019 to the following employees:
   Jim Boles – 25 Years
   George Clement – 25 years
   Greg Cooper – 10 Years
   Gary Thompson – 10 Years
   Dillon Boles – 10 years
And That Council thanks these employees for their dedication and years of service.
Carried

Note: The PWF and PWAA left the meeting at this time.

6. Delegations
a) Rural Frontenac Community Services (RFCS) re: Youth Programming Update and 2020 Funding Request.
Moved by Councillor Fowler, Seconded by Councillor Good  #626-19

Be It Resolved That Council receives for information the presentation regarding Rural Frontenac Community Services (RFCS) – Programs for Rural Youth from Sarah McCullough, Youth Program Coordinator; and thanks her for her time spent today;

And That Council defers a decision to provide $5,400 in funding to the Youth Program until Budget Deliberations in 2020.

Carried

7. Adoption of Minutes

Moved by Councillor Fowler, Seconded by Councillor Good  #627-19

Be It Resolved That Council adopts the Minutes of a Regular Meeting of Council dated November 22, 2019, as circulated;

And That Council adopts the Minutes of a Meeting of the Emergency Management Program Committee dated November 19, 2019 as circulated;

And That Council adopts the Minutes of the Personnel and Audit Committee dated November 26, 2019.

Carried

8. Business Arising from Minutes

a) Resolution #599-19 – Amendments to:
   i. By-law # 94-16 - Procurement Policy; and
   ii. By-law # 95-19 - Procedural Policy

Moved by Councillor Fowler, Seconded by Councillor Good  #628-19

Whereas Council passed Resolution #599-19 at their meeting November 22, 2019 instructing the Clerk to amend the Procurement Policy to remove the Voucher Report; and the Procedural By-law to remove Bills and Accounts from the items to be contained in an Agenda package;

Therefore Be It Resolved That Council receives for information the amendments to the Procurement Policy and the Procedural By-law;

And That Council will consider By-laws later in the meeting to amend the Procurement Policy and adopt a new amended Procedural By-law.

Carried


Moved by Councillor Good, Seconded by Councillor Fowler  #629-19

Whereas Council passed Resolution #476-19 at their meeting on September 6, 2019 receiving for information the Treasurer’s Administrative Report entitled “Cogeco’s Request for a Speed Test on the Township’s Website and Letter of Support” and authorized the Mayor to sign the Non-Disclosure Agreement and instructed the Treasurer to ensure the Speed Test is added to the Township Website and instructed the Manager of Community Development to post information on Social Media requesting residents to participate in the speed test and authorized the Mayor to submit a letter of support on behalf of Council and future requests from other companies be reviewed by the Mayor and the Treasurer and follow the same process and are authorized to sign future non-disclosures; however, the Mayor’s letter did not get submitted prior to receipt of the October 21, 2019 letter;
And Whereas Council denied Resolution #591-19 at their meeting November 22, 2019 receiving for information an email dated October 21, 2019 from Jim Pine, EORN; a letter dated October 21, 2019 from J. Murray Jones, EORN Chair; and an email dated November 5, 2019 from Michael Hennessy, Director, Commercial Sales advising EORN has modified their stance on signing the support letters for Cogeco and is encouraging municipalities to sign the broadband letter of support by November 30, 2019; and authorizing the Mayor to sign the modified letter of support and submit on behalf of Council;

Therefore Be It Resolved That Council receives for information an email dated November 28, 2019 from Mayor Higgins advising the support letter requested from Cogeco does not impact the Request for Proposal for cell gap coverage that is being led by EORN but is related to Broadband and requesting to provide the support letter to Cogeco;

And That Council authorizes the Mayor to sign the Broadband letter of support and submit on behalf of Council.

Carried

c) Resolution #580-19 – Council Portfolios

Moved by Councillor Good, Seconded by Councillor Fowler #630-19

Whereas Council passed Resolution #580-19 at their meeting November 1, 2019 instructing the Clerk to add Council Portfolios to the December Council meeting for discussion;

Therefore Be It Resolved That Council receives for information the 2019 Council Portfolios and Committee Composition;

And That Council instructs the Clerk to make the following amendments:
Remove from Mayor Higgins’s Portfolio – North Frontenac Lake Association Alliance – verbal reports; Add Eastern Ontario Leadership Council;
Add to Councillor Hermer’s Portfolio – Long Term Care and Social Services – Provide Reports to Council;
Add to Councillor Martin’s Portfolio – Lake Associations – Ward 2; Remove North Frontenac Trails Enhancement; Add North Frontenac Historical & Archives Society Inc.;
Update Council on Long Term Care under Responsibilities; Remove Decisions/Activities;
Add to Councillor Fowler’s Portfolio – Snow Road Snowmobile Club;
Add to Councillor Inglis’s Portfolio – Lake Associations – Ward 3.

Carried

d) Procedural By-law #95-19 Section 10.3 - Appointment of Deputy Mayor

Moved by Councillor Good, Seconded by Councillor Fowler #631-19

Whereas Section 10.3 of the Procedural Policy states “The Deputy Mayor position will be open for nomination on an annual basis every December. The incumbent is free to run for this position. If no other Councillor wishes to run for the position of Deputy Mayor, the incumbent may remain in the position”;

Therefore Be It Resolved That Council receives for information the presentation(s) from:
Councillor Martin
Deputy Mayor Perry;
And That Council appoints Councillor Martin as the Deputy Mayor for a one year term;
And That Council will consider an Appointing By-law later in the Meeting.
Carried

This was a Recorded Vote:

<table>
<thead>
<tr>
<th>Councillor Martin</th>
<th>NAME OF MEMBER OF COUNCIL</th>
<th>Deputy Mayor Perry</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td>Councillor Fowler</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Councillor Good</td>
<td>✓</td>
</tr>
<tr>
<td>✓</td>
<td>Councillor Hermer</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>Councillor Inglis</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>Councillor Martin</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>Deputy Mayor Perry</td>
<td>✓</td>
</tr>
<tr>
<td>✓</td>
<td>Mayor Higgins</td>
<td></td>
</tr>
</tbody>
</table>

5 Carried by: Lost by: 2

e) Resolution #568-19 –Update from Mayor re: Ministry of Natural Resources and Forestry.

Moved by Councillor Good, Seconded by Councillor Fowler #632-19

Whereas Council passed Resolution #568-19 at their meeting on November 1, 2019 receiving a report from the Mayor and instructing the Mayor and Deputy Mayor to schedule a meeting with Ministry of Natural Resources and Forestry (MNRF) Senior Management and/or the Minister’s Senior Advisors to discuss the issues and reach consensus on the way forward;

Therefore Be It Resolved That Council receives for information a verbal update from the Mayor regarding a meeting with Suzy Shalla, Manager, Bancroft District, MNRF, on December 11, 2019;

And That Council instructs the Mayor to provide an administrative report at the January Council meeting detailing the information received from the MNRF;

And That Council instructs the Mayor to provide a letter to the Minister advising a meeting is no longer required with respect to the ANSIs in North Frontenac.

Carried

9. Communications – Clerk’s Administrative Reports
A: Received for Information:
Moved by Councillor Fowler, Seconded by Councillor Good

Be It Resolved That Council receives Section A Items of the Clerk’s Administrative Report entitled Communications of Interest, as set out below, for information:

1. Deputy Minister, Small Business and Red Tape Reduction Ministry of Economic Development, Job Creation and Trade re: Province of Ontario Launches Job Site Challenge;
2. Dan Carter, CEO of Canadian Hemp Farmers Alliance re: Municipality Sustainable RoadMap Speaker;
5. Town of Whitchurch-Stouffville Council Resolution re: Ban on Single-Use Disposable Wipes;
6. Ministry of Municipal Affairs and Housing (MMAH) re: Better for People, Smarter for Business Act, 2019 (Bill 132);
7. Township of Larder Lake re: Request for Support – Main Street Revitalization Grant, Extension Request;
8. Prime Minister’s Awards for Teaching Excellence Innovation, Science and Economic Development Canada re: Nominate a Teacher and/or Early Childhood Educator;
9. Town of Amherstburg re: Declaration of Climate Emergency;
10. Ainley Group Consulting, Engineers and Planners re: Municipal Class Environmental Assessment – Bolingbroke Bridge, Tay Valley Township;
11. Randy’s Annual Christmas Party Hootenanny re: Everyone Welcome - Sunday December 15, 2019 Grand Hotel in Carleton Place;
13. Ontario Good Roads Association (OGRA) Board of Directors re: Slate of Candidates;
15. John Yakabuski, Minister of Natural Resources and Forestry (MNRF) re: Draft Forest Sector Strategy on Environmental Registry;
16. County of Frontenac re: Provincial Offences Revenue;
17. Township of Greater Madawaska re: Request for Support – To Allow Electronic Delegations with Premier or Ministers;

Carried

B: Action Items:

B1. Scott and Alison Gemmill, Residents re: Request to Council – To Obtain an Old Sign
Moved by Councillor Good, Seconded by Councillor Fowler #634-19

Be It Resolved That Council receives for information a letter dated November 15, 2019 from Scott and Allison Gemmill requesting to obtain the Snow Road Hamlet sign that was recently replaced;

And That Council approves this request and instructs the Manager of Community Development to contact Mr. and Mrs. Gemmill to arrange pick-up of the old Snow Road Hamlet sign;

And That any future request for Township signage to be donated be provided to the Manager of Community Development for consideration provided the requests are received in a timely manner due to lack of storage space.

Carried

B2. Rural Transportation Project Steering Committee re: Invitation to the Rural Transportation Table

Moved by Councillor Fowler, Seconded by Councillor Good #635-19

Be It Resolved That Council receives for information an email dated November 20, 2019 from the Rural Transportation Project Steering Committee extending an invitation to join the Rural Transportation Table, with the first meeting scheduled for December 11, 2019;

And That Councillor Hermer will attend the Meetings on behalf of the Township of North Frontenac as part of his portfolio “Long Term Care and Social Services”.

Carried

B3. Pete Bunnett, Resident re: New Roadside Signage

Moved by Councillor Fowler, Seconded by Councillor Good #636-19

Be It Resolved That Council receives for information an email dated November 22, 2019 from Pete Bunnett regarding the new Township of North Frontenac signs;

And That Council thanks the Manager of Community Development and his staff for completing this excellent project.

Carried

B4. Kevin McMillan/Chris Dunham, Residents re: Request for Relief from the Recreational Vehicle By-law

Moved by Councillor Good, Seconded by Councillor Fowler #637-19

Be It Resolved That Council receives for information a letter dated December 4, 2019 from Kevin McMillan on behalf of Chris Dunham seeking relief from By-law #83-19 “To Licence Recreational Vehicles in the Municipality” Section 3 (d)(v) “A Recreational Vehicle shall be services with an onsite Class 4 sewage disposal system approve under the Building Code”, as the RV has been placed on the property since 1999; is serviced by an outhouse; the RV toilet is not used; the RV is not connected to forced water (Potable water supply); the RV is used seasonally; and the RV is on vacant land, not on a lake front;

And That Council defers this request until a meeting of Council is scheduled to address the Recreational Vehicle By-law.

Carried
10. Council, CAO and Managers’ Administrative Reports

a) Clerk/Planning Manager – Shore Road Allowance Application for Approval in Principle – Webster

Moved by Councillor Good, Seconded by Councillor Fowler #638-19

Be It Resolved That Council receives for information the Clerk/Planning Manager’s Administrative Report entitled “Shore Road Allowance Application for Approval in Principle – Webster”;

And That Council approves in principle the Application to close, stop up and sell the Road Allowance as described below:

- Part of the Shore Road Allowance around Mississagagon Lake, lying adjacent to Part of Lot 11, Concession 9, geographic Township of Barrie, Township of North Frontenac.

Carried

b) Clerk/Planning Manager – Lot Road Allowance Closure for Approval in Principle – Philp

Moved by Councillor Good, Seconded by Councillor Fowler #639-19

Be It Resolved That Council receives for information the Clerk/Planning Manager Administrative Report entitled “Lot Road Allowance Closure for Approval in Principle – Philp”;

And That Council approves in principle the Application to close, stop up and sell the Road Allowance as described below:

- Part of the Lot Road Allowance between Lots 15 and 16, Range B, geographic Township of Barrie, adjacent to the Philp properties.

Carried

c) Clerk/Planning Manager – Shore Road Allowances Closure and Sale By-law – Heenan, Mahoney/Ashberry, Sheets, Scott Eaton and Stephen Eaton

Moved by Councillor Good, Seconded by Councillor Fowler #640-19

Be It Resolved That Council receives for information the Clerk/Planning Manager’s Administrative Report entitled “Shore Road Allowances Closure and Sale By-law – Heenan, Mahoney/Ashberry, Sheets, Scott Eaton and Stephen Eaton”;

And That, as required by By-law #22-15,

- All Those Parts of the Shoreline Road Allowance around Kashwakamak Lake lying in front of Lots 1, 2, 3 and Part of Lot 4, on Registered Plan 1125, geographic Township of Barrie, Township of North Frontenac, County of Frontenac being Parts 1 through 7 on Registered Plan 13R-22117;

be declared as surplus and sold to the adjoining owners. Appraisals of these properties are not necessary as these are Shore Road Allowances;

And That Council will consider a By-law later in the meeting to Stop-up, Close and Sell a Portion of these Shore Road Allowances.

Carried

d) Clerk/Planning Manager – Appeal of Zoning By-law Amendment Application - #Z1/19 Smart’s Marina Ltd.
Moved by Councillor Fowler, Seconded by Councillor Good #641-19
Be It Resolved That Council receives for information the Clerk/Planning Manager’s Administrative Report entitled “Appeal of Zoning By-law Amendment Application – Z1/19 Smarts Marina Ltd.”
Carried

e) Manager of Community Development – Ompah Community Volunteer Association Request re: North Frontenac Crown Road Permits
Moved by Councillor Fowler, Seconded by Councillor Good #642-19
Be It Resolved That Council receives for information the Manager of Community Development’s (MCD) Administrative Report entitled “Ompah Community Volunteer Associations Request re: North Frontenac Crown Road Permits”; And That Council denies this request as the Township is not willing to consider multiple Agreements at this time.
Carried

f) Public Works Manager – Full Cost Accounting for Ontario Recycling Programs Initiative
Moved by Councillor Fowler, Seconded by Councillor Good #643-19
Be It Resolved That Council receives for information the Public Works Manager’s Administrative Report entitled “Full Cost Accounting for Ontario Recycling Programs Initiative”.
Carried

g) Mayor – Economic Development/Business Community
Moved by Councillor Fowler, Seconded by Councillor Good #644-19
Be It Resolved That Council receives for information the Mayor’s Administrative Report entitled “Economic Development/Business Community”;
And that Council approves the Mayor and MCD to host a meeting with North Frontenac Business owners to brainstorm ideas to determine if there are opportunities to work in collaboration to promote our current businesses within the Township; attract new businesses; and enhance our economy;
And That the Mayor shall report back to Council information based on feedback from our Businesses;
And That Council approves up to $200 being spent for a light luncheon for this meeting and the funds shall come from the Economic Development – Promotions budget.
Carried

h) Mayor – Staff Workload
Moved by Councillor Good, Seconded by Councillor Fowler #645-19
Be It Resolved That Council receives for information the Mayor’s Administrative Report entitled Staff Workload;
And That Mayor recommends that Council discontinue adding any more workload to staff for four months starting January 2020. This will allow staff to focus on catching up on outstanding projects. This would include not assigning any work by Council through Resolutions and not assigning any more work related to delegations and or presentations until the four-month period is over;
And That Council members do not ask the CAO to have staff review or research items they feel necessary but Council complete an administrative report after May 1, 2020; however, if a Councillor feels it is a high priority which should be considered prior to May 1st that the Council Member schedule a meeting with the Mayor and CAO to discuss the matter;
And That the Council has authorized the Frontenacs (County and Townships) to issue a Joint Request for Proposal (RFP) for a Joint Service Delivery Review if we are successful in receiving the Provincial new Municipal Modernization Program Intake One funding, which will help the CAO assess our ongoing staffing needs, resources, possible joint opportunities and provide recommendations to Council for their consideration;
And That Council communicate to our residents that due to the fact that Municipal Government workloads have extremely increased in 2019 and 2020 (i.e. new legislation, possible funding opportunities require immediate additional work, Municipal Modernization Program – Service Delivery Reviews to be completed in a short time frame, etc.) Council will not be instructing the CAO to have new assignments completed by staff prior to May 1, 2020.
Carried

i) Councillor Inglis – 2019 OEMC Conference
Moved by Councillor Good, Seconded by Councillor Fowler
Be It Resolved That Council receives for information Councillor Inglis’ Administrative Report entitled “2019 OEMC Conference”.
Carried

j) Strategic Plans and Goals 2019-2022 Owner’s Updates:
   i. Councillor Inglis – Investigate Incentive for Businesses and Tourism Expansion – Verbal Update (see attached)
Moved by Councillor Good, Seconded by Councillor Fowler
Be It Resolved That Council receives for information a verbal update from Councillor Inglis’ regarding Investigating Incentives for Businesses and Tourism Expansion.
Carried

   ii. Manager of Community Development – Update re: 2019-2022 Township’s Strategic Goals
Moved by Councillor Fowler, Seconded by Councillor Good
Be It Resolved That Council receives for information the Manager of Community Development’s Administrative Report entitled “Manager of Community Development’s Update re: 2019 – 2022 Township’s Strategic Goals” with respect to Volunteer Recognition;
And That during Budget Deliberations Council will consider making the Volunteer Dinner an annual event.
Carried

   iii. Mayor Higgins – Strategic Plan and Objectives Seniors Housing and Stay at Home
Moved by Councillor Good, Seconded by Councillor Fowler  #649-19
**Be It Resolved That** Council receives for information the Mayor Higgins, Councillor Martin and Councillor Hermer’s Administrative Report entitled “Strategic Plan and Objectives – Seniors Housing and Stay at Home”;
**And That** to move forward Council finalizes the location of the senior housing. Two locations have been identified by Council, as the Township owns the land required for the building, being Cloyne (tennis court area) and Plevna (at the old MNR building site). In our survey most respondents picked Cloyne or Ompah. As we do not own land in Ompah that location can be eliminated, and Council approves Cloyne as the preferred location if this project proceeds;
**And That** Council instructs the Mayor and the Treasurer to assess the two options (IAH funded or Township funded) as presented by the consultant and report back to Council on the preferred option for Senior Housing;
**And That** Mayor Higgins, Councilors Martin and Hermer will finalize the costs of a stay at home program for seniors, for a decision by Council during budget deliberations.
Carried

iv.  Treasurer – Strategic Plan Year End Updates - Reserves/Reserve Funds and Maintain AMP to Ensure Long Term Sustainability
Moved by Councillor Good, Seconded by Councillor Fowler  #650-19
**Be It Resolved** That Council receives for information the Treasurer’s Administrative Report entitled “Strategic Plan Year End Update – Reserve/Reserve Funds and Maintain Asset Management Plan to ensure long term sustainability”.
Carried

v.  Public Works Manager – Explore Sewage Disposal Opportunities
Moved by Councillor Fowler, Seconded by Councillor Good  #651-19
**Be It Resolved** That Council receives for information purposes the Public Works Manager’s Administrative Report entitled “Explore Sewage Disposal Opportunities”; **And That** the Public Works Manager is not required to investigate the opportunities for sewage disposal at this time.
Carried

vi.  Chief Administrative Officer and Manager of Community Development – Strategic Plan Year End Update – Enhance Communications Plan
Moved by Councillor Good, Seconded by Councillor Fowler  #652-19
**Be It Resolved** That Council receives for information the CAO and MCD’s Administrative Report entitled “Strategic Plan Year End Update – Enhance Communications Plan”.
Carried

Note: Sandra Lessard, Deputy Treasurer, attended the meeting at this time.

vii.  Mayor – Strategic Plan and Objectives - Council Diversity and Pay Scales
Moved by Councillor Good, Seconded by Councillor Fowler  #653-19
**Be It Resolved** That Council receives for information the Mayor’s Administrative Report entitled Strategic Plan and Objectives – Council Diversity and Pay Scale;
And That Council selects one of the following Ward options;
1. Remain at 3 Wards with a reduced Council size of 5 with 3 Councilors elected per Ward, Deputy Mayor and Mayor elected at large;
2. Remain at 3 Wards with a Council size of 7 (Deputy Mayor elected by Council);
3. Move to 2 Wards (equal population) with a reduced Council size of 5 with 2 Councilors elected per Ward and Mayor elected at large (Deputy Mayor elected by Council);
4. Move to 2 Wards (equal population) with a Council size of 7 with 3 Councilors elected per Ward and Mayor elected at large (Deputy Mayor elected by Council);
5. Remove Wards with a reduced Council size of 5 with 3 Councilors, Deputy Mayor and Mayor elected at large;
6. Remove Wards with a reduced Council size of 5 with 4 Councilors and Mayor elected at large (Deputy Mayor elected by Council);
7. Remove Wards with a Council size of 7 with 5 Councilors, Deputy Mayor and Mayor elected at large;

And That Council will defer this discussion until the August 2020 meeting.

Carried

Council Pay Scale
Moved by Councillor Good, Seconded by Councillor Fowler #654-19
Be It Resolved That based on the Mayor’s Administrative Report and the decision of Council on the Ward system, Council instructs the Mayor to gather additional information from Council on how they envision the Council pay scale should be structured and return to Council with a recommendation;

And That based on the benchmarking results, from a Deputy Mayor perspective, that Mayor will engage Council to determine their thoughts on how the Deputy Mayor should be paid on the next term of Council and return to Council with a recommendation at the August 2020 meeting.

Carried

k) Mayor – Strategic Plan and Objectives (see attached)
Moved by Councillor Fowler, Seconded by Councillor Good #655-19
Be It Resolved That Council receives for information the Mayor’s Administrative Report entitled Strategic Plan and Objectives.

And That Council approves the Mayor’s recommended changes to the Strengths, Weaknesses, Opportunities and Threats (SWOT) to include the following:

Strengths:
- Remove Miscellaneous
- Remove Economic Development
- Add Community Improvement Plan (CIP)
- Add Social Media
- Add Zoning By-law Finalized
- Add Strong Cultural History
- Add Safe Communities

Weaknesses:
- Remove Roads
Remove Staffing/Council Issues
Remove Waste
Remove Miscellaneous
Remove Communication – what we do well and not well
Remove No control over MPAC assessments
Remove Training for Council “Social Media”
Remove Lobby Telephone providers for service
Add By-law Enforcement
Add Complaints on the rise
Add Workload increasing for staff
Add Marketing – Promotion of North Frontenac

Opportunities:
Remove “to County Level” from Senior residence – affordable
Remove Develop Municipal properties
Remove Develop Partnerships
Remove Generate power using refuse wood/water/solar
Remove Museum
Remove Buy property
Remove Community Improvement Plan (CIP)
Remove Power generation (Green) residential/business versus industrial
Add “Expand” in front of Recycle and exchange facility
Add Cell and Broadband on the way
Add Modernization Focus and Funding from the Province
Remove Sewage Disposal Site
Remove Solar Micro FIT
Remove Sewage Disposal Opportunities – Disposal Treatments

Threats:
Remove Official Plan not approved
Remove Industrial Wind Turbines (IWT)
Remove Green Energy Act – Industrial Wind Turbines
Add Telephone land line service
Remove Sewage Disposal
Remove Gasoline/Diesel Fuel Access
Remove Broadband/Cell
Remove Non Lakefront Development
Remove Weather – Global Warming
Remove OPP Billing – no longer a threat now a reality
Remove School Closure/Enrollment
Remove Tourism Decline
Remove Rural Ontario Model Disappearing/Urban Divide
Remove Amalgamation
Remove Regional Government

And That Council approved the Mayor’s recommended changes to the Short List of Key Priorities to include the following:
1. **Economic/Community Development**
   - Remove Volunteer Recognition
   - Add Collaborate with NF businesses to enhance our economy
   - Owner: Mayor
   - Add CIP after Investigate Incentives for Business
   - Add Community Development after Tourism Expansion

2. **No changes – Support initiatives for Seniors to remain in the Community for as long as possible**

3. **Enhance and Sustain Capital Assets/Infrastructure**
   - Keep Maintain Asset Management Plan to ensure long term sustainability
   - Keep Maintain Reserves/Reserve Funds
   - Remove Sewage Disposal Opportunities – disposal treatment
   - Add “Assets and” before AMP

4. **Keep Enhance Communications Plan**
   - Remove Train Council on Social Media
   - Change Owner to Treasurer and Manager of Community Development

5. **Attract a diverse Council**
   - Owner: Mayor
   - Leave in Review Council Structure and Pay Scale
   - Remove Encourage Diversity on Council

6. **Add new Heading “Modernization”**
   - Add Identify opportunities to Modernize North Frontenac
   - Owner: CAO
   - Add Collaborate with other Municipalities
   - Owner: CAO

7. **Add new Heading “Staffing”**
   - Add Review hiring own planner versus contact planner
   - Owner: Clerk/Planning Manager

   **And That** Council instructs the Clerk to make the amendments as discussed and agreed upon today as set-out above and provide the amendments to Council at the next meeting for Council to consider approving the updated 2019-2022 Township’s Strategic Plan; and Strategic Goals/Objectives and Owners.

   **Carried**

   Note: Councillor Hermer left the meeting at this time.

   1) **Director of Emergency Services/Fire Chief – Vehicle Replacement Schedules – North Frontenac Fire Department – Revised Proposal from 2018**

   Moved by **Deputy Mayor Perry**, Seconded by **Councillor Martin**

   **Be It Resolved That** Council receives for information the Director of Emergency Services, Fire Chief’s Administrative Report entitled “Vehicle Replacement Schedules – North Frontenac Fire Department – Revised proposal from 2018”;

   **And That** Council approves increasing the Contributions to the Fire Tangible Capital Asset Reserve Fund to $143,375 (from $127,875) effective 2020 to provide a Utility Vehicle at each Fire Station.

   **Carried**
m) Public Works Manager – 2020 Summary of 10 Year Capital Plan

Moved by Deputy Mayor Perry, Seconded by Councillor Martin #657-19

Be It Resolved That Council receives for information purposes the Public Works Manager’s Administrative Report entitled “Public Works – 2020 Summary of 10 Year Capital Plan”;

And That Council approves increasing the Contributions to the Roads Tangible Capital Asset Reserve Fund by $6,000 effective 2020 to provide funds for a Guide Rail Program.

Carried

n) Treasurer – 2020 Summary of the Ten (10) Year Capital Plan 2020-2029; Tangible Capital Asset (TCA) Replacement Schedules (planned spending) as amended.

Moved by Councillor Martin, Seconded by Deputy Mayor Perry #658-19

Be It Resolved That Council receive the Treasurer’s Administrative Report entitled “North Frontenac 2020 Summary of the Ten (10) Year Capital Plan 2020-2029, TCA Replacement Schedules (planned spending)” for information purposes;

And That Council approves the 2020 Summary of the 10 Year Capital Plan (2020 – 2029) Tangible Capital Asset (TCA) Replacement Schedules (planned spending);

And That Council authorizes the CAO and Managers to proceed with the applicable 2020 TCA Capital Purchases/Tenders (in accordance with these Schedules and the Procurement By-law).

Carried

11. External Committees/Local Boards/ Task Force Notes and Reports (Received for information only)

a) Notes of a Meeting of the Economic Development Task Force dated November 20, 2019

Moved by Councillor Martin, Seconded by Deputy Mayor Perry #659-19

Be It Resolved That Council receives for information the Notes of a Meeting of the Economic Development Task Force dated November 20, 2019.

Carried

b) Minutes of a Meeting of the Committee of Adjustment/Planning Advisory Committee dated October 21, 2019.

Moved by Deputy Mayor Perry, Seconded by Councillor Martin #660-19

Be It Resolved That Council receives for information the Minutes of a Meeting of the Committee of Adjustment/Planning Advisory Committee dated October 21, 2019.

Carried

12. Bills and Accounts

Moved by Deputy Mayor Perry, Seconded by Councillor Martin #661-19

Be It Resolved That Council receives the following Voucher Payment Details in the amount of $188,501.43 for information purposes:

- November 20, 2019 @ $ 64,285.33
• November 27, 2019 @ $ 67,832.01
• December 4, 2019 @ $ 56,384.09

Carried

13. Giving Notice of a Motion (By a Member of Council to the Clerk for Council’s Consideration for Inclusion on the next Meeting Agenda)

None.

14. Motions, Written Notice of Which Have Been Given (By a Member of Council and Approved by Council at a Prior Meeting)

None.

15. Council Portfolios (Verbal Report)

16. Introduction and Reading of By-laws

Moved by Deputy Mayor Perry, Seconded by Councillor Martin #662-19

Be It Resolved That leave be given the Mover to introduce the following By-laws that have been circulated to all members of Council and that these By-laws be read a first and second time:

a) #98-19 – To Appoint the Deputy Mayor;

b) #99-19 – To Amend and Adopt a Procedural By-law (To Remove Bills and Accounts from Agenda Package);

c) #100-19 – To Amend the Procurement Policy (To Remove Voucher Report);

d) #101-19 – To Adopt a Notice Requirement Policy;

e) #102-19 - To Close and Sell Shore Road Allowance – Heenan, Mahoney/Ashberry, Sheets, Scott Eaton and Stephen Eaton;

f) #103-19 – To Sign Development Agreement with Warren Reeve and Deborah Reeve.

Carried

Moved by Councillor Martin, Seconded by Deputy Mayor Perry #663-19

Be It Resolved That the following By-laws be read a third time, signed, sealed and finally passed:

a) #98-19 – To Appoint the Deputy Mayor;

b) #99-19 – To Amend and Adopt a Procedural By-law (To Remove Bills and Accounts from Agenda Package);

c) #100-19 – To Amend the Procurement Policy (To Remove Voucher Report);

d) #101-19 – To Adopt a Notice Requirement Policy;

e) #102-19 - To Close and Sell Shore Road Allowance – Heenan, Mahoney/Ashberry, Sheets, Scott Eaton and Stephen Eaton;

f) #103-19 – To Sign Development Agreement with Warren Reeve and Deborah Reeve.

Carried

17. Public Forum (The Mayor shall invite questions from the gallery, provided question is pertinent to today’s agenda items only.)
Note: The MCD, DESFC, Treasurer and Deputy Treasurer left the meeting at this time.

18. Closed Session
Moved by Deputy Mayor Perry, Seconded by Councillor Martin #664-19
Be It Resolved That Council retires to Closed Session at 4:35 p.m. to:
   a) Adopt Minutes of the following:
      i. Closed Meeting of Council dated November 22, 2019; and
      ii. Closed Session of the Personnel and Audit Committee dated November 26, 2019;
   b) Subject Matter Relating to the Consideration of a Request under the Municipal Freedom of Information and Protection of Privacy Act.
Carried

Return to Open Session
Moved by Councillor Martin, Seconded by Deputy Mayor Perry #665-19
Be It Resolved That Council returns to Open Session at 4:45 p.m.
Carried

19. Rise and Report
The Mayor advised:
   a) Council adopted Minutes of a Closed Meetings of Council dated November 22, 2019 and the Closed Session of the Personnel and Audit Committee dated November 26, 2019;
   b) Council received a Confidential Administrative Report relating to the consideration of a Request under the Municipal Freedom of Information and Protection of Privacy Act.

20. Confirming By-law
   a) Confirming By-law #104-19 for the December 13, 2019 Regular Meeting of Council.
Moved by Deputy Mayor Perry, Seconded by Councillor Martin #666-19
Be It Resolved That By-law #104-19, being a By-law to confirm all actions and proceedings of Council for its Regular Meeting held December 13, 2019 be read a first and second time.
Carried
Moved by Councillor Martin, Seconded by Deputy Mayor Perry #667-19
Be It Resolved That By-law #104-19 be read a third time and finally passed.
Carried

21. Adjournment
Moved by Deputy Mayor Perry, Seconded by Councillor Martin #668-19
Be It Resolved That Council adjourns the Meeting at 4:46 p.m. until the January 17, 2020 or at the call of the Chair.
Carried
Economic Development Task Force Update

December 13/19

The township’s 2019 to 2022 strategic goals contain objectives for the EDTF: (a) investigate incentives for business and (b) tourism expansion. I am the ‘owner’ of these objectives, as Chair of the EDTF. I’ve chose a verbal rather than an administrative report for two reasons.

1- The EDTF is setting a budget and its internal strategic plan within the next couple of months.

2- The Mayor wishes to slightly re-direct the EDTF and to investigate business opportunities outside the current plan of the EDTF

I anticipate presenting an administrative report including these two items, in March of 2020.

The EDTF has four current ongoing activities:

1- promotion of temporary accommodation in North Frontenac. This work is being done with County Planning and Economic Development staff. We now have forward-looking zoning in place and our next steps will be further work with the building department and promotion to the public. In a few years we may be looking at a licensing system to control development.

2- dark skies viewing pad. With the help of local astronomers Guy Nason and Gary Colwell we are continuing to host weekend events, classes and possibly a club. We are planning an observatory building for the 16” Fred Lossing reflector telescope donated by the Mill of Kintail group. Current resources would allow a roll-off shelter. $50,000 would build a small observatory. The site continues to grow in reputation and popularity.

3- mural placement by local artists. Round 4 has been completed, and we are contemplating Round 5 for 2020. Feedback is generally positive, cost to the township is modest.

4- our Community Improvement Plan is directed at businesses, but has had low uptake. We are attempting to broaden the scope of the plan.

The first 3 items could be said to promote tourism. The accommodation issue is especially crucial and has been recognized as a problem for years. We are also forming connections with a new tourism group (private sector) in Central Frontenac.

In terms of incentives for business, we have been quite weak. The CIP helps a bit, and certainly a business-friendly attitude on staff is extremely valuable. This is the area the Mayor would like to explore independently, and I fully support the initiative because the current EDTF has enough work. It is a success simply to keep the same volunteers coming to a meeting each month.
Strategic Planning

Strengths, Weaknesses, Opportunities and Threats (SWOT)

Strengths – What would you consider to be our Strengths (what do we do well) in North Frontenac?

- Environment
- Roads
- Amenities/Services
- Staff/Council
- Communication
- Waste/Recycling
- Emergency Services
- Miscellaneous
- Economic Development
- Provision of Services
- Planning Issues “Land Management”
- Emergency Services
- Taxes Relevant to cost of living
- Community Centres
- Star Pad
- Volunteerism
- Hunting / Fishing
- Community Improvement Plan (CIP).
- Social Media
- Zoning Bylaw Finalized
- Strong Cultural History
- Safe Communities
Weaknesses - What would you consider to be our Weakness (what can we improve in North Frontenac)?

- Economic Development
- Roads
- Staffing/Council Issues
- Taxes
- Cell Reception/Internet Connection
- Policing/Enforcement
- Waste
- Medical Services
- Miscellaneous
  - Lack of significant tax base
  - Enhance Service Delivery
- Communication - what we do well and not well
  - Ambulance Service at night
  - Not easy for developers
- No control over MPAC assessments
- In home living for seniors “support”
- Training for Council “Social Media”
- No Public access to Mississippi River in Ward 2
- Lobby Telephone providers for service
- Overnight accommodations
- Property Standards
- By-laws complaint driven
- Sewage Disposal for contract haulers
- By-law Enforcement
- Complaints on the rise
- Workload increasing for staff
- Marketing & Promotion of North Frontenac
Opportunities – what are the trends suggesting the future opportunities of the Township of North Frontenac

- Tourism – develop and promote multi-use trails
- Attract Investment
- Work collaboratively with Government bodies
- Sewage disposal site (to County Level)
- Investigate incentives for businesses
- Expand Recycle and exchange facility (PWM working on per Council Resolution)
- Senior residence – affordable (to County Level)
- Develop Municipal properties
- Promote Green Energy Solar/Water
- Amusement park/recreational facility for all ages
- Outdoor activities/business ventures
- Develop partnerships
- Enticing companies to come to the area – i.e. build on natural resources.
- Generate power using refuse wood/water/solar.
- Partnerships – forestry opportunities – conservation authorities (dams).
- Family days – activities encouraged.
- Youth programs – games areas, family activities, etc.
- Bus tours – set up historical plaques/picturesque sites.
- Museum.
- Licensed daycares.
- E-commerce.
- Events and festivals.
- Buy property.
- Provincial Park (Crotch Lake).
- Solar-MicroFIT.
- Community Improvement Plan (CIP).
- Develop Multi-Use Trails.
- Utilize fish hatchery building.
- Explore sewage disposal opportunities – disposal treatment.
- Use services/retired expertise – part-time.
- Access grants.
- Use website (CLSP) to promote businesses.
- CLSP – future employment; land sales; increases to businesses in area – has and will continue to derive from; allows people to come to the area and explore it.
- Strategic partnerships (with other municipalities, organizations).
- Power generation (Green) residential/business versus industrial.
- Senior Residence
- Compacting baler for plastics in anticipation of energy from waste facility
- Climate Change mitigation and adaptation plan for the Township
- Existing snowmobile / ATV trail network
- Hunting/ Fishing
- Municipal Campground
- Cell and Broadband on the way
- Modernization Focus and Funding from the Province
Threats – what are the trends suggesting in terms of the potential negative impacts for the work of the Township of North Frontenac not under our control.

- Lack of industrial/commercial establishments in the Frontenac’s i.e. no large Hamlets/Towns
- Young population leaving
  - School closure/enrollment
- Sewage disposal
- Provincial downloading
- Tourism decline
- OPP Billing – no longer a threat now a reality.
- Land claim results.
- Weather — global warming.
- Reduction in provincial funding.
- Rural Ontario model disappearing./ Urban Divide
- Development increases demands on waste site.
- Amalgamation.
- Regional government.
- North/South Road Connections.
- Official Plan not approved.
- MNR cut-backs.
- Industrial Wind Turbines (IWT).
- Lack of employment opportunities (long term).
- Waste disposal sites.
- Gasoline/Diesel fuel access.
- Aging infrastructure – roads, bridges and buildings.
- Non-lake front development.
- Broadband/Cell.
- Landlines for Phone Service in Snow Road Area.
- Land fill / Waste
- Climate Change
- Lack of Development to build larger tax base
- Attract young people for Council
- Telephone land line service
Determining Key Priorities

1. Attract and encourage investment (lack of local services; investigate incentives for businesses; lack of industrial/commercial development; etc.)
2. Improve Branding/Marketing/Signage – (Crown Land Stewardship Program, etc.)
3. Recreational opportunities Identify/Enhance Recreation opportunities/facilities. Objectives: Tourism – develop and promote multi-use trails; lack of staging area (parking) for trail use; investigate using Municipal Property for recreation purposes; etc.
4. Natural environment
5. Work collaboratively with Government bodies (with Provincial/Federal)

Short List of Key Priorities based on January 7, 2019 December 13, 2019 Special Council Meeting – SWOT

<table>
<thead>
<tr>
<th>Economic/Community Development</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Investigate Incentive for Businesses <em>(Community Improvement Plan (CIP))</em></td>
<td>Economic Development Task Force</td>
</tr>
<tr>
<td>• Tourism Expansion and Community Development</td>
<td>Economic Development Task Force</td>
</tr>
<tr>
<td>• Volunteer Recognition</td>
<td>Manager of Community Development (MCD)</td>
</tr>
<tr>
<td>• Collaborate with North Frontenac Businesses to Enhance our Economy</td>
<td>Mayor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Support Initiatives for seniors to remain in the Community for as long as possible</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>• Proceed with a multi-unit affordable residence for seniors</td>
<td>Mayor, Deputy Mayor and Councillor Hermer</td>
</tr>
<tr>
<td>• Explore opportunities for Seniors to remain in their home</td>
<td>Mayor, Deputy Mayor and Councillor Hermer</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Enhance and Sustain Capital Assets/Infrastructure</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>• Maintain Assets and Asset Management Plan to ensure long term sustainability</td>
<td>Treasurer</td>
</tr>
<tr>
<td>• Maintain Reserves/Reserve Funds</td>
<td>Treasurer</td>
</tr>
</tbody>
</table>
### Explore sewage disposal opportunities—disposal treatment

- **Public Works Manager**

### Enhance Communications Plan

- **Train Council on Social Media**
  - **CAO and MCD**
- **Enhance communications mechanisms and information to reach all Public**
  - **CAO-Treasurer and Manager of Community Development**

### Attract a Diverse Council

- **Encourage diversity on Council**
  - **Mayor and Council**
- **Review Council Structure and Pay Scale**
  - **Mayor and Council**

### Modernization

- **Identify opportunities to Modernize North Frontenac**
  - **CAO**
- **Collaborate with other Municipalities**
  - **CAO**

### Staffing

- **Review hiring own Planner versus Contract Planner**
  - **Clerk/Planning Manager**
Resolution of the Council of the
Corporation of the Township of North Frontenac

Moved by: [Signature]
Seconded by: [Signature]

Be It Resolved That Council receives for information the Mayor's Administrative Report entitled Strategic Plan and Objectives.

And That Council approves the Mayor's recommended changes to the Strengths, Weaknesses, Opportunities and Threats (SWOT) to include the following:

**Strengths:**
- Remove Miscellaneous
- Remove Economic Development
- Add Community Improvement Plan (CIP)
- Add Social Media
- Add Zoning By-law Finalized
- Add Strong Cultural History
- Add Safe Communities

**Weaknesses:**
- Remove Roads
- Remove Staffing/Council Issues
- Remove Waste
- Remove Miscellaneous
- Remove Communication – what we do well and not well
- Remove not easy for developers
- Remove No control over MPAC assessments
- Remove Training for Council "Social Media"
- Remove Lobby Telephone providers for service
- Add By-law Enforcement
- Add Complaints on the rise
- Add Workload increasing for staff
- Add Marketing, Promotion of North Frontenac

________________________
[Signature]
Opportunities:
- Remove "to County Level" from Sewage disposal site
- Remove "to County Level" from Senior residence – affordable
- Remove Develop Municipal properties
- Remove Develop Partnerships
- Remove Generate power using refuse wood/water/solar
- Remove Museum
- Remove Buy property
- Remove Community Improvement Plan (CIP)
- Remove Power generation (Green) residential/business versus industrial
- Add "Expand" in front of Recycle and exchange facility
- Add Cell and Broadband on the way
- Add Modernization Focus and Funding from the Province

Opportunities: Disposal

Threats:
- Remove Official Plan not approved
- Remove Industrial Wind Turbines (IWT)
- Remove Green Energy Act – Industrial Wind Turbines
- Add No control over MPAG assessments
- Add Telephone land line service
- Remove Sewage Disposal
- Remove School Closure/Enrollment
- Remove Tourism Decline
- Remove Gasoline/Diesel Fuel Access
- Remove Recycle Osama
- Remove Broadband/Cell
- Remove Disappearing Urban Divide
- Remove Non Band front Development
- Remove Amalgamation
- Remove CIP Billing no longer a threat now a reality

And That Council approved the Mayor's recommended changes to the Short List of Key Priorities to include the following:

1. **Economic/Community Development**
   - Remove Volunteer Recognition
   - Add Collaborate with NF businesses to enhance our economy

2. **No changes – Support initiatives for Seniors to remain in the Community for as long as possible**
3. Enhance and Sustain Capital Assets/Infrastructure
   - Remove Maintain Asset Management Plan to ensure long term sustainability
   - Remove Maintain Reserves/Reserve Funds
   - Remove Savage Disposal Opportunities - disposal treatments

4. Enhance Communications Plan
   - Remove Train Council on Social Media
   - Remove Enhance communications mechanisms and information to reach all Public
   - Change Owner to Treasurer and M.O.

5. Attract a diverse Council
   - Add Change Council Makeup for 2022 Municipal Election
     Owner: Mayor
     Review Council Structure and Pay Scale
     Encourage Diversity on Council

6. Add new Heading “Modernization”
   - Add Identify opportunities to Modernize North Frontenac
     Owner: CAO
     Add Collaborate with other Municipalities
     Owner: CAO

7. Add new Heading “Staffing”
   - Add Review hiring own planner versus contact planner
     Owner: Clerk/Planning Manager
     Add Assess need and value for By-law officer versus contracting
     Owner:

And That Council instructs the Clerk to make the amendments as discussed and agreed upon today as set-out above and provide the amendments to Council at the next meeting for Council to consider approving the updated 2019-2022 Township's Strategic Plan; and Strategic Goals/Objectives and Owners.

Carried

Mayor

[Signature]
### Mission Statement
The Township of North Frontenac's mission is the effective, efficient and sustainable delivery of services to its citizens.

### Vision Statement
The Township of North Frontenac will preserve our unique and pristine natural environment to promote a strong, resilient rural community.

<table>
<thead>
<tr>
<th>Goals and Strategic Objectives</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Economic/Community Development</strong></td>
<td></td>
</tr>
<tr>
<td>▪ Investigate Incentive for Businesses (Community Improvement Plan (CIP))</td>
<td>Economic Development Task Force Chair</td>
</tr>
<tr>
<td>▪ Tourism Expansion and Community Development</td>
<td>Economic Development Task Force Chair</td>
</tr>
<tr>
<td>▪ Volunteer Recognition</td>
<td>Manager of Community Development (MCD)</td>
</tr>
<tr>
<td>▪ Collaborate with North Frontenac Businesses to enhance our economy</td>
<td>Mayor</td>
</tr>
<tr>
<td><strong>Support Initiatives for seniors to remain in the Community for as long as possible</strong></td>
<td></td>
</tr>
<tr>
<td>▪ Proceed with a multi-unit affordable residence for seniors</td>
<td>Mayor, Deputy Mayor and Councillor Hermer</td>
</tr>
<tr>
<td>▪ Explore opportunities for Seniors to remain in their home</td>
<td>Mayor, Deputy Mayor and Councillor Hermer</td>
</tr>
<tr>
<td><strong>Enhance and Sustain Capital Assets/Infrastructure</strong></td>
<td></td>
</tr>
<tr>
<td>▪ Maintain Assets and Asset Management Plan to ensure long term sustainability</td>
<td>Treasurer</td>
</tr>
<tr>
<td>▪ Maintain Reserves/Reserve Funds</td>
<td>Treasurer</td>
</tr>
<tr>
<td>▪ Explore sewage disposal opportunities – disposal treatment</td>
<td>Public Works Manager</td>
</tr>
<tr>
<td><strong>Enhance Communications Plan</strong></td>
<td></td>
</tr>
<tr>
<td>▪ Train Council on Social Media</td>
<td>CAO and MCD</td>
</tr>
<tr>
<td>▪ Enhance communications mechanisms and information to reach all Public</td>
<td>CAO Treasurer and Manager of Community Development (MCD)</td>
</tr>
<tr>
<td><strong>Attract a Diverse Council</strong></td>
<td></td>
</tr>
<tr>
<td>▪ Encourage diversity on Council</td>
<td>Mayor and Council</td>
</tr>
<tr>
<td>▪ Review Council Structure and Pay Scale</td>
<td>Mayor and Council</td>
</tr>
<tr>
<td><strong>Modernization</strong></td>
<td></td>
</tr>
<tr>
<td>▪ Identify opportunities to Modernize North Frontenac</td>
<td>CAO</td>
</tr>
<tr>
<td>▪ Collaborate with other Municipalities</td>
<td>CAO</td>
</tr>
<tr>
<td><strong>Staffing</strong></td>
<td></td>
</tr>
<tr>
<td>▪ Review hiring own Planner versus Contract Planner</td>
<td>Clerk/Planning Manager</td>
</tr>
</tbody>
</table>
The Township of North Frontenac
Strategic Plan
2019 – 2022
1. Introduction

The Township of North Frontenac is home to approximately 1,800 permanent and 7,000 seasonal residents. The low-density population makes for the preservation of 1,164 square km of unique landscape located entirely on the Canadian Shield.

Nestled in the heart of Eastern Ontario’s Cottage Country, we have various year-round outdoor activities and a relaxed living style. All while you take in the natural beauty of North Frontenac’s scenic landscape and lakes. For these reasons it is one of the best destinations for outdoor activities and relaxing living in southeastern Ontario.

Our peace and tranquility is only a few hours from Toronto, Ottawa or the United States. North Frontenac is in the heart of Eastern Ontario’s cottage country, known as the Land O’Lakes Region and within the Ontario Highlands. Cottages and campsites dot the shores of the Township’s many clean lakes. Our expansive, natural, and undisturbed wilderness boasts infinite opportunities for outdoor recreation. Located entirely on the Canadian Shield, the landscape can be rough, but at the same time provide for scenic backdrops and vistas. The natural beauty, wildlife, outdoor activities and the tranquility of North Frontenac are what most residents and visitors love about the area.

In the summer, many people spend their time on the large network of trails, hiking, hunting, and off-roading with ATVs. But equally as entertaining, and possibly even more popular, is enjoying time in and around the water, partaking in activities like swimming, boating, fishing, water-skiing, tubing, canoeing and kayaking. North Frontenac Park Lands are a collection of 184 backcountry campsites, most accessible by water only, nestled along the shores of 12 lakes atop the Ontario Highlands and the Mississippi Valley watershed. The waterways provide recreational experiences, such as the solitude of a canoe trip down a remote lake and rivers to the adrenalin of shooting rapids in a kayak.

The winter season is also enjoyed by residents, and significant snow falls blanket the landscape, replacing the scenery of North Frontenac with an alternatively beautiful appearance. Residents commonly enjoy snowmobiling, cross country skiing and snowshoeing on the large network of trails. In the winter season you can continue to fish through the ice for trout or walleye. In all, the great variety of natural settings that exist in North Frontenac, with a seemingly endless array of scenery to take in, are equally beautiful and stunningly unique during all the four seasons.

Our community is experiencing growth in the artistic field and other small businesses. We have a very strong community focus and have an abundance of activities for social events and community get togethers.
North Frontenac has the darkest skies in Eastern and Southern Ontario, and we are easily reached by millions of potential visitors from Southern Ontario, Eastern Quebec and Northern New York. Our designated Dark Sky Preserve (DSP), by the Royal Astronomical Society of Canada, is the first Municipal DSP in Canada. In addition to providing education and information, we have public star gazing education nights with the assistance of expert astronomers and Astro-photographers.

2. Purpose
The purpose of implementing a Strategic Plan for the Township is to identify our key goals and annual objectives to ensure a focus on a high-quality short-term service delivery and long-term sustainability for the future. The development of a Strategic Plan is necessary to ensure the alignment of the Work Plans of the Township's staff and Council’s focus. This ensures our focus for service delivery, revenue generation, budget management and assessing performance is primarily focused on our strategic goals and objectives. By doing so, it ensures all activities of Council and Staff are aligned, effective and provides high value for our community.

3. Strategic Plan Process
The strategic planning process is one that allows us to review our Strengths, Weaknesses, Opportunities and Threats, commonly referred to as SWOT. Council and Management review the SWOT and our strategic direction on an annual basis. A survey was sent to all our residents and that response combined with staff and Council input has made up this Strategic Plan. Our Mission, Vision and Goals remain as is, as they continue to reflect our focus going forward.

4. Mission
The Township of North Frontenac’s mission is the effective, efficient and sustainable delivery of services to its citizens.

5. Vision
The Township of North Frontenac will preserve our unique and pristine natural environment to promote a strong, resilient rural community.

Values
To maintain and achieve our vision we value:
• Honesty – truthfulness, sincerity and frankness.
• Strong Ethics – openness and transparency
• Positive Attitude – being pleasant, rational.
• Respect – equality, open mindedness, courtesy.
6. **Goals and Strategic Objectives**

To achieve our Mission and our Vision we have defined the following goals and associated 2020 strategic objectives for The Township of North Frontenac.

<table>
<thead>
<tr>
<th>Economic/Community Development</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Investigate incentives for businesses (Community Improvement Plan (CIP))</td>
<td>Economic Development Task Force (EDTF) Chair</td>
</tr>
<tr>
<td>• Tourism Expansion and Community Development</td>
<td>Economic Development Task Force (EDTF) Chair</td>
</tr>
<tr>
<td>• Collaborate with North Frontenac Businesses to enhance our economy</td>
<td>Mayor</td>
</tr>
</tbody>
</table>

| Support initiatives for Seniors to remain in the Community for as long as possible |
|---------------------------------|-------|
| • Proceed with a multi-unit affordable residence for seniors | Mayor, Deputy Mayor and Councillor Hermer |
| • Explore opportunities for Seniors to remain in their home | Mayor, Deputy Mayor and Councillor Hermer |

<table>
<thead>
<tr>
<th>Enhance and Sustain Capital Assets/Infrastructure</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Maintain Assets and Asset Management Plan to ensure long term sustainability</td>
<td>Treasurer</td>
</tr>
<tr>
<td>• Maintain Reserves/Reserve Funds</td>
<td>Treasurer</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Enhance Communications Plan</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Enhance communications mechanisms and information to reach all Public</td>
<td>Treasurer and Manager of Community Development (MCD)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Attract a diverse Council</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Review Council structure and pay scale</td>
<td>Mayor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Modernization</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Identify opportunities to Modernize North Frontenac</td>
<td>CAO</td>
</tr>
<tr>
<td>• Collaborate with other Municipalities</td>
<td>CAO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Staffing</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Review hiring own Planner versus Contract Planner</td>
<td>Clerk/Planning Manager</td>
</tr>
</tbody>
</table>
8. Reporting

Each objective owner works with others to achieve the objectives. This will include identifying expertise required from members of Council, staff, the public and from our other stakeholders as required. These objectives will be reported to Council annually at a minimum. Once objectives have been achieved, they could identify further objectives to ensure we stay focused and continually enhance our community.

9. Communication

It is critical that our Strategic Plan and its progress is communicated to our residents, Frontenac County and its Townships, and other key stakeholders. We will provide this Strategic Plan to our community to ensure they understand our focus related to achieving our long-term objectives and enhancing our community. Secondly, we need to make sure key stakeholders understand our Plan in order to potentially identify areas of collaboration and to share resources where possible. Finally, having our Plan communicated at the municipal, provincial and federal level could help us identify areas where assistance from them, to achieve our objectives, may be available. In accordance with our 2016 Communications Plan adopted by Council, as amended, Communication will be achieved through our website, email, in person, social media and media as applicable. Communication will be ongoing to ensure all involved are aware of our current state as we progress towards the achievement of our Strategic Plan.
Resolution of the Council of the
Corporation of the Township of North Frontenac

Moved by: [Signature]
Seconded by: [Signature]

Be It Resolved That Council receives for information the Treasurer's Administrative Report entitled "Request for Proposal – Efficiency Study";

And That Council instructs the Treasurer to award the Contract to SP Maloney Corp at a cost of $6,850 plus HST, subject to a Contract issued by the Township of North Frontenac and signed by both parties.

Carried

Mayor [Signature]
North Frontenac Efficiency Study
Final Report

Note to Reader: The results of this report are not the opinion of the Consultant but more a collection of ideas and strategies formulated by the venue of confidential one-on-one interviews and responses from an anonymous Online Consultation completed by six Managers and five Council members.

Executive Summary & Methodology

The Principal of SP Maloney Corp Steve Maloney reviewed budget, website, previous strategic plans and initiatives and participated in a conference call with Treasurer Kelly Watkins and Manager of Community Development Corey Klatt to review initial proposal and ascertain goals and objectives for this Efficiency Study project. It was agreed by both parties activities included:

- Review Budget
- Distinguish between Core and Non-Core services
- Interviews with CAO, Treasurer, Director of Public Works, Clerk Planner, Director of Community Development and Fire Chief, Mayor and six Council members
- Online Consultation and phone interviews

In order to collect this information a template created in the UK was used to determine the Current State assessment at the one-on-one interviews. Keeping the five distinct Goals & Objectives in mind (i) Economic & Community Development, (ii) Seniors Initiatives, (iii) Capital Asset Management, (iv) Communication Strategies, (v) Council Initiatives, here is a list of some (but not limited to) of the questions asked:

1. What does the Township do well?
2. In your opinion what is the biggest organizational challenge that the Township of North Frontenac have?
3. What is working well/not well?
4. Where do you see Township in 2022?
5. How will North Frontenac get from where you are now to where you want to be?
6. What needs to happen to make sure Vision 2022 is accomplished?
7. And one last important question……….where do YOU think cuts should be made?

North Frontenac Strengths

- Great Asset Management plan that was unanimously lauded by all Managers and Council member---what a great strength to start from (opinion)
- Committed Staff and Council
- Township communications (up to date and professional website), newsletters and press releases to community newspaper.
- Beautiful geography that would attract retiring baby boomers (much like an Elliott Lake)
- A sense of community
- An impressive Head Office

North Frontenac Challenges

- Large geographical area
- Diversity of residents creates two cultures with different needs ((70% of residents are seasonal)
- Business Development as there is limited access to area (no 401, 400, 403, 404, 416, 417…….) Industry would find this a real barrier
- Management/Council following plans not always easy to do in small local community
- A large senior population that have unique and specific needs
- Maintaining healthy productive relations with partners County, Province and neighbouring Municipalities
Opportunities for Efficiencies

Note to Reader: all these ideas come from confidential interviews/survey answers with Management and Council and just presented in this report so that they may be considered in future for implementation.

Roads and Waste Management

Investigate as many P3’s as possible but the reality is NF is doing an excellent job given the enormous challenge of large geographic area (consultant’s opinion)

1. More partnerships with neighbouring Municipalities like the one with AH
2. Investigate and implement Incinerates for Waste Disposal
3. Cut staff and hours back at waste disposal sites during winter months
4. Bring back garbage bag tags and implement User fees for extraordinary disposed items.
5. In large City’s there are private companies that offer and this service and are thriving by doing so.

Fire Department

6. Cut back to one Fire Chief
7. Only provide essential Core Fire services and cut down on extras currently being provided (Opinion: hard to do given the senior population)
8. Chevy’s and not Cadillac’s--------maybe the department could make do with used or mid-grade equipment
9. Currently volunteer fire-fighters timesheets, certifications, training records and calendars are logged by excel spreadsheets, CO software will do this at a fraction of the cost in money and time
10. CommonOffice (CO) software could also be used by NF staff to provide all HRIS activities
**Recreation, Halls and Buildings**

11. Commit to operating all facilities like a business understanding that residents place a very high intrinsic evaluation on Community Halls
12. Design market program of Halls specifically to seasonal residents with higher incomes and possible unique needs
13. Two markets that have probably not been considered are market the Community Halls to School Boards and Funeral Homes. (an opinion made specifically by Consultant due to experience)

**Administration**

14. Reduce Council from seven to five and make it a priority in 2022
15. Use experienced consultants Consultant’s to apply for all eligible grants and programs where funds are available
16. Implement program to maximize collaborations between Management and Council
North Frontenac Efficiency Study

Efficiency: the ability to accomplish tasks with the least waste of time, effort and money.

Executive Summary/Methodology

- Review budget
- Distinguish between Core and Non-Core Service
- Interviews with CAO, Treasurer, Clerk Planner, Publics Work, Community Development and Fire Chief
- Interview Mayor and six Councillors
- Online Consultation
- Phone Interviews

Current State Assessment

What are your strengths?
- Great Asset Management Plan – almost 100% in agreement
- Committed Staff and Council
- Township Communications
- Beautiful Geography
- A sense of continuity
- Impressive Head Office

Current State Assessment cont..

What are your challenges?
- Large geographical area (>PEI)
- Diversity of residents creates two cultures with different needs
- Business Development—limited access
- Management/Council following plans
- Senior community Initiatives/needs
- Relations with partners
- County/Province/Neighbours
Opportunities for Efficiencies

Roads and Waste Management 3.7m
- P3’s where available
- Partnerships with neighbours (AH)
- Investigate & implement Incinerates
- Cut staff/sites back in winter
- Introduce more User Fees

Maslow’s Theory on Roads

Fire Department 782K
- Cut back to one Fire Chief
- Cut down on extras and only provide essential services
- Chevy’s and not Cadillac’s
- Opportunity for SOFTWARE to manage staff & volunteers
- Timesheet, Certification Training and Payroll

Self Serve SOFTWARE
Software to do what?

Opportunities for Efficiencies

Recreation, Halls & Buildings 440K
- Intrinsic evaluation by residents
- Operate like a business
- Market to seasonal residents
- Quite possibly two markets that have not been considered

Administration 885K
- Use consultants to apply for all applicable grants
- Reduce Council from seven to five and make priority for 2022
- Implement program to maximize collaborations between Management and Council
Administrative Report

To: Mayor and Members of Council

From: Tara Mieske, Clerk/Planning Manager

Recommended by: Cheryl Robson, AMCT, Chief Administrative Officer

Date of Meeting: January 17, 2020

RE: Communications of Interest to Council

__________________________________________________________________________

A. It is recommended that the following communication of interest to the Township be received for Council’s information and filed.

Notes: Correspondence included in the A Section of this report can be obtained by the Public from the Clerk/Planning Manager at clerkplanning@northfrontenac.ca. All Council Members directly receive information and updates from the Association of Municipalities of Ontario (AMO) and the Federation of Canadian Municipalities (FCM), therefore, these will not be listed in the Clerk’s Communications Administrative Report.

Previously provided A Section:
(Received for Information Only)

1. Mississippi Valley Conservation Authority (MVCA) re: 13th Annual Kintail Country Christmas, Saturday December 14, 2019;
2. North Addington Education Centre (NAEC) re: 2019 Festive Events at NAEC;
4. Mississippi Valley Conservation Authority (MVCA) re: Revised Fee Schedules - Planning Act Advisory Services;
7. Land O’Lakes Community Services (LOLCS) re: Community Bus Trip Schedule;
8. Todd Smith, Minister of Children, Community and Social Services (MCCSS) re: Poverty Reduction Strategy;
9. Rural Transportation Table (RTT) re: Notes and Materials from December 11, 2019;
10. Office of the Fire Marshal and Emergency Management (OFMEM) re: Announcement of Staffing Changes;
11. Cloyne and District Historical Society re: Thank You for the Volunteer Dinner;
15. St. Lawrence College re: Honorary Diploma Nominations Now Open for Convocation 2020;
17. Mississippi Valley Conservation Authority (MVCA) re: Special Advisory Committee Update for Mill of Kintail Museum;
22. Township of South Frontenac re: Holiday Greetings;
23. Ministry of the Environment, Conservation and Parks re: Environmental Registry Decision Notice – Changing the Resource Productivity and Recovery Authority’s Mandate (EBR 019-0671);
25. Jim Watson, Mayor for the City of Ottawa re: Update and Season’s Greetings;
26. Eastern Ontario Wardens Caucus (EOWC) re: Fall & Winter Communications Newsletter 2019;
27. Sharbot Lake Business Group & Rural Frontenac Tourism Group re: Developing Sharbot Lake and Rural Frontenac into a Year Round Destination;
28. Town of Tecumseh re: Request for Support – 911 Misdials;
30. Mississippi Valley Conservation Authority (MVCA) re: Shabomeka Lake Dam Class EA – Notice of Filing of Addendum;
31. Federation of Canadian Municipalities (FCM) re: 2020 Annual Conference;
32. Frontenac Arch Biosphere (FAB) re: December 2019 Newsletter;
34. County of Frontenac re: Appointment of Warden and Deputy Warden;
35. Ontario Good Roads Association (OGRA) re: Board of Directors Seeking Nominations for Candidates from the Southeast Zone;
36. County of Frontenac re: Media release – Economic Development Department Launches Annual Business Survey;
37. Stewardship Ontario (SO) re: Municipal Blue Box Recycling Funding for Third Quarter of 2019;
38. Quinte Conservation re: October 17, 2019 Board Meeting Minutes;
40. Mississippi Valley Conservation Authority (MVCA) re: Water Safety Statement;
41. Quinte Conservation re: Water Safety Statement Due to Large Amounts of Rain Expected.
B: Action Items: (to include items brought forward from Section A above by a Member of Council)
Previously Provided B Section:
1. Township of Central Frontenac re: Joint Project - 911 Education;
2. Ministry of Natural Resources and Forestry (MNRF) re: Invitation to Draft Forest Sector Strategy Engagement Sessions;
From: Tara Mieske  
Sent: December 17, 2019 4:55 PM  
To: Deputy Mayor Fred Perry; Fred Fowler; Gerry Martin; John Inglis; Ron Higgins; Vernon Hermer; Wayne Good  
Cc: Cheryl Robson; Brooke Drechsler; Sonia McLuckie  
Subject: Communications - Ministry of Natural Resources and Forestry re: Draft Forest Sector Strategy - Invitation to Draft Forest Sector Strategy Engagement Sessions  

Good Afternoon – For inclusion in the January 17, 2020 Council Agenda, Communications Package B Section. Thanks Tara  

Tara Mieske, Dipl.M.A.  
Clerk /Planning Manager  
Township of North Frontenac  

From: mayorhiggins@xplornet.com  
Sent: December-15-19 10:47 AM  
To: Tara Mieske  
Subject: FW: Draft Forest Sector Strategy - Invitation to Draft Forest Sector Strategy Engagement Sessions  

For January meeting COM B please.  
Ron  

From: McClain, Liz (MNRF) On Behalf Of Barnes, Wayne (MNRF)  
Sent: December 13, 2019 2:16 PM  
To: mayorhiggins@xplornet.com  
Subject: Draft Forest Sector Strategy – Invitation to Draft Forest Sector Strategy Engagement Sessions  

Sent on behalf of Wayne Barnes, Director, Business Development Branch, Ministry of Natural Resources and Forestry and Annamaria Cross, A/Director, Environmental Assessment and Permissions Branch, Ministry of the Environment, Conservation and Parks  

Please see the above attachment.  

Thank you  

Wayne Barnes  
Director  
Business Development Branch  
Ministry of Natural Resources and Forestry
December 12, 2019

Mayor Ron Higgins
Township of North Frontenac

Email: mayorhiggins@xplornet.com


Dear Mayor Higgins:

We write to invite the North Frontenac to meet with the Ministry of Natural Resources and Forestry (MNRF) and the Ministry of Environment, Conservation and Parks (MECP) to discuss the draft Forest Sector Strategy and contributing forestry-related policy and regulatory changes that the ministries are considering.

On December 4, 2019, the government posted a Draft Forest Sector Strategy on the Environmental Registry for public review and comment. The strategy is open for comments from December 4, 2019 to February 5, 2020. You can access the draft strategy at [Ontario’s Draft Forest Sector Strategy](#).

In the draft Forest Sector Strategy, Ontario is proposing a long-term vision for growth and sustainability for the forest sector and is seeking comments and input from your community. MNRF is considering actions supporting the pillars of the draft strategy. Actions under consideration include modernizing the forest management planning process, modernizing the approach to independent forest audits, and reducing duplication and modernizing approvals processes.

In addition, MECP is also considering changes to the environmental assessment requirements for forest management on Crown lands as part of MECP’s modernization of the [Environmental Assessment Act](#) and processes.
More information about these proposed changes will follow soon.

At this time, we wanted to make you aware of these important topics that we hope to discuss with a representative (or representatives) from your community at one of the regional sessions.

The MNRF is convening regional consultation sessions in six locations across Ontario to discuss the proposals and receive comments. These one-half day sessions will be held in the following regional centres:

<table>
<thead>
<tr>
<th>Date</th>
<th>Location</th>
<th>Venue</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan 13</td>
<td>Thunder Bay</td>
<td>AFFES Fire Centre</td>
<td>1580 Arthur Street W</td>
</tr>
<tr>
<td>9:00-12:00</td>
<td></td>
<td>Training Room</td>
<td></td>
</tr>
<tr>
<td>Jan 15</td>
<td>Timmins</td>
<td>South Porcupine Ontario</td>
<td>5520 HWY 101 E</td>
</tr>
<tr>
<td>9:00-12:00</td>
<td></td>
<td>Government Complex,</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Boreal</td>
<td></td>
</tr>
<tr>
<td>Jan 21</td>
<td>North Bay</td>
<td>McKeown West Wing</td>
<td>437 McKeown Avenue</td>
</tr>
<tr>
<td>9:00-12:00</td>
<td></td>
<td>Boardroom</td>
<td></td>
</tr>
<tr>
<td>Jan 23</td>
<td>Kenora</td>
<td>Kenora Fire Mgmt</td>
<td>1789 Airport Road</td>
</tr>
<tr>
<td>1:00-4:00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jan 28</td>
<td>Peterborough</td>
<td>Robinson Place Ball</td>
<td>300 Water Street, Main</td>
</tr>
<tr>
<td>9:00-12:00</td>
<td></td>
<td>Rooms A and B</td>
<td>Floor</td>
</tr>
<tr>
<td>Jan 29</td>
<td>Sault Ste Marie</td>
<td>Roberta Bondar Place</td>
<td>70 Foster Dr, Main Floor</td>
</tr>
<tr>
<td>9:00-12:00</td>
<td></td>
<td>- Boardroom B</td>
<td></td>
</tr>
</tbody>
</table>

Please let us know as soon as you can if you plan to send a representative(s) to one of these sessions. Please contact Ritikaa Gupta at 705-945-5731 or Ritikaa.Gupta@ontario.ca.

We look forward to discussing the draft Forest Sector Strategy and associated proposals with you. We also invite any written comments on any of these initiatives to be submitted to Ritikaa Gupta at ritikaa.gupta@ontario.ca.

Following the in-person sessions, MNRF will consider comments on proposals and report back to explain how those comments were considered.
We hope you will consider participating in these consultations.

Sincerely,

Wayne Barnes
Ministry of Natural Resources and Forestry
Director, Business Development Branch

[Signature]

Annamaria Cross, A/Director
Environmental Assessment and Permissions Branch
Ministry of the Environment, Conservation and Parks
From: Tara Mieske  
Sent: December 17, 2019 4:40 PM  
To: Deputy Mayor Fred Perry; Fred Fowler; Gerry Martin; John Inglis; Ron Higgins; Vernon Hermer; Wayne Good  
Cc: Cheryl Robson; Brooke Drechsler; Sonia McLuckie; Brooke Hawley  
Subject: Communications - Central Frontenac Township re: 911 Education - Joint Project

Good afternoon – For inclusion in the January 17, 2020 Council Agenda, Communications Package B Section. Thanks Tara

Tara Mieske, Dipl.M.A.  
Clerk / Planning Manager  
Township of North Frontenac

From: Cathy MacMunn  
Sent: December 16-19 11:36 AM  
To: Tara Mieske  
Cc: Cheryl Robson  
Subject: 911

Good morning Tara,  
At our CPAC meeting there was a discussion on whether both of our townships would like to do a joint project.  
This would be an educational piece on 911. Sharron Brown will check with their Safety Office to see if there is already a publication that we could use.  
I am not sure if you have discussed this at your CPAC meetings but just wondering is this something you are interested in?

We would not be going ahead until the new year as we would need to determine if we include it in our tax bills.  
Let me know your thoughts,  
Cathy

Cathy MacMunn AMCT ACST  
Clerk Administrator  
Township of Central Frontenac
Good Morning – For inclusion in the January 17, 2020 Council Agenda, Communications Package B Section. We will amend the Agenda in case Council wishes to provide comments to the Mayor. The ROMA Conference is January 18-21, 2020. Thanks Tara

Tara Mieske, Dipl.M.A.
Clerk / Planning Manager
Township of North Frontenac

From: (Mayor) Kim Love
Sent: January 8, 2020 4:09 PM
To: Brooke Hawley
Subject: Connecting with your ROMA Zone Representative

Dear Mayor Higgins and Council,

The 2020 ROMA conference is fast approaching. As your zone 6 representative, I will be there. If there are any issues or concerns you would like ROMA to be aware of now or in the coming year, I would love to hear from you.

My email address is: mayor@madawaskavalley.ca

If you would prefer to talk in person, please email me to arrange a meeting during the ROMA conference. I look forward to seeing you there.

Regards,

Kim Love
ROMA Zone 6 Representative

Kim Love, Mayor
Township of Madawaska Valley
mayor@madawaskavalley.ca
Box 1000, 85 Bay St. Barry's Bay ON K0J 1B0
Office: 613-756-2747 Cell: 613-639-4557
Administrative Report

To: Mayor and Members of Council

From: Cheryl Robson, AMCT, Chief Administrative Officer

Date of Meeting: January 17, 2020

Re: Confidential Complaint Files – 2019 Annual Report

Background
As directed by Council, the Chief Administrative Officer (CAO) shall provide an annual Administrative Report advising of the status of all Confidential Complaint Files including the number of complaints received during the annual reporting period; and to include previous active and closed complaint files.

Researched By
Brooke Hawley, CAO Executive Assistant.

Comments
49 Confidential Complaints were received in 2019. An update of the number of Confidential Complaints (active/closed) from 2014 up to and including December 31, 2019 is as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Complaints Received</th>
<th>Closed Complaints</th>
<th>Active Complaints</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>18</td>
<td>18</td>
<td>0</td>
</tr>
<tr>
<td>2015</td>
<td>31</td>
<td>31</td>
<td>0</td>
</tr>
<tr>
<td>2016</td>
<td>24</td>
<td>24</td>
<td>0</td>
</tr>
<tr>
<td>2017</td>
<td>31</td>
<td>31</td>
<td>0</td>
</tr>
<tr>
<td>2018</td>
<td>16</td>
<td>16</td>
<td>0</td>
</tr>
<tr>
<td>2019</td>
<td>49</td>
<td>36</td>
<td>13</td>
</tr>
<tr>
<td>Total</td>
<td>169</td>
<td>156</td>
<td>13</td>
</tr>
<tr>
<td>By-law Complaints</td>
<td>2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------</td>
<td>------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Safe Property</td>
<td>9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trailer Licensing</td>
<td>9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Animal Control</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Noise</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roads</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Speeding</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Burning on Crown Land (MNRF)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Environmental Protection Act</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Township Boat launch destruction</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Township Re-Use Centre</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Items placed on Township property</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Items Floating in Lake</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Township Staff</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>49</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Financial Implications
Staff time, including the CAO, CAO Executive Assistant, applicable Township Manager(s) and Chief Building Official. Also, if applicable, the By-law Enforcement Officer; and/or the Township Solicitors, when required and approved by the CAO.

The 2019 approved Budget for the By-law Department’s expenditures was $39,100, which includes staff time for the CAO Executive Assistant, Chief Building Official, contracted services (including mileage), legal fees and Line Fences Act.

Due to increased number of complaints in 2019, the legal fees for By-law 2019 is over budget by approximately $10,111.40 pending year-end.

Recommendation
Be It Resolved That Council receives the Chief Administrative Officer’s Administrative Report entitled “Confidential Complaint Files – 2019 Annual Report” for information purposes.
Administrative Report

To: Mayor and Members of Council

From: Tara Mieske, Clerk/Planning Manager

Recommended by: Cheryl Robson, AMCT, Chief Administrative Officer

Date of Meeting: January 17, 2020

Re: Recommended Amendments to the Yard Standards By-law

Background
By-law #83-07 being the Safe Property By-law was passed December 13, 2007 (Attachment #1). The Township’s Solicitor drafted a combined Noise and Yard Standards Policy in 2013 which was not approved by Council.

Comments
Staff have reviewed the Solicitor’s draft Policy and are recommending the Policies remain as two separate policies. The sections of the combined Policy with respect to yard standards have been included in the draft attached and the amendments recommended by Staff are in red mark-up (Attachment #2).

Researched By
Tara Mieske, Clerk/Planning Manager

Financial Implications
The current Safe Property By-law is enforced through the Contract for By-law Enforcement. The changes to the By-law will not change how the By-law is enforced; therefore, it is not anticipated that these amendments will have a financial impact.

Recommendation
Be It Resolved That Council receives for information the Administrative Report from the Clerk/Planning Manager entitled “Recommended Amendments to the Yard Standards By-law”;

_____________________________________________________________________________
And That Council instructs the Clerk to make the following amendments:


And That Council will consider the By-law to amend the Yard Standards Policy at a future Council Meeting.

Enclosures (2)
- By-law #83-07 being the Safe Property By-law
- Draft new Yard Standards By-law (amendments recommended by Staff are in red mark-up)
THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTEC

BY-LAW # 83-07

BEING a by-law to provide for the safety of properties in the Township of North Frontenac and to repeal By-law # 6-98 entitled the “Safe Property By-law”.

WHEREAS Council has authority to pass by-laws for the health, safety and welfare of the municipality and its inhabitants including, without limiting its generality,

   a) requiring buildings and yards to be put in a safe condition to guard against fire or other dangerous risk or accident pursuant to Section 130 of the Municipal Act, 2001, and;

   b) requiring and regulating the filling up, draining, cleaning and clearing of any grounds, yard and vacant lots pursuant to Section 127 of the Municipal Act, 2001, and;

   c) authorizing the pulling down or repairing or renewing of any building, fence, scaffolding or erection that, by reason of its ruinous or dilapidated state, faulty construction or otherwise, is in an unsafe condition as regards danger from fire or risk of accident pursuant to Section 118 of the Municipal Act, 2001;

NOW THEREFORE the Council of the Corporation of the Township of North Frontenac HEREBY ENACTS AS FOLLOWS:

1. THAT no owner or occupant of any property shall cause, allow or permit any building, yard, lot or grounds to be or remain in a condition contrary to the requirements of this by-law.

2. THAT every property in the municipality shall be kept in a neat, tidy and safe condition consistent with surrounding properties, and free from:

   a) rubbish, garbage, waste and other debris on the property, or which may blow or drift or otherwise be transported onto neighboring properties;

   b) long grass, discarded brush and clippings, excessive weed growth, or any other condition that may promote or be susceptible to fire or infestation by weeds, rodents and other noxious conditions;

   c) timber, lumber, building materials or any other type of product or materials stored or kept under conditions that are unsafe from fire or other dangerous risk or accident;

   d) scrap and junk material including, without limiting its generality, wrecked, dismantled, unused, unlicensed or non-restorable vehicles, trailers, machinery, tools, tires, appliances, equipment or any part thereof, except in an establishment licensed or permitted to conduct and operate such a business, and only then under circumstances that prevent unsafe or unsightly conditions;

   e) any pit, precipice, excavation or deep waters that are unfenced or unprotected against dangerous risk or accident;

   f) buildings, fences, scaffolding, retaining walls or any other erection that, by reason of its ruinous or dilapidated state, faulty construction or otherwise, is in an unsafe condition as regards danger from fire or risk of accident;

   g) any combustible, flammable, volatile, caustic or explosive substance unless stored under conditions that are safe and free from risk of fire or accident.
3. THAT the owner of every property shall be responsible for the rubbish, garbage, waste or other debris which has blown, drifted or otherwise been transported from his property including the collection and removal of the rubbish, garbage waste or other debris as directed by a by-law enforcement officer or peace officer.

4. THAT any by-law enforcement officer or peace officer, or any person acting on the officer’s instructions, may at all reasonable times and upon producing proper identification, enter onto any property for the purpose of inspecting the property to determine whether there has been a contravention of this by-law.

5. THAT an officer who finds a contravention of this by-law may, in addition to any other legal remedies or enforcement proceedings available to the municipality, make an order directing compliance with this by-law and may require the order to be carried out immediately or within such time as is specified in the order.

6. THAT the order shall be served by personal service or by registered mail on the owner of the property as appears on the last revised rolls of the municipality, and any other person whom the officer believes is contravening this by-law.

7. THAT the order shall contain sufficient information to specify the nature of the contravention, its location, a description of the work required to bring the property into conformity with this by-law, and a statement that failure to comply with the order within the time specified shall entitle the municipality itself or by its contractors or agents to enter onto the property without further notice for the purpose of performing the work set out in the order and otherwise bringing the property up to the standards prescribed by this by-law and recovering all expenses incurred in so doing by action or in like manner as municipal taxes.

8. THAT notwithstanding the foregoing, if upon inspection of a property, an officer is satisfied that the property poses an immediate danger to the health or safety of any person, the officer may perform or cause to be performed at the owner’s expense such remedial repairs or other work necessary to terminate the immediate danger.

9. THAT every person who fails to comply with an order issued under the provisions of this by-law, or who contravenes any other provision of this by-law is guilty of an offence and on conviction is liable to a minimum fine of not less than five hundred dollars ($500.00) and not more than the maximum fine of five thousand dollars ($5,000.00).

10. THAT if an owner or occupant of a property fails to comply with an order issued pursuant to this by-law, the municipality shall have the right to enter onto the property without further notice and to carry out such work as to otherwise bring the property up to the standards prescribed in the order at the expense of the owner, and the municipality may recover the expense of performing such work by action or in like manner as municipal taxes.

11. THAT By-law #6-98 and all resolutions, by-laws or parts of by-laws, which are contrary to or inconsistent with this by-law are hereby repealed.

12. THAT this by-law shall come into force and take effect on the date of its passing.

13. THAT this by-law shall be referred to as the “Safe Property By-law”.

READ a first and second time this 13th day of December, 2007.

READ a third time and finally passed this 13th day of December, 2007.

__________________________________                          ______________________________
Mayor                                                                     Clerk
The Corporation of the Township of North Frontenac

By-Law #

Being a By-law to Repeal By-law #83-07 and to Provide for Yard Standards in the Township of North Frontenac

Whereas Section 127 of the Municipal Act, 2001, permits the Township to pass by-laws to:
(a) Require the owner or occupant of land to clean and clear the land, not including buildings, or to clear refuse or debris from the land, not including buildings;
(b) Regulate when and how matters required under clause (a) shall be done;
(c) Prohibit the depositing of refuse or debris on land without the consent of the owner or occupant of the land; and
(d) Define “refuse”;

And Whereas Section 131 of the Municipal Act, 2001, permits the Township to pass by-laws to prohibit and regulate the use of any land for the storage of used motor vehicles for the purposes of wrecking or dismantling them or salvaging parts from them;

And Whereas Section 446 (1) of the Municipal Act, 2001 provides that where the municipality has the authority under this or any other Act or under a by-law under this or any other Act to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person’s expense;

And Whereas Section 446 (3) of the Municipal Act, 2001 provides that the municipality may recover the costs of doing a matter or thing under subsection (1) from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes;

Now Therefore Be It Resolved That Council repeals By-law #83-07 and enacts the attached Schedule “A” as the Yards Standards Policy for the Council of the Corporation of the Township of North Frontenac;

And That all resolutions, by-laws or parts of by-laws, which are contrary to or inconsistent with this by-law, are hereby repealed.

This By-law shall come into force and take effect on the date of final passing.

Read a first and second time this ______________________

Read a third time and passed this ______________________

_______________________________  ______________________
Mayor                          Clerk
Schedule “A” To By-law 

Yards Standards Policy

1.0 Short Title

1.1 This By-Law may be cited as the “Yard Standards By-Law.”

2.0 Definitions

2.1 In this By-Law:

(a) “Construction” means erecting, altering, repairing, maintaining, painting, dismantling or demolishing any building or structure, and moving, land clearing, grubbing, tree removal, earthmoving, grading, excavating, operating construction equipment, blasting and detonation of explosive devices other than fireworks, the laying of pipe and conduit whether above or below ground level, street and highway building, concreting, equipment installation and alteration and the structural installation of construction components and materials in any form or for any purpose, and includes any associated or related work.

(b) “Council” means the Council of the Corporation of the Township of North Frontenac.

(c) “Fence” means any structure constructed of posts, boards, rails, wire, masonry or similar materials or any combination thereof used to define a property boundary or to enclose any outdoor area.

(d) “Highway” includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

(e) “ICI waste” means waste produced by Industrial, Commercial and Institutional operations, and may include household waste generated by such operations, as defined under the Environmental Protection Act and its regulations, all as amended from time to time.

(f) “Inoperative” means not in working condition.

(g) “Maintain” means the preservation or keeping in repair of a property as required by this By-Law.

(h) “Municipal By-law Enforcement Officer” means the designated by-law enforcement officer(s) of the Township of North Frontenac, or any of them.

(i) “Premises” means a piece of land and any buildings and structures on it, and includes a place of business, highway, and any other location or place.
(j) "Property" means a building or structure or part of a building or structure, and includes the lands appurtenant thereto and all mobile homes, mobile buildings, mobile structures and outbuildings erected thereon.

(k) "Residential Property" means any property that is used or designed for use as a domestic establishment in which one or more persons regularly or occasionally sleep and prepare and serve meals, and includes any land or buildings that are appurtenant to such establishment and all steps, walks, driveways, parking spaces, and fences associated with the dwelling or its yard.

(l) "Township" means the Corporation of the Township of North Frontenac.

(m) "Standards" means the standards or physical condition prescribed for property by this By-Law.

(n) "Unused" means stored or kept for the purpose of scrap or salvage.

(o) "Unlicensed" means, in the case of a vehicle, without current and valid plates.

(p) "Vehicle" means any type of motor vehicle, recreational vehicle, snowmobile, trailer or other type of vehicle or equipment drawn, propelled or driven by any kind of power.

(q) "Waste" means any domestic waste, ICI waste, garbage, refuse or debris and includes all wastes as defined in the Environmental Protection Act and its regulations, all as amended from time to time.

3.0 General Duties and Obligation All Properties
3.1 Every property shall, at all times, be kept in a neat, clean and orderly condition, and free from any objects or conditions that might create a health, fire or accident hazard.

3.2 Without limiting the generality of section 3.1 above, every property shall, at all times, be kept in a condition free from:
   (a) Any pit, precipice, excavation or deep waters that are unfenced or unprotected against risk or accident;
   (b) Any combustible, flammable, volatile, caustic or explosive substance unless stored under conditions that are safe, in compliance with any applicable laws and stored in a manner to minimize the risk of fire or accident; and
   (c) Buildings, fences, scaffolding, retaining walls or any other structure that, by reason of its ruinous or dilapidated state, faulty construction or otherwise is in an unsafe condition or may be susceptible to fire or accident.

4.0 Waste
4.1 Every property shall be kept free of waste, except as provided in this section.

4.2 All waste stored outside at any residential property, whether stored in the yard or on the property, shall be stored in a container in such a fashion as to prevent the harbouring of rodents, vermin or other wildlife and the scattering of debris.
4.3 All ICI waste shall be stored in a shed or waste container approved for the storage of the waste material or deemed appropriate by the Municipal By-law Enforcement Officer that is:
   (a) Constructed in such a fashion as to be easily accessed and emptied;
   (b) Constructed in such a fashion as to be sealed against intrusion by rodents, vermin or other wildlife;
   (c) Have a solid concrete or other impermeable material floor; and
   (d) Cleaned or sterilized on a regular basis to minimize odour and the risk of health hazards.

4.4 No person, corporation or business shall store or accumulate any waste for any period greater than seven (7) days where such waste could create a health, safety, accident or fire hazard or encourage scavengers or vermin.

5.0 Storage
5.1 The warehousing or storage of material or equipment that is required for the continuing operation of the permitted use of any property shall be in accordance with the following standards:
   (a) Stored materials shall be arranged in a neat and orderly manner;
   (b) Stored materials shall not create a fire or accident hazard; and
   (c) Stored materials shall be arranged so that unobstructed access for emergency vehicles is ensured.

5.2 Storage, salvage and scrap yards shall be effectively screened from all other properties or highways by a solid wall or board fence or solid hedge not less than 2.0 meters or more than 3.0 metres in height; and shall comply with the Zoning By-law.

5.3 No person shall store or allow to be stored in any property any discarded or unused material or items. Without limiting the generality of the foregoing, the following are deemed to be materials that are discarded or unused:
   (a) Lumber, plywood, drywall, shingles, insulation, flooring, carpeting, windows, glass, bricks, stone or any other construction material; or
   (b) Household furniture, appliances, tools, bicycles, snow mobiles, equipment, machinery or any parts thereof.

5.4 Despite section 5.3, a person may store discarded or unused materials only where the material is:
   (a) Piled in an organized manner;
   (b) Stored in an area to the rear of the main structure and stored in such a manner as to not be visible to adjoining properties; and
   (c) in the case of demolition, construction or renovation materials, stored for no more than 30 days.

6.0 Property Maintenance
6.1 In addition to all other provisions of this By-law, all properties, including yards, parking lots or vacant land located within the Township shall be maintained in accordance with the following standards:
   (a) All properties shall be kept free of:
(i) Weeds, noxious plants or other vegetation that may promote or be susceptible to fire or infestation by rodents;
(ii) grass in excess of 15 cm in height except where such growth is part of a landscaping design approved by the Township of North Frontenac; and
(iii) Dead or damaged trees or shrubbery;
in accordance with the Weed Control Act and any other applicable Act.
(b) Where a building or structure is undergoing construction or renovation all construction materials and equipment and other related items to be used in the construction or renovation, including without limitation waste and material to be recycled or reused, may be stored in the yard for a reasonable amount of time providing such materials are:
(i) Piled in an organized manner; or
(ii) Stored in an area to the rear of the main structure and stored in such a manner as to not be visible to adjoining properties or any highway;
(c) Where a building or structure is undergoing demolition or renovation all waste materials resulting from that demolition or renovation shall be removed from the property within 30 days of the generation of the material; and
(d) Where a building or structure is undergoing demolition or renovation all materials slated for recycle or reuse shall be removed within 30 days of completion of the project.

6.2 Every person who erects a fence or causes a fence to be erected on or around any property shall keep such fence,
(a) in good repair,
(b) in a safe and structurally sound condition and free from hazards: and
(c) Unsightly markings, stains or other defacements on the exterior surfaces of fences shall be removed and the surface shall be refinished within 30 days of the owner or occupant becoming aware of the stain or defacement.

6.3 The prohibitions described in section 6.1(a) do not apply to activities that are part of a normal farm practice and carried on as part of an agricultural operation.

7.0 Storage of Motorized Vehicles: Commercial Properties
7.1 All properties zoned to permit commercial uses must comply with the following standards:
(a) Establishments that are licensed through the Ontario Motor Vehicle Industry Council to sell new or used motor vehicles may have unlicensed vehicles stored in the property, provided they are for sale in accordance with the Motor Vehicle Dealers Act and are not in a wrecked, discarded, dismantled, inoperative or abandoned condition;
(b) Establishments licensed and operating as a vehicle repair facility may store unlicensed motor vehicles where such vehicles are awaiting repair or sale. The unlicensed motor vehicles must be stored in a neat and orderly condition;
(c) The storage of wrecked, dismantled or any motor vehicles kept for the purpose of providing parts for other vehicles is only permitted on properties that the Zoning By-law has zoned as a motor vehicle wrecking yard or salvage yard;
(d) Establishments licensed and operating as a vehicle repair facility may store up to 100 used tires on that property at any given time provided that the tires are not
visible from any highway or residential property and the tires are stored in a neat and orderly condition; and

(e) Where vehicles, tires or other materials are stored in a neat and orderly fashion but are still visible from either a residential property or highway, the storage area shall be enclosed by a solid wall or a solid board or metal fence not less than 1.8 meters or more than 3.0 metres in height; shall comply with the Zoning By-law; and be maintained in good repair.

8.0 Storage of Motorized Vehicles: Residential Properties

8.1 Despite any provision of this By-law to the contrary, for residential properties:
(a) No unlicensed vehicle shall be parked or stored on the property;
(b) No vehicle that is in a wrecked, dismantled or inoperative, condition shall be parked or stored in a property except in accordance with the following;
(c) Despite section 8.1(a) and (b) above, the owner or occupant of a residential property may park or store a maximum of two (2) unlicensed or inoperative vehicles on their property, provided:
(i) The vehicle(s) is registered in the name of the owner or occupant of the property;
(ii) The vehicle is stored for the purpose of repairing or restoring the vehicle or the vehicle is stored for the owner’s or occupant’s own personal use; and
(iii) All vehicles:
   a. Are parked in a driveway or designated parking area; and
   b. Do not have the appearance of being derelict or abandoned or;
   c. Are covered with a car cover or tarpaulin in good condition; or
   d. Are parked in a yard or area where the vehicle is not visible to the adjoining property owners or visible from a highway.
(d) The owner or occupant may make application to the Chief Administrative Officer to park, place or store more than two (2) unlicensed vehicles on property owned or occupied by them. Such application shall be made in writing and shall state the:
   (i) Name, address, telephone number of applicant;
   (ii) Name of the registered owner of the property (If other than above);
   (iii) Letter of permission from the registered owner (If other than (i));
   (iv) Reason for the request to keep more than 2 unlicensed vehicles; and
   (v) Civic Address where the vehicles will be stored (if other than (i)).
(e) The Chief Administrative Officer shall review all applications for permission to park or store more than two (2) unlicensed vehicles and shall issue a letter of authorization where the parking or storing of the unlicensed vehicle(s) will comply with the requirements of this By-law and is not likely to be visually offensive to a reasonable person. The Chief Administrative Officer may impose such conditions as he/she deems necessary when issuing authorization under this section.

9.0 Graffiti

9.1 No person shall place or cause or permit graffiti to be placed on property.

9.2 Every owner of property shall maintain their property free of graffiti.

10.0 Administration, Enforcement and Appeal
10.1 This By-Law shall be administered by the Chief Administrative Officer, and as directed by the Chief Administrative Officer, enforcement shall be administered by the Municipal By-law Enforcement Officer or any other person appointed by Council to enforce such regulations.

10.2 Where an inspection by the Municipal By-law Enforcement Officer reveals that:
   (a) the property or premises does not conform to the standards prescribed by this By-law; or
   (b) a person is contravening any provision of this By-law;

   the Township’s Chief Administrative Officer or as directed by the Chief Administrative Officer, the Municipal By-law Enforcement Officer may give a written order to any owner, occupant of the property or person alleged to have contravened any provision of this By-law ordering that the owner, occupant or person comply with this By-law.

10.3 An order issued under this By-law shall set out:
   (a) The person’s name, address and location of the contravention;
   (b) Sufficient particulars of the contravention to adequately identify the contravention and the location on the property or premises of the contravention;
   (c) An order to cease the contravention and a date by which the contravention must cease.

10.4 An order issued under this By-law may set out:
   (a) An order to remedy the contravention, indicating the particulars of what must be remedied;
   (b) The date by which the contravention must be remedied; and
   (c) A statement that if the contravention is not remedied within the period of time stipulated in the order, the Township may carry out the necessary work at the owner’s expense.

10.5 An order issued pursuant to this By-law may require work to be done even though the facts that constitute the contravention of this By-law were present before this By-law came into force.

10.6 Any order given by the Township in accordance with any section of this By-law shall be served personally or by registered mail sent to the last known address of the person to whom the order is to be given, in which event the service shall be deemed to have been made on the third day after mailing.

10.7 If the owner or occupant of a property or other person to whom an order has been given in accordance with this By-law does not comply with the order within the time prescribed, the Township may, in addition to all other remedies, cause the property or premises to be brought into a condition that conforms to this By-law at the owner’s, occupant’s or other person’s expense and, for this purpose, the Township’s employees or agents may enter onto any property or premises at any reasonable time without further notice to the owner, occupant or other person in order to do such work and rectify any contravention of this By-law.
10.8 The Township may remove items from any property or premises where the item is part of the contravention of this By-law. Where any item is removed in accordance with this By-law, the Township may, in its absolute discretion, elect to store, or cause to be stored, any or all such items for a maximum of 30 days in order to permit the owner of such items to recover them and the costs of such removal and storage shall be the responsibility of the owner of such items.

10.9 At the end of the 30 day period referred to above, the Township may dispose of any items removed in accordance with this By-law and retain any proceeds from the disposal.

10.10 All costs incurred by the Township to remove, store and dispose of any items removed in accordance with this By-law shall be the responsibility of the owner of the property where the items were stored in contravention of this By-law.

10.11 Despite any actions taken in respect to this By-law, the Township shall not be liable to compensate the owner, occupant or any other person by reason of anything done by or on behalf of the Township in the exercise of its powers under this by-law.

10.12 Any person wishing to appeal any order issued under this By-law shall:
   (a) Within seven (7) days of receipt of the order file an appeal in writing to the Chief Administrative Officer of the Township of North Frontenac;
   (b) The notice of appeal shall contain:
       (i) A copy of the order that was issued; and
       (ii) A brief statement as to why the appellant feels the order was issued wrongly.

10.13 The Chief Administrative Officer on receiving the request for an appeal shall within seven (7) days of receipt of the appeal contact the appellant to schedule a meeting.

10.14 Council may approve the order, rescind the order or modify the order on any terms that it deems reasonable in all of the circumstances after hearing the matter.

10.15 A Municipal By-law Enforcement Officer or any person acting under his/her instructions may at all reasonable times, upon producing proper identification, enter upon any parcel of land, excluding any building used as a dwelling, for the purpose of conducting an inspection to determine whether there is or has been a contravention of this By-law, or a direction or order issued under this By-law.

10.16 A Municipal By-law Enforcement Officer may, as part of his/her inspection:
   (a) Require the owner, occupant or any person the Municipal By-law Enforcement Officer reasonably believes may have information related to the alleged contravention to produce for inspection any document or thing relevant to the inspection;
   (b) Inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
   (c) Require information from any person concerning a matter related to the inspection; and
   (d) Alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.
10.17 A Municipal By-law Enforcement Officer who removes any document or thing in accordance with this By-law shall provide the owner, occupant or other person with a receipt for the document or thing and shall return the document or thing once it is no longer required for purposes of enforcement by the Township.

10.18 The Township may request an order from a Provincial Judge or Justice of the Peace authorizing a Municipal By-law Enforcement Officer to enter on any property for the purpose of carrying out an inspection for a purpose described in this By-law and to exercise powers described in the order where the Township has been prevented or is likely to be prevented from doing anything set out in this By-law. An order under this subsection:
(a) Shall state the date on which it expires, which date shall not be later than 30 days after the date the order is issued;
(b) May be executed only between 6 a.m. and 9 p.m. unless the order provides otherwise;
(c) In the case of an order authorizing an inspection of a room or place actually being used as a dwelling, the occupier must be given notice concerning when the inspection will be carried out; and
(d) May be issued on application without notice.

10.19 The Township may recover the costs of doing any work required to rectify non-compliance with any order issued under this By-law from the person directed to do the work.

10.20 In addition to all other remedies, the Township may charge a fee, to a maximum of 100% of all costs incurred by the Township, for all costs incurred by the Township pursuant to this By-law to remedy any contravention.

10.21 All costs incurred by the Township to remedy a contravention of this By-law as provided for herein, including the storage of any item, shall be due within 90 days from the date of an invoice delivered by the Municipality.

10.22 All fees charged to remedy a contravention as provided for herein shall be subject to 1.25% interest per month on the outstanding amount following the date the fee is due.

10.23 All fees including any interest thereon and due to the Township in accordance with this By-law may be added to the tax roll of the real property owned by the person(s) that incurred the fees arising from the remedy of the contravention and collected in like manner as municipal taxes.

10.24 The Township shall not be liable to the owner or any other person by reason of any work conducted, the storage of any item or any other loss occurring during the exercise of the powers contained within this By-law.

11.0 Offences
11.1 Any person who fails to comply with an order issued under this By-Law is guilty of an offence.
11.2 Any person who breaches any provision of this By-law is guilty of an offence.

11.3 Any person who obstructs or hinders a Municipal By-law Enforcement Officer in the performance of his or her duties under this By-law is guilty of an offence.

11.4 Upon conviction of an offence under this By-law, the maximum fine for an individual shall be $5,000.00 for a first conviction and a maximum of $10,000.00 for every subsequent conviction under this By-law.

11.5 Upon conviction of an offence under this By-law, the maximum fine for a corporation shall be $10,000.00 for a first conviction and a maximum of $20,000.00 for every subsequent conviction under this By-law.

11.6 If this By-law is contravened and a conviction is entered, the court in which the conviction was entered or any Court of competent jurisdiction may, in addition to any other remedy and to any other penalty that is imposed, make an order prohibiting the continuation or repetition of the offence by the person convicted.

12.0 Validity
12.1 A decision of a competent court that one or more provisions of this By-Law are invalid in whole or in part does not affect the validity, effectiveness or enforceability of the other provisions or part of provisions of this By-Law.

13.0 Applicability
13.1 This By-law shall apply to all property within the limits of the Township of North Frontenac.

14.0 Effective Date
14.1 This By-Law shall come into force and take effect on the date of its passing.
To: Mayor and Members of Council

From: Tara Mieske, Clerk/Planning Manager

Recommended by: Cheryl Robson, AMCT, Chief Administrative Officer

Date of Meeting: January 17, 2020

Re: Recommended Amendments to the Noise Control Policy

Background
By-law #10-98 being the Noise By-law was passed January 12, 1998 (Attachment #1). The Township’s Solicitor drafted a combined Noise and Yard Standards Policy in 2013 which was not approved by Council.

Comments
Staff have reviewed the Solicitor’s draft Policy and are recommending the Policies remain as two separate policies. The sections of the combined Policy with respect to noise have been included in the draft attached and the amendments recommended by Staff are in red mark-up (Attachment #2).

Researched By
Tara Mieske, Clerk/Planning Manager

Financial Implications
The current Noise By-law is enforced through the Contract for By-law Enforcement. The changes to the By-law will not change how the By-law is enforced; therefore, it is not anticipated that these amendments will have a financial impact.

Recommendation
Be It Resolved That Council receives for information the Administrative Report from the Clerk/Planning Manager entitled “Recommended Amendments to the Noise Control Policy”;
And That Council instructs the Clerk to make the following amendments:

And That Council will consider the By-law to amend the Noise Control Policy at a future Council Meeting.

Enclosures (2)
- By-law #10-98 being the Noise By-law
- Draft new Noise By-law (amendments recommended by Staff are in red mark-up)
CORPORATION OF THE
TOWNSHIP OF
NORTH FRONTENCAP

BY-LAW # 10-98

BEING A BY-LAW TO PROHIBIT, REGULATE AND ABATE NOISES AND
PUBLIC NUISANCES WITHIN THE TOWNSHIP OF NORTH FRONTENCAP.

WHEREAS the Municipal Act, R.S.O. 1990, Chapter M45, Section
210 (138) and (140) provides that Municipalities may pass
By-laws for prohibiting or regulating, within the
municipality or within any defined area or areas thereof,
the ringing of bells, the blowing of horns, shouting and
unusual noises likely to disturb the inhabitants, and for
prohibiting and abating public nuisances;

NOW THEREFORE the Corporation of the Township of North
Frontenac enacts as follows:

1. No person shall ring any bell, blow or sound any horn or
cause to be rung, blown or sounded, shout or create,
cause or permit any unnecessary noise which disturbs the
inhabitants.

2. For the purpose of Section 1, the following noises or
sounds among other shall be deemed to be unnecessary
noises which disturb the inhabitants:

a) The sounding of any bell, horn, siren or other signal
device on any motor vehicle, motorcycle, bicycle, or
other vehicle of whatsoever kind except when required by
law.

b) The sounding of any such bell, horn, siren or signal
device for an unnecessary period of time.

c) The sound of noise from or created by any radio or
phonograph, or any musical or sound producing instrument
of whatsoever kind, when such radio or phonograph or
instrument is played or operated in such manner or with
such volume as to annoy or disturb the peace, quiet,
comfort or repose of any individual in any dwelling
house, hotel, apartment house, or other type of
residence (e.g. Tent & Trailer Parks/Campgrounds.)

d) No owner of a pet shall permit such pet in his or her
possession to become a nuisance to inhabitants by
excessive barking or making undue noise of any kind.

e) Any unnecessary noise arising between the hour of 9:30
p.m. and 6:00 a.m. of the next following day from any
excavation or construction work whatsoever, including
the erection, demolition, alteration or repair of any
building, except in the case of an emergency, whereby
permission has been granted by the Township and/or the
Police Force.

f) The noise or sound created by the use or the operation
of any drum, horn, bell, radio or mechanical
loudspeaker, or other instrument or device or sound
producing, or sound transmitting instrument or
apparatus for the purpose of advertising or for
attracting attention to any performance, show, sale,
display of goods/wares/merchandise, or which projects
noise or sound into any street or other public place, or
residential area.
g) The noise or sound created by the use or operation of any radio or mechanical loudspeaker or amplifier or other instrument or device or sound-producing/reproducing/transmitting instrument, or apparatus in or upon any vehicle.

h) Crying, shouting or loud speaking in or adjacent to any public street or place.

3. None of the provisions of this By-law shall apply to:

a) The use in a reasonable manner of any apparatus or mechanism for the amplification of the human voice or of music in a public park or any other commodious space in connection with any public election meeting, public celebration, or other reasonable gathering, provided written permission has been granted by the appropriate Township officials.

b) Any vehicle of the police, fire department, ambulance or any public service or emergency vehicle.

c) Any case of public convenience or necessity.

4. Any persons contravening a provision of this By-law may be convicted of an offense pursuant to the provisions of the Provincial Offenses Act, as amended, and a fine may be imposed not exceeding $300.00, exclusive of costs, and every such fine is recoverable under the Provincial Offenses Act.


READ A THIRD AND FINAL TIME THIS 12TH DAY OF JANUARY, 1998.

MAYOR

CLERK
The Corporation of the Township of North Frontenac

By-Law #

Being a By-law to Repeal By-law #10-98 and to Control Noise in the Township of North Frontenac

Whereas Section 129 of the Municipal Act, 2001, permits the Township to pass by-laws to prohibit and regulate with respect to noise;

Now Therefore Be It Resolved That Council repeals By-law #10-98 and enacts the attached Schedule “A” as the Noise Control Policy for the Council of the Corporation of the Township of North Frontenac;

And That all Resolutions, By-laws or parts of By-laws, which are contrary to or inconsistent with this by-law, are hereby repealed.

This By-law shall come into force and take effect on the date of final passing.

Read a first and second time this _________________________

Read a third time and finally passed this _________________________

__________________________________  _______________________
Mayor                                  Clerk
Schedule “A” To By-law #

Noise Control Policy

1.0 Short Title

1.1 This By-Law may be cited as the “Noise Control By-Law.”

2.0 Definitions

2.1 In this By-Law:

(a) "Construction Equipment" means any equipment or device designed and intended for use in construction, or material handling, including but not limited to, air compressors, pile drivers, pneumatic or hydraulic tools, bulldozers, tractors, excavators, trenchers, cranes, derricks, loaders, scrapers, pavers, generators, off-highway haulers, trucks, ditchers, compactors and rollers, pumps, concrete mixers, and graders.

(b) “Council” means the Council of the Corporation of the Township of North Frontenac.

(c) “Municipal By-law Enforcement Officer” means the designated by-law enforcement officer(s) of the Township of North Frontenac, or any of them.

(d) "Noise" means a sound that is likely to disturb any person, or that is likely to interfere with the reasonable use and enjoyment of a premises or residential property.

(e) "Premises" means a piece of land and any buildings and structures on it, and includes a place of business, highway, and any other location or place.

(f) “Property” means a building or structure or part of a building or structure, and includes the lands appurtenant thereto and all mobile homes, mobile buildings, mobile structures and outbuildings erected thereon.

(g) “Residential Property” means any property that is used or designed for use as a domestic establishment in which one or more persons regularly or occasionally sleep and prepare and serve meals, and includes any land or buildings that are appurtenant to such establishment and all steps, walks, driveways, parking spaces, and fences associated with the dwelling or its yard.

(h) “Township” means the Corporation of the Township of North Frontenac.

(i) “Vehicle” means any type of motor vehicle, recreational vehicle, snowmobile, trailer or other type of vehicle or equipment drawn, propelled or driven by any kind of power.
3.0 Noise Control

3.1 No person shall make, cause or permit excessive noise.

3.2 Without limiting the generality of section 3.1 of this By-law, the following activities shall be deemed to make, cause or permit noise that is likely to disturb any person, or likely to interfere with the reasonable use and enjoyment of a premises or residential property.
   (a) the sounding of any bell, horn, siren or other warning device or the production, reproduction or amplification of any similar sounds by electronic means except where required or authorized by law or in accordance with good safety practices;
   (b) the sound from the discharge into the open air of the exhaust of any steam engine, internal combustion engine (including the engine of any vehicle), or pneumatic device without an operating exhaust or muffling device in good working order and in constant operation that prevents noise;
   (c) the operation of any electronic device or group of connected electronic devices incorporating one or more loudspeakers or other electromechanical transducers, and intended for the production, reproduction or amplification of sound;
   (d) the sound from or created by any instrument, radio, loudspeaker, public address system, equipment or device that emits sound when the same is used or operated for the purpose of advertising or for attracting attention to any performance or sale, show or display of goods or services;
   (e) the operation of any construction equipment between the hours of 8:00 PM and 7:00 AM on any day;
   (f) barking, calling, whining or other similar noise made by any domestic pet or any other animals kept or used for any purpose other than agriculture;
   (g) shouting, yelling, calling, whistling or singing that is clearly audible at a residential property; or
   (i) the operation of any powered or non-powered tool for domestic purposes other than snow removal from 9:00 PM to 7:00 AM daily.

3.3 The prohibitions described in sections 3.1 and 3.2 do not apply:
   (a) if the noise is the result of measures undertaken in an emergency necessary to ensure the immediate health, safety or welfare of the inhabitants of the Township or other persons, or is necessary to preserve property;
   (b) to the operation of vehicles and equipment by the Township or on behalf of the Township; or
   (c) to activities that are part of a normal farm practice and carried on as part of an agricultural operation, or
   (d) to activities that have been exempted from the operation of this By-law by resolution of Council.

3.4 Notwithstanding any other provisions of this by-law, any person may make a request to Council to be granted an exemption from any provision of this By-law with respect to any source of noise for which the person might be in violation of this By-law. Council, by Resolution, may grant or refuse to grant any exemption.
or may grant an exemption on terms other than those sought by the requester. Any exemption granted by Council shall specify the time period and date(s) during which it is effective and may contain such terms and conditions as Council deems appropriate. The request shall be made in writing to the Clerk and shall contain the name and address of the requester and the property subject to the request; a description of the noise in respect of which the exemption is sought; and the period of time and date(s) for which the exemption is sought.

4.0 Administration and Enforcement

4.1 This By-Law shall be administered by the Chief Administrative Officer, and as directed by the Chief Administrative Officer, enforcement shall be administered by the Municipal By-law Enforcement Officer or any other person appointed by Council to enforce such regulations.

4.2 Where an inspection by the Municipal By-law Enforcement Officer reveals that a person is contravening any provision of this By-law; the Township’s Chief Administrative Officer or as directed by the Chief Administrative Officer, the Municipal By-law Enforcement Officer may give a written order to any owner, occupant of the property or person alleged to have contravened any provision of this By-law ordering that the owner, occupant or person comply with this By-law.

4.3 An order issued under this By-law may set out:
   (a) The person’s name, address and location of the contravention;
   (b) Sufficient particulars of the contravention to adequately identify the contravention and the location on the property or premises of the contravention;
   (c) An order to cease the contravention immediately and a date by which the contravention must cease.

4.4 An order given by the Township in accordance with any section of this By-law shall be served personally or by registered mail sent to the last known address of the person to whom the order is to be given, in which event the service shall be deemed to have been made on the third day after mailing.

4.5 Despite any actions taken in respect to this By-law, the Township shall not be liable to compensate the owner, occupant or any other person by reason of anything done by or on behalf of the Township in the exercise of its powers under this By-law. Any person wishing to appeal any order issued under this By-law shall:
   (a) Within seven (7) days of receipt of the order file an appeal in writing to the Chief Administrative Officer of the Township of North Frontenac;
   (b) The notice of appeal shall contain:
       (i) A copy of the order that was issued; and
       (ii) A brief statement as to why the appellant feels the order was issued wrongly.

4.7 The Chief Administrative Officer on receiving the request for an appeal shall within seven (7) days of receipt of the appeal contact the appellant to schedule a meeting.
4.8 Council The Chief Administrative Officer may approve the order, rescind the order or modify the order on any terms that it deems reasonable in all of the circumstances after hearing the matter.

4.6 A Municipal By-law Enforcement Officer or any person acting under his/her instructions may at all reasonable times, upon producing proper identification, enter upon any parcel of land, excluding any building used as a dwelling, for the purpose of conducting an inspection to determine whether there is or has been a contravention of this By-law, or a direction or order issued under this By-law.

4.7 A Municipal By-law Enforcement Officer may, as part of his/her inspection:
   (a) Require the owner, occupant or any person the Municipal By-law Enforcement Officer reasonably believes may have information related to the alleged contravention to produce for inspection any document or thing relevant to the inspection;
   (b) Inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
   (c) Require information from any person concerning a matter related to the inspection; and
   (d) Alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.

4.8 A Municipal By-law Enforcement Officer who removes any document or thing in accordance with this By-law shall provide the owner, occupant or other person with a receipt for the document or thing and shall return the document or thing once it is no longer required for purposes of enforcement by the Township.

4.9 The Township may request an order from a Provincial Judge or Justice of the Peace authorizing a Municipal By-law Enforcement Officer to enter on any property for the purpose of carrying out an inspection for a purpose described in this By-law and to exercise powers described in the order where the Township has been prevented or is likely to be prevented from doing anything set out in this By-law. An order under this subsection:
   (a) Shall state the date on which it expires, which date shall not be later than 30 days after the day the order is issued;
   (b) May be executed only between 6 a.m. and 9 p.m. unless the order provides otherwise;
   (c) In the case of an order authorizing an inspection of a room or place actually being used as a dwelling, the occupier must be given notice concerning when the inspection will be carried out; and
   (d) May be issued on application without notice.

4.10 The Township may recover the costs of doing any work required to rectify non-compliance with any order issued under this By-law from the person directed to do the work.
4.10 In addition to all other remedies, the Township may charge a fee, to a maximum of 100% of all costs incurred by the Township, for all costs incurred by the Township pursuant to this By-law to remedy any contravention.

4.11 All costs incurred by the Township to remedy a contravention of this By-law as provided for herein, shall be due within 90 days from the date of an invoice delivered by the Municipality.

4.12 All fees charged to remedy a contravention as provided for herein shall be subject to 1.25% interest per month on the outstanding amount following the date the fee is due.

4.13 All fees including any interest thereon and due to the Township in accordance with this By-law may be added to the tax roll of the real property owned by the person(s) that incurred the fees arising from the remedy of the contravention and collected in like manner as municipal taxes.

4.14 The Township shall not be liable to the owner or any other person by reason of any work conducted, the storage of any item or any other loss occurring during the exercise of the powers contained within this By-law.

5.0 Offences

5.1 Any person who fails to comply with an order issued under this By-Law is guilty of an offence.

5.2 Any person who breaches any provision of this By-law is guilty of an offence.

5.3 Any person who obstructs or hinders a Municipal By-law Enforcement Officer in the performance of his or her duties under this By-law is guilty of an offence.

5.4 Upon conviction of an offence under this By-law, the maximum fine for an individual shall be $5,000.00 for a first conviction and a maximum of $10,000.00 for every subsequent conviction under this By-law.

5.5 Upon conviction of an offence under this By-law, the maximum fine for a corporation shall be $10,000.00 for a first conviction and a maximum of $20,000.00 for every subsequent conviction under this By-law.

5.6 If this By-law is contravened and a conviction is entered, the court in which the conviction was entered or any Court of competent jurisdiction may, in addition to any other remedy and to any other penalty that is imposed, make an order prohibiting the continuation or repetition of the offence by the person convicted.

6.0 Validity

6.1 A decision of a competent court that one or more provisions of this By-law are invalid in whole or in part does not affect the validity, effectiveness or enforce ability of the other provisions or part of provisions of this By-law.
7.0 Applicability

7.1 This By-law shall apply to all property within the limits of the Township of North Frontenac.

8.0 Effective Date

8.1 This By-law shall come into force and take effect on the date of its passing.
Administrative Report

To: Mayor and Members of Council

From: Eric Korhonen, Director of Emergency Services/Fire Chief (DESFC)

Recommended by: Cheryl Robson, AMCT, Chief Administrative Officer

Date of Meeting: January 17, 2020

Re: Fire Prevention, Public Education Activities - 2019

Background
The 2019 Fire Prevention and Public Education activities in the Township of North Frontenac (Township), are conducted by the Fire and Life Safety Educator (FLSE), Firefighters and the Fire Chief (Chief). The FLSE provides the education component with assistance from the Firefighters, while the Chief provides inspections for Fire Code compliance to ensure public safety. Fire Prevention is regulated in the Township by the Ontario Fire Code and by By-law #05-17 being the Fire Prevention Policy as adopted by Council on January 13, 2017.

Research By
Eric Korhonen, Director of Emergency Services/Fire Chief,
Jim Boles, Fire and Life Safety Educator.

Comments
Fire Prevention activities in the Township for 2019 included the following:

Fire Prevention Week October:
A public awareness campaign was conducted by the Firefighters during home visit throughout the year and on Fire Prevention Week to promote fire and life safety within the Township. Topics of interest presented included: Wildfires; MNR Fire Smart Program; home fire escape planning; smoke and Carbon Monoxide (CO) alarms; and unattended cooking. An Open House was hosted by the North Frontenac Fire Department (NFFD) at the Clarendon Miller Fire Hall. Approximately 30 people attended the event. Demonstrations included, an
approved Open Air Incinerator, a campfire and an approved propane appliance which meets the requirements of the Open Air Burn By-Law #53-19. Distribution of educational materials and instruction regarding smoke alarms, CO alarms, fire escape and preplanning was provided. Sparky was in attendance to meet and greet the communities children. The Volunteer Firefighters explained and demonstrated the correct use of a fire extinguisher. The Township provided a free BBQ with Smores. The event was a great success.

The Open House was reviewed by the Chief and Senior Officers and a general consensus was to change the date of the event in future to a Saturday to accommodate residents and visitors to North Frontenac and provide an opportunity for more Firefighters to participate.

**Smoke Alarm/Carbon Monoxide (CO) Alarm Program:**
The NFFD provides an ongoing public awareness campaign at all attended events to teach residents and visitors of the proper installation and requirements under the Fire Protection and Prevention Act regarding smoke alarms and CO alarms. The campaign is in accordance with the requirements of the Fire Protection and Prevention Act (FPPA).

The NFFD also inspects and tests smoke and CO alarms during response to emergency and medical calls or CO activation. An in home inspection is performed to ensure the smoke and CO alarms are functioning and will provide sufficient warning in the event of a fire or CO emergency, and that residents are safe and compliant with applicable Fire Code.

In 2019 a total of seventy four (74) homes were inspected:
- (20) Twenty smoke alarms were replaced and installed.
- (6) Six combination smoke and CO alarms were replaced where a CO alarm was required.
- (7) Seven CO alarms were installed where required.
- Of the homes inspected three (3) homes did not have working smoke alarms installed, the majority of smoke alarms inspected and replaced were due to expiration in accordance with the manufacturer’s recommendations (over Ten (10) years old).
- Six (6) combination Smoke/CO alarms were also provided as door prizes at local events.

Twenty six (26) homes were visited but not available for inspection.

NOTE: there were no emergency responses in 2019 in North Frontenac related to Smoke or CO alarm activations.

**Code Compliance and Inspections:**
Fire Code inspections were provided as per North Frontenac’s Fire Prevention Policy and the FPPA. The Clarendon Central Public School was inspected once and Fire Drills were performed in 2019 to ensure Fire Code compliance.
commercial property was inspected on request, within the Township. No complaints or requests were received to inspect residential properties as defined by the Ontario Fire Code. Three (3) burn complaints were received and investigated - No charges were laid as emergency response was not required or dispatched and the occupant promptly complied with requests to extinguish the fire.

**Administrative:**
The Ministry of Natural Resources and Forestry (MNRF) indices was monitored by the Chief daily from April 1 to October 31 to ensure accurate information was relayed to residents and visitors to North Frontenac via the Fire Hazard rating signs and the Township’s website.

In accordance with North Frontenac’s Open Air Burn By-Law, three Commercial Burn Permits were issued.

In 2019 the Township had three (3) Firefighters attain certification under the National Fire Protection Association Standards (NFPA) as Level 1, Fire and Life Safety Educators.

The FLSE attended eight (8) Kingston, Frontenac, Lennox and Addington (KFL&A) Fire Prevention Association monthly meetings, and three (3) additional meetings to address Fire and Life Safety Education in the Township. The FLSE also attended one Ontario Municipal Fire Prevention Officer Association meeting.

**Education:**
Public Education was provided by the FLSE and Firefighters to the public at events, in home visits, meetings and during response to emergencies.

- On May 11, 2019 the Ompah Community Volunteers hosted a Fire Extinguisher day at the Ompah Community Hall, were extinguishers were inspected, training and educational material were provided to the participants.
- The Clarendon Central Public School was visited by the FLSE and safety training with the students covered Smoke and CO alarms.
- Two Cottage Association meetings were attended to continue to educate and discuss road maintenance for fire accessibility; fire extinguisher training, wildfire and MNR Fire Smart Programs; smoke alarms; CO Alarms; chimney fires and home and property inspections.
- On June 7, 2019, the Township hosted the June, KFL&A Fire Prevention Committee.
- On August the 11, 2019, the FLSE and several Firefighters assisted the KFL&A Fire Prevention Committee by attending the Verona Car Show to present demonstrations on Fire Extinguishers, and a Fire Prevention materials display.
On August 24, 2019 the NFFD participated in the Essential Services Fair to promote fire and life safety within the Township covering such topics as Wildfire; MNR Fire Smart Program; home fire escape planning; smoke alarms; and unattended cooking, with a visit from Sparky the fire dog. The South Frontenac Fire Department attended the Fair with their Fire Prevention Castle, and Kaladar Barrie Fire Department attended to provide Vacuum Tanker demonstrations.

On November 30, 2019, NFFD took an active role in the Santa Claus with Sparky in attendance to distribute gift bags to the children.

Financial Implications
The 2019 Fire Budget total for Fire Prevention/Education is $6,000 and includes the following:

A budget of $1,550 for remuneration for the VFF to assist the FLSE with meetings and public events is included in the Salaries – Fire Suppression (Payroll).

The actual year to date expenditures has not been finalized as of the date of this report.

Recommendation
Be It Resolved That Council receives for information the Director of Emergency Services/Fire Chief’s Administrative Report entitled “Fire Prevention, Public Education Activities - 2019” for information purposes.
Administrative Report

To: Mayor and Members of Council

From: Eric Korhonen, Director of Emergency Services, Fire Chief (DESFC)

Recommended by: Cheryl Robson, AMCT, Chief Administrative Officer

Date of Meeting: January 17, 2020


Background
The Township of North Frontenac (Township) has an Emergency Response Plan (Plan) as required by the “Emergency Management and Civil Protection Act, Ontario Regulation 380/04 Standards 2004” (O.Reg380/04). A legislated component of the Plan is to provide the Office of the Fire Marshal and Emergency Management (OFMEM) with a Municipal Compliance Report (MCR). The MCR was changed to an online format effective 2017. The Report provides detailed information concerning the Municipalities compliance with the legislation.

Research By
Eric Korhonen, Community Emergency Management Coordinator (CEMC)

Comments
The MCR is comprised of several components, made up of questions which refer to various sections of O. Reg. 380/04.

- **Contact Information, Emergency Management Coordinator (CEMC) Designation and Training** – the Township is compliant with the requirements of this section. The CEMC has obtained the following training: Introduction to Incident Management System (IMS100), Basic Emergency Management (BEM200), Note Taking (EM240), Community Emergency Management Coordinator (EM300) and Basic Incident Management System (IMS200).

- **Emergency Information Officer (EIO)** - the Township has an Emergency Information Officer as required.
• **Emergency Management Program Committee (EMPC)** – the list of the EMPC Members is available and the required meetings have been held.

• **Hazard Identification and Risk Assessment (HIRA)** – the EMPC has reviewed the HIRA as required in 2019. The HIRA will be provided with the MCR.

• **Critical Infrastructure (CI) List** – the list has been reviewed and amended by the EMPC in 2019. The list will be provided with the MCR.

• **Emergency Response Plan** – the Emergency Plan has been reviewed by the EMPC in 2019.

• **Municipal Emergency Control Group (MECG)** – the Township has a MECG as appointed by Council. The list of MECG members is contained in the Township's Plan.

• **Annual Training** – annual training was provided in 2019, as required.

• **Annual Exercise** – an Annual Exercise was held in North Frontenac on November 19, 2019.

• **Emergency Operations Center (EOC)** – the Township has identified a location, with appropriate communication equipment, as well as an alternate location for the EOC.

• **Public Education** – the Township provided public education as required in 2019 using the Frontenac News and the Township’s website.

• **Emergency Management Program Review** – The EMPC has reviewed the Program for 2019 as required.

• **Program By-Law** – Municipal By-law #18-07 being a By-Law to adopt an Emergency Response Program, is in place for North Frontenac.

• **Emergency Response Plan Annual Compliance Report** – the MCR has been completed by the DESFC/CEMC and submitted for 2019.

**Financial Implications**
None

**Recommendation**

*Be It Resolved That* Council receives the Director of Emergency Services/Fire Chief/Community Emergency Management Coordinator’s Administrative Report entitled “Emergency Response Plan Annual Compliance Report” for information purposes.
Administrative Report

To: Mayor and Members of Council

From: Eric Korhonen, Director of Emergency Services, Fire Chief (DESFC)

Recommended by: Cheryl Robson, AMCT, Chief Administrative Officer

Date of Meeting: January 17, 2020

Re: Bi – Annual Accessibility Compliance Report 2019

Background
The Ministry of Community and Social Services enacted the “Accessibility for Ontarians with Disabilities Act”, 2005 (AODA) on June 13, 2005. The purpose of the AODA was to make Ontario accessible through implementation and enforcement of regulated accessibility standards related to goods, services, facilities, employment, accommodation and buildings. The first standards under the AODA were the Accessibility Standards for Customer Service, Ontario Regulation 429/07.

Research By
Eric Korhonen, Director of Emergency Services/Fire Chief

Comments
Designated public sector organizations were required to comply with the standard by January 1, 2010. This standard is the law and obligated organizations were to comply with the requirements and report on compliance:

- Train all staff and volunteers to serve customers with a variety of disabilities,
- Keeping a written record of who has been trained and when,
- Welcoming service animals and support persons,
- Providing accessible ways for customers to offer feedback,
- Creating an Accessibility Policy and putting it into place.
Since January 1, 2012, organizations must make emergency and public safety information, such as brochures or evacuation plans, available in accessible formats upon request. In addition, organizations must provide individualized emergency evacuation plans for all workers who require them.

Organizations must also make their websites accessible by ensuring that the website complies with WCAG 2.0 guidelines. This rule applies to:

- New websites,
- Old websites that are being updated significantly,
- New web content.


Since January 1, 2015, all information available to the public must be offered in an accessible format whenever someone asks. Organizations should consult with the person making the request to find out how to provide the information in a way the person can access.

Since January 1, 2016, all new or significantly renovated public spaces must be accessible. Public spaces include:

- Recreational trails and beach access routes,
- Outdoor public eating areas,
- Outdoor play spaces,
- Accessible parking,
- Outdoor paths of travel,
- Service-related elements like service counters, fixed queuing lines and waiting areas.

Since December 31, 2010, organizations have needed to file Accessibility Compliance Reports confirming that they have fulfilled all accessibility requirements. This process consists of filling out and submitting a government form. Organizations should have completed new reports in 2013 and every two years since. An additional report is due on January 1, 2025, the deadline of the AODA.

Township of North Frontenac, under the AODA is not required to have their own plan:

- “(3.1) an upper-tier municipality and any lower-tier municipalities that form part of it for municipal purposes may prepare a joint accessibility plan and a joint annual status report. O. Reg. 413/12, s. 3 (2).”
- “(3.2) a joint accessibility plan and a joint annual status report prepared in accordance with subsection (3.1) are deemed to be the accessibility plan prepared by the upper-tier municipality.”
and annual status report of each municipality to which they apply and subsections (2) and (3) apply, with necessary modifications, where municipalities prepare a joint accessibility plan and a joint annual status report. O. Reg. 413/12, s. 3 (2).”

The County of Frontenac and the Township of North Frontenac have adopted a “Joint Multi-Year Accessibility Plan 2018 – 2022” which incorporates all four Townships of the County of Frontenac.

The Township of North Frontenac has filed its 2019 Accessibility Compliance Report with the Ministry of Seniors and Accessibility and has met all requirements as outlined by the AODA for 2019. The Ministry of Seniors and Accessibility will respond on the Township’s compliance in early 2020.

Financial Implications
None.

Recommendation
Be It Resolved That Council receives the Director of Emergency Services/Fire Chief’s (DESFC) Administrative Report entitled “Bi – Annual Accessibility Compliance Report 2019” for information purposes.
Administrative Report

To: Mayor and Members of Council

From: Eric Korhonen, Director of Emergency Services, Fire Chief (DESFC)

Recommended by: Cheryl Robson, AMCT, Chief Administrative Officer

Date of Meeting: January 17, 2020

Re: Kenwood of Canada Communications Support Grant 2020

Background
Kenwood Canada has developed a grant program called Kenwood Cares. An initiative that provides radio communications equipment to volunteer based organizations only. The grant provides an opportunity for Volunteer Fire Departments and other organizations to access one communications system grant per organization; up to a maximum of $10,000 Manufacturers Suggested Retail Price.

Researched By
Eric Korhonen, Director of Emergency Services, Fire Chief (DESFC)

Comments
To be eligible and considered for a communications grant from the Kenwood Cares program, organizations must meet the following criteria:

- Applicant must be a Canadian non-profit organization or a Canadian charitable organization registered with the Canada Revenue Agency (CRA),
- Be operating in Canada,
- Fill out formal Application and provide additional documentation / essay as required,
- Have an established track record of service or potential for success within the community,
- Address a specific community need / service and provide direct impact to the community,
- Provide official financial statements (i.e. balance sheet, income statement and/or cash flow statement).

Focused on volunteer based organizations and departments:
- Volunteer Fire Departments,
- Search & Rescue,
- Highway Rescue,
- Other organizations with community service mandate

Submissions will be weighed on, overall organizational need for communications equipment, established track record of service or potential for success within the community and overall benefit to the community via public safety, education and community service.

Restrictions, will be applied to companies or organizations such as, Athletics, For-profit organizations, Organizations that discriminate by race, creed, gender, age or national origin, Political activities and organizations, Religious or sectarian organizations.

The Kenwood Cares grant could be used to purchase a Mobile Repeater, to improve radio reception during emergency response in areas where communication is currently difficult or non-existent, and to replace existing aging mobile radio equipment on the Fire Vehicles. The grant Application closes January 31, 2020.

Casey Cuddy, Kaladar Barrie Fire Chief, is aware of the grant, but at the time of this report had not confirmed whether he was making Application to Kenwood of Canada.

Financial Implications
Potential to receive a grant of up to $10,000 for communication equipment from Kenwood of Canada.

Recommendation

Be It Resolved That Council receives for information the Director of Emergency Services, Fire Chief’s Administrative Report entitled “Kenwood of Canada Communications Support Grant 2020”;

And That Council instructs the Director of Emergency Services Fire Chief to make Application to Kenwood of Canada for the Kenwood Cares Communication Grant, for a well needed Mobile Repeater for the North Frontenac Fire Department.
Administrative Report

To: Mayor and Members of Council

From: Corey Klatt, Manager of Community Development

Recommended by: Cheryl Robson, AMCT, Chief Administrative Officer

Date of Meeting: January 17, 2020

Re: Follow up to Request for Additional Staff for the North Frontenac Crown Land Stewardship Program, 2019 (Trial Basis).

Background
“Be it Resolved That Council receives for information the Manager of Community Development’s (MCD) Administrative Report entitled “Request for Additional Staff for the North Frontenac Crown Land Stewardship Program (CLSP), 2019 (Trial Basis);
And That Council approves to hire one seasonal staff for the CLSP on a trial basis for the months of June, July, August and September for the 2019 Camping Season only;
And That these funds be taken from the MNR Parks (CLSP) Reserve Fund;
And That the MCD provide Council with the results of this trial at the end of 2019 for future years consideration;
And That the CAO amend the Organizational Chart to include this new position”.

Research By
Corey Klatt, Manager of Community Development

Comments
The demands of the Crown Land Stewardship Program (CLSP) continue to increase and so does the workload for all CLSP staff. We enjoyed a very busy
summer and the addition of this position (CLSP Staff - Seasonal) proved to be very beneficial. This position also assisted in freeing up some time for the Facilities Recreation Supervisor (FRS) to complete a few projects within other departments in the Municipality (which would not have been possible without the seasonal position) without the CLSP falling behind as much as in previous years.

As a result it is recommended that Council approves continuing with this seasonal position (June, July, August and September for 32 hours per week) on an annual basis and that it be funded from the CLSP operating budget on an ongoing basis.

Financial Implications
In 2019 the addition of an additional Seasonal CLSP Staff for the months of June, July, August, and September for 32 hours per week as recommended by the MCD cost the CLSP Program $10,328.68 (including wages, Employer Health Tax (EHT), WSIB, etc.).

Recommendation

Be It Resolved That Council receives for information the Manager of Community Development’s Administrative Report entitled “Follow up to Request for Additional Staff for the North Frontenac Crown Land Stewardship Program, 2019 (Trial Basis)”;

And That Council approves the Seasonal CLSP Staff Position as an ongoing position on an annual basis for 32 hours per week for the months of June, July, August and September;

And That this position shall be funded by the Crown Land Stewardship Program’s operating budget on an annual basis.
Administrative Report

To: Mayor and Members of Council

From: Darwyn Sproule, P. Eng., Public Works Manager

Recommended by: Cheryl Robson, AMCT, Chief Administrative Officer

Date of Meeting: January 17, 2020

Re: Municipal Hazardous or Special Waste Program Amended Agreement

Background

On April 12, 2018, pursuant to Section 14 of the Waste Diversion Transition Act, 2016 (WDTA), the Minister of Environment, Conservation and Parks directed Stewardship Ontario (SO) to wind up the Municipal Hazardous and Special Waste (MHSW) Program and transition to Independent Producer Responsibility (IPR) by June 30, 2021. Per this wind-up Program, SO has provided each municipality with an amended Agreement to address the ability to continue payments during the transition period. MHSW is the second of four programs that will transition to producer responsibility. The Used Tire program transitioned in 2019.

Researched By

Darwyn Sproule, Public Works Manager
Katelyn Ronfeld, Public Works Administrative Assistant

Comments

North Frontenac’s MHSW Program provides residents of North Frontenac and Addington Highlands a safe disposal option for hazardous materials, and has diverted 158.7 tonnes of material since 2009. Depots located at the Mississippi and Plevna Waste Sites provide this Program to only North Frontenac residents,
whereas, the 506 Site provides the Program to both North Frontenac and Addington Highlands residents.

Upon wind-up, hazardous materials collected under the MHSW Program will be managed according to an IPR framework under the Resource Recovery and Circular Economy Act, 2016. Per the wind-up mandate, single use batteries will transition to IPR on June 30, 2020, with the remaining MHSW materials transitioning on June 30, 2021. In 2019, single use batteries represented 5% of the 12.82 tonnes of MHSW products diverted from the Waste Disposal Sites.

In preparation for the Wind-Up Program, the amendment to the Municipal Agreement is required to enable SO to continue to make payments for materials that will continue under the MHSW Program after June 30, 2020. In the absence of this amendment, SO will have no mechanism to continue payments and thus would be forced to terminate all Agreements with the municipality effective June 30, 2020. Currently, revenue from the MHSW Program is used to offset operating costs such as: depot maintenance, staffing, Hazardous Waste Information Network (HWIN) compliance, and the disposal of MHSW materials.

To date, the Township has been provided minimal information or details from SO regarding the operation of the MHSW program through the Wind-Up Program and after transition to IPR. Once further details are available, an update will be provided to Council.

Financial Implications

Currently, the Township receives an MHSW Depot annual rebate from SO of $2,089.02 and $13,651.56 from Product Care Recycling through six installments. This rebate is used to run and maintain the MHSW Depots at our Waste Disposal Sites. These rebates may decrease, based on remaining SO funds, for the products remaining until June 30, 2021. Once transitioned to IRP, the funds potentially may be dissolved or may come through a different funding source, causing a loss in revenue for the MHSW Program effective June 30, 2021.

Recommendation

Be It Resolved That Council receives for information the Public Works Manager’s Administrative Report entitled “Municipal Hazardous or Special Waste Program Amended Agreement”;

And That the Public Works Manager will provide an update to Council once further direction for the Municipal Hazardous or Special Wastes Wind-up Program and transition to Independent Producer Responsibility is available from Stewardship Ontario;
And That Council will consider a By-law later in the meeting authorizing the Mayor and Clerk to sign the Amending Agreement – New Municipal Hazardous or Special Wastes Services Agreement with Stewardship Ontario.

Enclosures
   1. By-Law #95-11
   2. Amending Agreement – New Municipal Hazardous or Special Wastes Services Agreement.
THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC

BY-LAW #95-11

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN A NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTE SERVICES AGREEMENT WITH STEWARDSHIP ONTARIO.

NOW THEREFORE the Council of the Corporation of the Township of North Frontenac enacts that the Mayor and Clerk are authorized to sign said Agreement on behalf of the Township of North Frontenac and that said Agreement shall be attached heretofore as Schedule A.

AND THAT all resolutions, by-laws or parts of by-laws, which are contrary to or inconsistent with this by-law, are hereby repealed.

AND THAT this by-law shall come into full force and effect from and after its passing.

READ a first and second time this 18th day of July, 2011.

READ a third time and finally passed this 18th day of July, 2011.

[Signatures]

MAYOR

CLERK
NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTE SERVICES AGREEMENT

THIS AGREEMENT is made as of the 1st day of July, 2011.

BETWEEN:

STEWARDSHIP ONTARIO ("SO")

- and -

THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC ("MUNICIPALITY")

collectively, the "Parties"

WHEREAS:

A. By letter received by Waste Diversion Ontario December 12, 2006, the Minister of the Environment for the Province of Ontario required Waste Diversion Ontario ("WDO") to develop a waste diversion program for municipal hazardous or special waste ("MHSW") and that SO act as the Industry Funding Organization ("IFO") for the program;

B. SO, at the direction of and in cooperation with Waste Diversion Ontario, developed a municipal hazardous or special waste program plan for 9 materials (the Phase 1 materials), which was approved for implementation by the Minister of the Environment by letter dated February 19, 2008;

C. By letter received by Waste Diversion Ontario on July 22, 2008, the Minister of the Environment required WDO to develop an amended waste diversion program for MHSW that included all materials referred to as "Phase 2" and "Phase 3";

D. The amended MHSW Program Plan was approved by the Minister on September 22, 2009, took effect on July 1, 2010, and included 22 materials;

E. By Regulations 298/10 and 398/10, Phase 2 and 3 materials stewards were no longer required to pay fees to SO;

F. SO intends to submit a new program plan for the Phase 1 MHSW only to the Minister for approval (the "revised MHSW Program Plan");

G. SO and the Municipality wish to enter into a new agreement concerning the provision of certain services by the Municipality to SO concerning the Phase 1 materials.
NOW THEREFORE in consideration of the premises, the parties hereto agree as follows:

1.0 Definitions and Interpretation

1.1. Terms beginning with capital letters and used herein without definition shall have the meanings given to them in either the Waste Diversion Act 2002 (Ontario) or the Municipal Act, 2001 (Ontario), as the case may be unless otherwise specified.

1.2. In this Agreement:

(a) “Agreement” means this Agreement and includes all schedules and amendments thereto;

(b) “Business Day” means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario has elected to be closed for business;

(c) “Certificate of Approval” means an approval issued by the Director of the Environmental Assessment and Approvals Branch of the Ministry of the Environment of Ontario pursuant to the Environmental Protection Act (Ontario);

(d) “Claims Submission” means submission to SO of data required to validate claim for payment;

(e) “Collection Services” means all the activities, including those conducted at Events and Depots operated by or on behalf of the Municipality, for the purpose of receiving, classifying, packing, storing and transferring Obligated MHSW onto transportation vehicles, including the manifesting of the MHSW prior to transportation away from the Event or Depot;

(f) “Commingled Materials” means the materials listed in Schedule E that can be safely packed together for transportation as per the Packing Standards;

(g) “Depot” means a collection and transfer facility/location operated by or on behalf of the Municipality for receiving MHSW from the public and/or Exempt Small Quantity IC&I Generators and transferring same to transporters for processing or recycling;

(h) “End Processor” means a Service Provider that processes collected Obligated MHSW;

(i) “Event” means a one-day or other collection event, operated by or on behalf of a municipality to collect, pack, transport, weigh, and process MHSW from the public and/or Exempt Small Quantity IC&I Generators;

(j) “Exempt Small Quantity IC&I Generator” or “Exempt SQG” means a business that is not required to submit a Generator Registration Report with respect to MHSW under subsection 18 (1) of Regulation 347, made under the Environmental Protection Act (Ontario), as amended from time to time;

(k) “FOB” means free on board;
(l) "Generator" means the final user who generates waste which will be reused, recycled or disposed;

(m) "Lab Pack Audit" means a lab pack audit by a third party, the results of which are shared with municipalities annually at a minimum and no more frequently than quarterly to account for seasonality;

(n) 'Manifesting" means those activities associated with preparing a manifest for Post-Collection Services in accordance with Regulation 347 made under the Environmental Protection Act (Ontario);

(o) "MHSW Services" means the Collection Services and/or Post-Collection Services provided by the Service Provider;

(p) "Minister" means the Minister of the Environment for the Province of Ontario;

(q) "Non-Commingled Materials" means the materials listed in Schedule E that must be packed separately for transportation as per the Packing Standards;

(r) "Obligated MHSW" means MHSW designated as Phase 1 in the Minister's program request letter letter to Waste Diversion Ontario received on October 25, 2010 requesting a revised waste diversion program for Phase 1 MHSW and as may be further defined by the Minister from time to time;

(s) "Packing Standards" means the Waste Packing Protocols listed in Schedule "E" as amended by SO from time to time;

(t) "Post-Collection Services" means the management of Obligated MHSW after delivery of such MHSW to a transportation Service Provider FOB the Event or Depot location, including but not limited to transportation of Obligated MHSW materials from Events and Depots, consolidation, sorting, weighing, processing, recycling, and safe disposal of residual waste and other post-collection waste management activities;

(u) "MHSW Program Plan" means the current MHSW waste diversion program as it applies to Phase 1 materials approved by the Minister pursuant to section 26 of the Waste Diversion Act, 2002 (Ontario), and any amendments thereto and replacements thereof;

(v) "Service Provider" means the Municipality and/or a commercial party that provides MHSW Services to SO or the Municipality as the case may be;

(w) "SO Portal" means SO's online system for uploading Claims Submissions.

2.0 MHSW Services

2.1. Schedule "A" to this Agreement sets out schematically two different service location types for the provision of MHSW Services by the Municipality to SO. These are as follows:
(a) Depot
(b) Event.

For the purpose of this Agreement, SO and the Municipality have agreed that the service location types marked with an "X" below will be the ones under which the Municipality will provide MHSW Services to SO.

<table>
<thead>
<tr>
<th></th>
<th>Depot</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2.2. SO and Municipality may agree in writing at any time to change the service location type under which Municipality is providing MHSW Services to SO herein to the other service location type listed above and described in Schedule "A" hereto or to add the other service location type, and this Agreement shall be deemed to have been amended accordingly.

2.3. The Parties recognize that there may be changes, including addition or removal of some materials, to the MHSW Program Plan. In the event of such changes, either Party may request appropriate amendments to this Agreement to reflect those changes, and the Parties will negotiate same in good faith, failing which the matter will be resolved by arbitration in accordance with the provisions hereof.

3.0 Price and Payment

3.1. Price

(a) MHSW Services – Depot. As described in Schedule "A" hereto, SO will pay for MHSW Services provided by the Municipality as follows:

(i) SO will pay the Municipality the hourly rate as set out in Schedule "C" for the Total Reimbursable Hours of Operation as specified in Schedule "B" for the Collection Services.

(ii) SO will pay the Municipality SO's proportionate share (weight of Obligated MHSW as a proportion of total weight of transported MHSW) of the Post-Collection Services transportation costs for the Commingled Materials. The proportionate share will be based on the most recent Lab Pack Audit. Processing costs will be paid based on actual weight of the Obligated MHSW.

(iii) SO will pay the Municipality SO's proportionate share (by weight) of the Post-Collection Services transportation and end processing costs for the Non-Commingled Materials until such services are contracted for directly by SO. Transportation weight will be determined by the most recent Lab Pack Audit. End processing costs will be based on actual weight. Municipality acknowledges that SO currently has a target date of December 31, 2011 to transition the provision of Post-Collection Services for Obligated MHSW collected at Depots from Municipality to SO, and will facilitate such transition as reasonably requested by SO.
(b) **MHSW Services - Event.** As described in Schedule "A" hereto, SO will pay for MHSW Services provided by the Municipality as follows:

(i) SO will pay the Municipality an amount per tonne as set out in Schedule "C" for the Collection Services and Post-Collection Services for each of the agreed upon Events specified in Schedule "B". The actual weight of the Obligated MHSW will be used.

(c) Intentionally deleted.

3.2. **Payment**

(a) **MHSW Services - Depot.**

(i) To receive payment for Depot Collection Services, the Municipality must upload a monthly Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s). The Claims Submission is to be submitted to SO within fifteen (15) Business Days of the end of each calendar month. SO will validate the Claims Submission with the manifest(s) and, upon validation SO will issue a purchase order against which the Municipality will invoice SO. SO will pay invoices net thirty (30) days of receipt.

(ii) To receive payment for Depot Post-Collection Services for the Commingled Materials, the Municipality must upload a Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s) and diversion report(s) from the End Processor with respect to the Commingled Materials. The Claims Submission is to be submitted to SO within fifteen (15) Business Days of Municipality receiving the related diversion report(s) but no later than the end of the following calendar quarter. SO will validate the Claims Submission with the manifest(s) and, upon validation SO will issue a purchase order against which the Municipality will invoice SO. SO will pay invoices net thirty (30) days of receipt.

(iii) To receive payment for Depot Post-Collection Services for the Non-Commingled Materials, the Municipality must upload a Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s) and diversion report(s) from the End Processor with respect to the Non-Commingled Materials. The Claims Submission is to be submitted to SO within fifteen (15) Business Days of Municipality receiving the related diversion report(s) but no later than the end of the following calendar quarter. SO will validate the Claims Submission with the manifest(s) and, upon validation SO will issue a purchase order against which the Municipality will invoice SO. SO will pay invoices net thirty (30) days of receipt.

(b) **MHSW Services - Event.**

(i) To receive payment for Event Collection Services and Post-Collection Services, the Municipality must upload a Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s) and diversion report(s) from the End Processor with respect to the Obligated MHSW. The Claims Submission is to be submitted to SO within fifteen (15) Business Days of
Municipality receiving the related diversion report(s) but no later than the end of the following calendar quarter. SO will validate the Claims Submission with the manifest(s) and, upon validation SO will issue a purchase order against which the Municipality will invoice SO. SO will pay invoices net thirty (30) days of receipt of said invoice.

3.3. Municipality will provide any additional back-up/supporting information reasonably requested by SO to verify the accuracy of the Claims Submissions from time to time.

3.4. The Municipality will not charge residential Generators of MHSW for collection of MHSW at its Depots or Events.

3.5. Late Submission Penalties

(a) SO may apply a penalty of ten (10%) per cent per month to Claims Submissions which are not submitted to SO within the time periods set out in section 3.2(a)(ii) and (iii), (b) and (c).

For section 3.2(a)(i) SO may apply a penalty of ten (10%) per cent per month to Claims Submissions which are not submitted to SO by the end of the following calendar quarter.

(b) SO will have no responsibility to pay and Municipality will forfeit the right to claim for, any Claim Submission in respect of a calendar year which is not received by SO within three (3) months of the end of that calendar year.

3.6. The price paid to Municipality herein for MHSW Services will not at any time exceed the prices charged by the Municipality for similar services to other producers or product stewards or their organizations. SO may amend Schedule “C” to match any better pricing extended for such services at any time by the Municipality and upon delivery of same to the Municipality this Agreement will be deemed to have been amended accordingly.

4.0 Term

4.1. The initial term of this Agreement will be eighteen months (July 1, 2011 to December 31, 2012).

4.2. This Agreement will automatically renew for up to four (4) successive one year terms unless either party provides at least ninety (90) days advance written notice of termination prior to the expiration of the then-current term.

5.0 Title and Compliance with Laws

5.1. Title to all Obligated MHSW collected by Municipality at Events and Depots will belong to SO from the time of collection, and whether the Obligated MHSW is transported to the End Processor by the Municipality's Service Providers or SO's Service Providers. Any contract entered into between Municipality and an End Processor for Obligated MHSW...
must provide that title transfers to the End Processor in accordance with the Processor Standards in Schedule E, as amended from time to time.

5.2. In performing the MHSW Services hereunder, Municipality represents and warrants that it will at all times, and will require its service providers to, have all Certificates of Approval and any other approvals required and that it will otherwise comply at all times and require its service providers to comply, with all applicable laws, regulations and requirements of any governmental authority having jurisdiction, including without limitation the Ontario Ministry of the Environment and the Ontario Ministry of Labour.

6.0 SO Policies, Standards and Guidelines

6.1. SO has developed, and may develop or amend from time to time policies, standards and guidelines relevant to the provision of the MHSW Services.

At the time of entering into this Agreement, the SO policies, standards and guidelines relevant to the provision of the MHSW Services herein are referenced in Schedule "E".

Municipality will comply and will ensure that any of its contractors supplying MHSW Services comply, with the provisions of all such policies, standards and guidelines as they pertain to the provision of the MHSW Services. SO will communicate any new or amended such policies, standards and guidelines to Municipality via email and will post copies of such new or amended policies, standards and guidelines on SO’s website as they are developed and Municipality agrees to comply with the provisions of such new or amended policies, standards and guidelines in providing and contracting for the MHSW Services hereunder unless Municipality provides written notice stating otherwise within twenty (20) Business Days of receiving such communication.

7.0 Promotion and Education

7.1. Proper education and promotion of the MHSW Program Plan is essential to its success. Municipality will work cooperatively with SO in undertaking such promotion and education activities with respect to the MHSW Program Plan and collection of the Obligated MHSW as set out in Schedule "D" and as may otherwise be reasonably requested by SO from time to time.

8.0 Indemnity and Insurance

8.1. Each party (the “Indemnifying Party”) hereby indemnifies and saves harmless the other party (the “Indemnified Party”) on its behalf and as trustee for, its respective directors, officers, contractors, employees and agent, from and against any and all manner of actions or causes of actions, damages (but not including consequential damages), costs, loss or expenses of whatever kind (including related legal fees on a full indemnity basis) which the Indemnified Party, its directors, officers, contractors, employees and agents may sustain, incur or be put to by reason of or directly or indirectly arising out of any breach of this Agreement by the other party or any wilful misconduct or negligence of the Indemnifying Party or any person for whom the Indemnifying Party is, at law, responsible, in relation to matters arising out of this Agreement.

8.2. The Municipality will, during the term of the Agreement, self-insure, maintain at its expense and/or require any Service Provider to maintain at either the Municipality’s or
Service Provider’s expense Comprehensive General Liability coverage with limits of not less than $5,000,000 (five million dollars) per occurrence. For clarity, only the Municipality can self-insure.

8.3. The Comprehensive General Liability policy of insurance referred to in this section will include SO as an additional insured.

8.4. Unless the Municipality wholly self-insures, the Municipality will deliver a copy of Certificate(s) of Insurance maintained by the Municipality or a Service Provider pursuant to this Agreement, upon the effective date of this Agreement, and annually upon renewal of the Municipality or Service Provider’s insurance, naming SO as an additional insured with the following language:

“Stewardship Ontario and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insureds for Comprehensive General Liability. Such coverage is primary and non-contributing.”

If the Municipality wholly self-insures, the Municipality will deliver a letter stating such self-insurance to SO upon the effective date of this Agreement, and annually upon each automatic renewal of this Agreement.

8.5. The Certificate(s) of Insurance, referred to in subsection 8.4, must also provide that SO will be provided with thirty (30) days advance written notice of cancellation, termination, non-renewal or material change.

9.0 Assignment

9.1. The Municipality may not subcontract or assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of SO.

9.2. Notwithstanding subsection 9.1, the Municipality may assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of, but with written notice to, SO:

(a) from a Lower-tier Municipality to an Upper-tier Municipality or vice versa;

(b) to a municipal service board pursuant to sections 194 to 202 of the Municipal Act, 2001, as amended; or

(c) to a municipal business corporation pursuant to section 203 of the Municipal Act, 2001, as amended

10.0 Notices

Any notice, request, demand or other instrument or communication herein provide, permitted or required to be given by either SO or the Municipality will be in writing and sufficiently given if delivered personally, by facsimile transmission or other electronic means of written communication tested prior to transmission to the extent such testing is available (unless otherwise expressly provided
herein) or if sent by registered mail to the following respective address hereinafter set out, namely:

Notices to SO will be delivered to:

Director, Channel Management MHSW
Stewardship Ontario
1 St. Clair Avenue West, Suite 701
Toronto, ON M4V 1K6
Facsimile: (416) 323-3185
Email: serviceprovider@stewardshipontario.ca

Notices to The Municipality will be delivered to:

Brenda Defosse, Waste/Recycling Coordinator
Township of North Frontenac
6648 Road 506
Plenva, ON KOH 2M0
Facsimile: (613) 479-2352
Email: wastemgmt@northfrontenac.ca

Any such notice if delivered personally, by facsimile transmission or by other electronic means will be conclusively deemed to have been given on the day of personal delivery, or facsimile transmission or electronic communication (and if after 5 p.m. E.T. the next following Business Day), or if mailed as aforesaid, will be conclusively deemed to have been received on the fifth (5th) business day following the day on which such notice is mailed as aforesaid (except during a postal strike in which case such notice shall be delivered via courier). Either party may, at any time, give written notice to the other of any change of address (postal and/or email) of the party giving such notice and from and after the giving of such notice the address therein specified shall (in the absence of knowledge to the contrary) be deemed to be the address of such party for the giving of notices thereafter.

11.0 No Partnership or Joint Venture

11.1 This Agreement does not create and will not in any circumstances create or be deemed to create a partnership or joint venture between the parties. For all purposes Municipality will be an independent contractor.

12.0 Severability

12.1 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct. To the extent that any such provision is found to be invalid, illegal or unenforceable, the parties hereto will act in good faith to substitute for such provision, to the extent possible, a new provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.
13.0 Amendment and Waivers

13.1. No amendment or waiver of any provision of this Agreement will be binding on any party unless consented to in writing by such party other than as provided for in section 3.6 of this Agreement. No waiver of any provision of this Agreement will constitute a waiver of any other provision, and no waiver will constitute a continuing waiver unless otherwise provided.

14.0 Further Acts

14.1. Each party will execute all such documents and do all such other acts and things as may be necessary or desirable from time to time in order effectively to carry out the provisions of this Agreement and will not to take any action, or omit to take any action, that would constitute a breach of this Agreement.

15.0 No Third Party Beneficiaries

15.1. No person or entity which is not a party hereto will have any rights or obligations pursuant to this Agreement or be permitted to place any reliance on anything in this Agreement or on the continuation of this Agreement.

16.0 Counterparts and Facsimile

16.1. This Agreement may be executed in counterparts, and may be transmitted by facsimile or secure electronic document (PDF) each of which will constitute an original and all of which taken together will constitute one and the same instrument.

17.0 Force Majeure

17.1. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of Acts of God, riots, insurrection, war or other reasons of a like nature not the fault of such party (an "Event of Force Majeure"), then the performance of such act will be excused for the period of the delay and the period for performance of any such act will be extended for a period equivalent to the period of such delay. The party whose performance of this Agreement is or may reasonably be expected to be affected by an Event of Force Majeure will promptly notify the other party of the existence of such circumstances and will use its best efforts to resume and complete performance. Whenever a party is reasonably certain that such an Event of Force Majeure is likely to occur, it will notify and consult with the other party as soon as practicable. All time periods for the performance of obligations hereunder will be extended by a period corresponding to the time period of any delay caused by the occurrence of an Event of Force Majeure.

18.0 Dispute Resolution

18.1. All disputes arising out of or in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, that cannot be resolved within thirty (30) days by a senior representative of each party, will upon written notice by any party to the others be arbitrated and finally resolved by one (1) arbitrator qualified by education, experience or training to render a decision upon the issues in dispute and who has not previously been employed by any party or any of their affiliates, and does
not have a direct or indirect interest in any party or the subject matter of the arbitration. Such arbitrator will either be mutually agreed upon by the parties within thirty (30) days after written notice from any party requesting arbitration or, failing agreement, Waste Diversion Ontario may appoint the arbitrator on behalf of the Parties after receiving written submission from both.

19.0 Termination

19.1. If, in the reasonable opinion of either party, there has been a breach of this Agreement by the other party (the “defaulting party”), the Municipality or SO (the “party giving notice”) may give the defaulting party written notice to remedy the breach or default within sixty (60) days, failing which the Agreement may be terminated. In the event that the remedy of such breach reasonably requires more than sixty (60) days, the defaulting party will so advise the party giving notice forthwith and provide a revised timetable for remedying the breach. The party giving notice will notify the defaulting party in writing as to whether the revised time line is acceptable and, if it is, the revised time line to remedy such breach will apply.

19.2. On the date of termination neither party shall have any obligations, financial or otherwise, hereunder save and except for matters arising prior to termination.

19.3. SO may terminate this Agreement for any reason whatsoever without cause, cost or penalty, save and except for matters arising prior to termination, upon providing Municipality with ninety (90) days written notice.

19.4. SO may terminate this agreement immediately upon written notice to the Municipality if:
   (a) the Municipality assigns or subcontracts any of its rights or obligations under this Agreement or any part thereof except as expressly provided for herein; or
   (b) the Municipality provides written notice that it will not comply with any new or amended policies, standards and guidelines developed by SO as per section 6.1; or
   (c) the Municipality fails to keep the terms of this Agreement confidential as per section 26.1; or
   (d) a receiver or trustee is appointed for any part of the assets of SO.

20.0 Survival

20.1. Articles 8 and 26 of this Agreement will survive termination or expiry and continue in full force and effect.

21.0 Additional Conditions

21.1. The parties shall execute such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.
22.0 Entire Agreement

22.1. This Agreement constitutes the entire agreement between the parties with respect to all of the matters herein and supersedes and replaces all previous agreements, whether oral or written, concerning the same or similar subject matter.

23.0 Headings for Convenience Only

23.1. The division of this Agreement into articles and sections is for convenience of reference only and will not affect the interpretation or construction of this Agreement.

24.0 Governing Law

24.1. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

25.0 Legislation References

25.1. Any reference in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

26.0 Confidentiality

26.1. Municipality will at all times treat Schedule "C" and the financial terms contained therein as private and confidential information.

27.0 Rights and Remedies

27.1. The rights, remedies and privileges in this Agreement given to the Parties:

(a) are cumulative and any one or more may be exercised;

(b) are without prejudice to and are in addition to and apply notwithstanding any other provisions in this Agreement; and

(c) are not dependent or conditional upon, or in any way lessened, restricted or affected by any other provisions of this Agreement.

28.0 Schedules

28.1. Schedules "A" through "E" are attached hereto and incorporated in and form part of this Agreement.
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first set out above.

STEWARDSHIP ONTARIO

by: Gemma Zacchini

Name: Gemma Zacchini
Title: Chief Executive Officer

MUNICIPALITY—THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC

by: Clinton (bud) Clayton

Name: Clinton (bud) Clayton
Title: Mayor

by: Jenny Duhamel

Name: Jenny Duhamel
Title: Clerk
The Municipality or the Municipality's Service Provider provides Depot Collection Services for Obligated MHSW. SO pays the Municipality an hourly rate for the Collection Services.

Commingled MHSW may be commingled with other non-Phase 1 MHSW materials at municipal Depots as per Packing Standards. For Commingled MHSW, the Municipality is to contract for transportation and processing of such Commingled MHSW and SO will pay its proportionate share of the transportation (by weight as determined by Lab Pack Audit) and processing (by actual weight) costs for the Commingled MHSW.

Non-Commingled MHSW are to be separately sorted by material as per Packing Standards by the Municipality at its Depots and made ready for pick-up at the designated, scheduled time by:

a) a municipal contracted transporter for delivery to a municipal contracted End Processor, each of whom must agree to adhere to SO's Transportation and Processor Standards, as the case may be until such time as SO provides the Municipality with thirty (30) days notice that SO has its own contracted Service Providers to manage Post-Collection Services, or

b) an SO contracted transporter, if thirty (30) days have passed since SO provided notice to the Municipality that SO has its own contracted Service Providers to manage Post-Collection Services.
The Municipality or the Municipality's Service Provider provides Event Collection Services for Obligated MHSW. The Municipality may combine Events with other activities, including collection of non-Phase 1 MHSW. SO pays the Municipality a cost per tonne of Obligated MHSW as per Schedule "C" for the Collection and Post-Collection Services.
SCHEDULE “B” – COLLECTION ACCESSIBILITY SCHEDULES

Municipality will collect Obligated MHSW Materials from its residents according to the following Collection Accessibility Schedules.

Depots

<table>
<thead>
<tr>
<th>MHSW Depot Name</th>
<th>Address</th>
<th>Days &amp; Hours of Operation</th>
<th>Operating Season</th>
<th>Total Hours</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Road 506 Depot</td>
<td>3444 Road 506 Cloyne, ON KOH 1K0</td>
<td>Wed 1:30 pm to 5:30 pm</td>
<td>May 15 to Sept 30</td>
<td>80</td>
<td></td>
</tr>
<tr>
<td>North Frontenac</td>
<td>6478 Buckshot Lake Road Plevna, ON KOH 2M0</td>
<td>Wed 6:30 am to 12:30 pm</td>
<td>May 15 to Sept 30</td>
<td>80</td>
<td></td>
</tr>
<tr>
<td>Mississippi Depot</td>
<td>1177 Shiner Road Mississippi, ON KOH 1C0</td>
<td>Tues 10:00 am to 2:00 pm</td>
<td>May 15 to Sept 30</td>
<td>80</td>
<td></td>
</tr>
</tbody>
</table>

Total Reimbursable Hours of Operation: 240

Events

<table>
<thead>
<tr>
<th>Date</th>
<th>Location</th>
<th>Address</th>
<th>Collection Hours</th>
<th>Service Provider</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Q1</th>
<th>Q2</th>
<th>Q3</th>
<th>Q4</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Municipality will use commercially reasonable efforts to submit Event Collection Accessibility Schedules to SO for approval by March 31st of the calendar year in which the Events will be held, and in all cases will submit Event Collection Accessibility Schedules not less than sixty (60) days prior to the next planned Event. Once approved by SO, the updated information on Event Schedules will be deemed to be incorporated into this Agreement.

INITIALLED BY MUNICIPALITY: 

New Municipal Hazardous or Special Waste Services Agreement: June 16, 2011
SCHEDULE “C” – PAYMENT FOR COLLECTION SERVICES

SO will pay the Municipality for MHSW Collection Services as follows:

For MHSW Services – Depot, SO will pay the Municipality a rate of $51.36 per hour plus applicable taxes for the Total Reimbursable Hours set out in Schedule “B”, to be paid in five (5) equal monthly instalments. For greater clarity, the monthly instalment will be calculated as Total Reimbursable Hours divided by five (5) and multiplied by the hourly rate.

For MHSW Services – Event, SO will pay the Municipality a rate of $0.00 per tonne of Obligated MHSW plus applicable taxes.

INITIALLED BY MUNICIPALITY: [Signature]
SCHEDULE “D” – PROMOTION & EDUCATION

The Municipality will actively promote the collection of Obligated MHSW and the Orange Drop brand through municipal publications, events and activities that support the Municipality's waste management strategy. The Municipality will not charge SO for any promotion or education activities unless SO has agreed to such charges in advance in writing. SO's decision not to pay for specific promotion and education activities does not discharge the Municipality from its obligation to inform the Municipality's residents of its Collection Accessibility Schedules (see Schedule “B”).

If the Municipality has a waste management webpage then the Municipality will post the Collection Accessibility Schedules, the Orange Drop logo and a link to www.makethedrop.ca on the aforementioned webpage at no cost to SO.

The Municipality must submit to SO draft copies of all publications using SO trademarks and logos for approval, which SO may withhold for any reason.

The Municipality, its employees and Service Providers will not engage in any activity that may cause or perceive to cause harm to the Stewardship Ontario name or any brand owned by SO, such as Orange Drop.

The Municipality will periodically educate its residents about the BUDS message:

• Buy only what you need
• Use it all up
• Divert
• Safely dispose of the rest
SCHEDULE "E" – SO STANDARDS

Commingled Materials
- Fertilizers, and the containers in which they are contained,
- Pesticides, and the containers in which they are contained, and
- Solvents, and the containers in which they are contained,

that are Obligated MHSW;

Non-Commingled Materials
- Antifreeze, and the containers in which it is contained,
- Containers that have a capacity of 30 litres or less and that were manufactured and used for the purpose of containing lubricating oil,
- Oil filters – after they have been used for their intended purpose,
- Paints and Coatings, and containers in which they are contained,
- Pressurized containers, and
- Single-use dry cell batteries,

that are Obligated MHSW;

The following are SO's standards applicable to this Agreement as of the date of this Agreement. Revisions to these standards will be posted on www.stewardshipontario.ca/serviceProviders/vendor_standards
Municipal Hazardous or Special Waste Program
Standards for Collection Site Operators

To the extent that there is any conflict between the SO standards and the requirements of applicable laws and regulations, the requirements of applicable laws and regulations apply and the collection site operator is required to comply with the requirements of the applicable laws and regulations. For greater certainty, in the event that the SO standards impose requirements that are more stringent or additional to the requirements of applicable laws and regulations but do not conflict with such laws and regulations, the collection site operator is required to comply with the SO standards as well as with applicable laws and regulations.

Background:

The Municipal Hazardous or Special Waste (MHSW) Program is a waste collection and diversion plan designed to ensure that certain hazardous and special wastes are managed in an environmentally appropriate way.

The plan is being implemented in phases. Phase one began on July 1, 2008 and included nine material categories. The consolidated program, which begins on July 1, 2010, adds another 13 materials for a total of 22 materials.

Stewardship Ontario was directed by the Ontario Minister of the Environment to plan, implement and operate the consolidated MHSW Program. The minister approved the consolidated program in September 2009 under the authority of the Waste Diversion Act, 2002.

More information, including the consolidated MHSW Program Plan (volumes 1 & 2), can be found on the Stewardship Ontario website:

http://www.stewardshipontario.ca/service_providers/what-we-do/mhsw/program-plan

Purpose:

The Standards for Collection Site Operators define the minimum operating requirements to qualify as a Stewardship Ontario collection site for municipal hazardous or special waste. Collection sites must also agree to and comply with Stewardship Ontario’s Terms and Conditions.

The Standards for Collection Site Operators do not absolve collection sites from any federal, provincial and/or municipal legislation and regulations applicable to their operation. It is the collection sites’ responsibility to be aware of, and abide by, all such legislation and regulations.

Stewardship Ontario reserves the right to review and revise these standards on an ongoing basis.

1 The terms and conditions for collection site operators for phase 1 of the MHSW Program can be found at http://www.stewardshipontario.ca/sites/default/files/0-CSO-TermsandConditions.pdf. Revisions to reflect changes under the consolidated program will be published as soon as they become available.
Who this applies to:

For the purposes of these standards, a Collection Site Operator means the operator of a location at which MHSW is received from the public or via the site’s internal operations from which a transporter will pick up MHSW and transport it to either i) an approved consolidation site operator, or ii) an approved MHSW processor. These Standards apply to the following two types of collection sites:

1. Type A sites: Sites that receive a wide range of MHSW, and
2. Type B sites: Sites that collect one or more of the following wastes:
   - Batteries;
   - Paints and coatings;
   - Mercury-containing materials (including switches and fluorescent lamps);
   - Pharmaceuticals;
   - Sharps;
   - Antifreeze and oil filters defined as selected waste as per R.R.O. 1990, O. Reg. 347 clause 44(1).

Enforcement of these Vendor Standards:

Collection site operators shall:
- Provide Stewardship Ontario with all reasonable information relating to these standards or any matter that relates to the consolidated MHSW Program or procedures of Stewardship Ontario;
- Acknowledge that Stewardship Ontario has a right of access to any and all such information during normal business hours and on 24 hours notice.

Moreover, Stewardship Ontario may verify compliance information provided by collection site operators, either directly or through a third party acting on its behalf. Please note that all parties acting on behalf of Stewardship Ontario are bound by strict confidentiality agreements.

1. General Requirements

All MHSW collection site operators shall:

1.1 Possess a valid business licence if they are a commercial operation.

1.2 Either self-insure, or possess comprehensive or commercial general liability insurance, including coverage for bodily injury, property damage, complete operations and contractual liability. Except in the case of self-insurance, MHSW collection site operators must have Stewardship Ontario listed on the policy as an additional insured party.

1.3 Identify and comply with all applicable legislation and approvals, including but not limited to:

Type A collection sites shall be:
- In compliance with all terms in their MOE Certificates of Approval;
- Registered with the MOE's Hazardous Waste Information Network (HWIN);
• In compliance with the Ontario Environmental Protection Act, 1990 (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
• In compliance with the federal Transportation of Dangerous Goods Act (TDGA);
• In compliance with applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.

Type B collection sites shall be:
• In compliance with the Ontario Environmental Protection Act, 1990 (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
• In compliance with the federal Transportation of Dangerous Goods Act;
• In compliance with applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.

1.4 Maintain a documented process to identify, assess and ensure compliance with this standard and all applicable legislative and regulatory requirements, including but not limited to:
• Environmental regulations, including permits or certifications for operating, air emissions, or other discharges;
• Occupational health and safety regulations;
• Hazardous waste management regulations (storage, handling).

1.5 Implement and maintain an emergency response plan to prepare for and respond to emergency situations including fires, spills and medical events.

1.6 Maintain all records for a minimum of two years or longer as required by law, including manifests, bills of lading and waste records.

1.7 Provide notice to Stewardship Ontario of any fines or regulatory orders in the previous five years and, going forward, within 60 days of any new fine or regulatory order as it relates to the MHSW Program.

2. Occupational Health and Safety

All MHSW collection site operators shall:

2.1 Identify and comply with all applicable health and safety legislation, including but not limited to:
• Employment Standards Act, 2000;
• Occupational Health and Safety Act, 1990;
• Workplace Safety and Insurance Act, 1997;
• Canada Labour Code.

2.2 Possess workers' compensation coverage through either a provincial/state program or a private insurance policy.

2.3 Be compliant with the Workplace Hazardous Materials Information System (WHMIS), including training requirements.
2.4 Maintain an occupational health program that includes processes to safeguard the health and safety of employees by:
- Providing regular documented health and safety training;
- Providing and enforcing the correct use of personal protection equipment; and
- Safeguarding hazardous mechanical processes.

3. Staff Training

All MHSW collection site operators shall:

3.1 Train staff on their emergency response plan.

3.2 Train staff to identify and pack MHSW in its appropriate waste class according to Waste Packing Protocols (refer to Appendix A).

3.3 Train staff to differentiate between waste products that are eligible for collection services under the consolidated MHSW Program and those that are not (refer to Appendix B).

3.4 Update staff training based on any changes made to MHSW Collection Site Vendor Standards.

3.5 Document and maintain records of staff training.

4. Waste Packing Protocols

All MHSW collection site operators shall:

4.1 Pack waste according to the Ministry of the Environment waste classes outlined in Appendix A.

4.2 Ensure that MHSW is handled and stored as follows:

For Type A collection sites:
In accordance with the conditions laid out in their respective Certificates of Approval and all applicable laws and regulations.

For Type B collection sites:
- Have the ability to receive wastes from the public in a controlled manner (direct supervision or monitored) in a customer drop-off area;
- Have adequate infrastructure to shelter material from inclement weather in a consolidation storage area;
- Have sufficient space to receive, sort, store and prepare transportation containers for shipment:
  - Paints and coatings: minimum of eight (8) 205 L drums/two standard gaylord boxes or one week of paints and coatings received at each collection site;
- As applicable, have material-handling equipment with the ability to move containers onto transport vehicles;
- Be accessible to transport vehicles for pick up of MHSW; and
• Have adequate security measures in place to prevent MHSW from being tampered with by anyone at the site or using the collection facility at unauthorized times.

4.3 All waste must be packed in an approved UN container\textsuperscript{2} or equivalent, as supplied by Stewardship Ontario or a Stewardship Ontario-approved service provider\textsuperscript{3}. If using a non-UN approved container, the permit for equivalent level of safety must be presented to Stewardship Ontario.

4.4 Pack sharps in a puncture-resistant leak-proof container dedicated specifically for that purpose\textsuperscript{4}:
  • The sharps container shall have a lid which can’t be removed once it has been permanently closed.
  • The container shall have a prominently displayed universal biohazard symbol, as shown below, permanently affixed to an outer surface of the container.
  • The label shall contain the words "BIOHAZARD/DÉCHETS BIOMÉDICAUX" (or equivalent) as its legend. The symbol and legend shall clearly contrast with the background.
  • The colour of the container must be yellow, indicating that the biomedical waste does not require incineration.

\begin{figure}[h]
\centering
\includegraphics[width=0.5\textwidth]{biohazard_symbol.png}
\caption{Biohazard symbol used on sharps containers.}
\end{figure}

4.5 Pack fluorescent tubes in either fibre drums or storage boxes or other appropriate containers that are suitable in size (i.e., that correspond to the different tube lengths collected) or in containers supplied by Stewardship Ontario.

\textsuperscript{2} Refers to containers that meet the requirements established by the United Nations Committee of Experts on the Transportation of Dangerous Goods; these requirements provide a uniform international system for identifying and packaging Class 3, 4, 5, 6.1, 8 and 9 dangerous goods for transport.

\textsuperscript{3} All containers are either supplied by Stewardship Ontario or by a Stewardship Ontario service provider. Alternatively, if a collection site operator incurs costs related to containers, they will be reimbursed by Stewardship Ontario subject to having a negotiated agreement in place.

\textsuperscript{4} On average, at least half of the users returning sharps for proper disposal do so in containers that do not meet this standard (e.g., hard-shell containers, such as water bottles and bleach containers are used instead). In those instances, collection sites should not refuse or attempt to re-pack those sharps. Instead, non-conforming containers should be placed in an appropriate transport container (preferably a cart) with the conforming containers.
4.6 Pack batteries in either one of the following container types:
- Battery box that measures 12"h x 8"d x 6"w;
- 2 - or 5-gallon pail;
- 205 litre drum.

4.7 Bulky items, such as 20-lb. propane tanks, must be stored in an upright position in a secure area, and in accordance with Technical Standards & Safety Authority (TSSA) requirements.

4.8 Transportation containers must be filled to capacity, except if this practice contravenes either a ministry order or the Collection Site Operator's Certificate of Approval Storage Requirements. Waste material collected at event days is a special case, since it may not always be possible to fill a transport container of a given waste class to capacity.

4.9 Make use of vermiculite in sufficient quantity to cover and protect the waste material from breakage for the following waste classes when there is a potential for spillage or breakage of containers in a lab pack during transport:
- 112C inorganic acids;
- 121C inorganic alkalines;
- 1481 inorganic oxidizers;
- Any other transport container that holds glass containers.

4.10 Place large pails (20 litres or more) on skids and shrink wrap to prevent shifting of waste during transport. Alternatively, gaylord boxes may be used.

4.11 Contamination allowances
- The maximum contamination allowance is 5%. This is a volume-based allowance assessed on individual drums for a given waste class.
- Contamination levels in transport containers (mis-packed MHSW, non-program wastes as identified in Appendix B) will be monitored by Stewardship Ontario through random sampling. MHSW collection site operators will be required to take corrective action if contamination allowances are exceeded. Stewardship Ontario reserves the right to apply a financial penalty to collection site operators who exceed the contamination allowance.
Appendix A — Waste Packing Protocols

Please note: Waste materials in each individual row (as numbered in the first column on the left) are required to be packed separately (even though they may be packed under the same waste class)

<table>
<thead>
<tr>
<th>#</th>
<th>Waste Class</th>
<th>Instructions</th>
<th>Product Examples</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>112 — Inorganic Acids pH ≤2.5</td>
<td>Vermiculite must be used in sufficient quantity to cover and protect the waste when there is a potential for breakage or spillage during transport</td>
<td>Products bearing the bony hand symbol</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cleaners, acidic</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Rust stain remover</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>pH reducer</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Bluestone crystals</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Soldering flux</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Copper patina for solder</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Drain opener, acidic</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Concrete etch</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Descaler</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Wood cleaner and brightener</td>
</tr>
<tr>
<td>2</td>
<td>112 — Small Sealed Lead Acid Batteries</td>
<td>Metal containers must be lined with plastic • Leaking and/or corroding batteries must be bagged</td>
<td>Typically used to power personal uninterruptible power supply (UPS) units, local emergency lighting and wheelchairs</td>
</tr>
<tr>
<td>3</td>
<td>121 — Inorganic Alkaline Materials pH ≥12.5</td>
<td>Vermiculite must be used in sufficient quantity to cover and protect the waste when there is a potential for breakage or spillage during transport</td>
<td>Products bearing the bony hand symbol</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cleaners and degreasers, alkaline</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Concrete, cement and mortar mixes</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Stain and scale controllers</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Drain openers, alkaline</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Grout</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Disinfectant</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>pH Up</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Deck washes</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Ammonia</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Mildew tile cleaner</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Bleach cleaner</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Lime sulphur</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Garden sulphur</td>
</tr>
<tr>
<td>4</td>
<td>121— Mixed Batteries (Alkaline, NiCd,</td>
<td>Metal containers must be lined with plastic</td>
<td>Single-use and rechargeable batteries of all sizes (e.g., button cell, AA, AAA, DD)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>Waste Class</td>
<td>Instructions</td>
<td>Product Examples</td>
</tr>
<tr>
<td>----</td>
<td>-----------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------</td>
</tr>
</tbody>
</table>
| 2  | NiMH, Lithium                     | • Leaking and/or corroding batteries must be bagged  
• Lithium batteries must be either taped or put into individual bags and packed with vermiculite                                                   |                                                       |
| 5  | 145* - Paints, Stains and Coatings  
*If transporting under manifest, must be shipped as 145-B; if not transporting under manifest, follow TDG requirements | All paint collection/transport containers must be packed with larger paint containers at the bottom, smaller paint containers on top, and all paint containers must be stacked upright | Latex paint, Alkyd (oil) paint, Water-based stains and coatings |
| 6  | 146* - Fluorescent Lamps  
*If transporting under manifest, must be shipped as 146; if not transporting under manifest, follow TDG requirements | • Fluorescent tubes must be placed in boxes long enough to accommodate the longest tubes collected  
• Bulbs must be placed in any of the other eligible containers                                                                 | Fluorescent tubes, compact fluorescent bulbs          |
<p>| 7  | 147 - Fertilizers                 |                                                                                                                                                                                                          | Indoor plant food, Transplant fertilizer, Iron chelate, Plant starter, Liquid plant food, Aluminum sulphate, Super phosphate, Bone meal, Weed &amp; feed, Food spikes, Garden mix soil, Dolomitic lime, Fish-based plant food, Ammonium nitrate fertilizer |</p>
<table>
<thead>
<tr>
<th>#</th>
<th>Waste Class</th>
<th>Instructions</th>
<th>Product Examples</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>148 - Mercury-containing Measuring Devices</td>
<td>Brand and manufacturer information must be recorded on the log sheet presented in Appendix C</td>
<td>Thermometers and barometers that contain mercury</td>
</tr>
</tbody>
</table>
| 10 | 148 - Inorganic Oxidizers        | Some products may bear the bony hand symbol                                                                                                                                                                  | Chlorinating liquid  
Timber care wood colour brightener  
Bromine tablets, powders, pucks  
Chlorinating tablets, powders, pucks  
Chlorine-free oxidizer  
Cleaners, oxidizing                                                                 |
| 11 | 212 - Antifreeze                 |                                                                                                                                                                                                             | Insecticides  
Pesticides  
Garden sprays  
Algacides  
Fungicides  
Larvacides  
End cut preservative                                                                                           |
| 12 | 242 - Pesticides                 | Vermiculite must be used in sufficient quantity to cover and protect the waste when there is a potential for breakage or spillage during transport                                                              | Insecticides  
Pesticides  
Garden sprays  
Algacides  
Fungicides  
Larvacides  
End cut preservative                                                                                           |
| 13 | 243 - PCB Ballasts  
252 - Non-PCB Ballasts | Ballasts must be examined to determine if they contain PCBs. Collection site operators must be trained in the recognition of PCB ballasts, as outlined in the documentation published by Environment Canada. Generally speaking, ballasts made before 1980 are likely to contain PCBs. | Askarel liquids, such as Aroclor, Pydraul, Pyranol, Therminolds, Inerteen and other PCB-contaminated materials |

<table>
<thead>
<tr>
<th>#</th>
<th>Waste Class</th>
<th>Instructions</th>
<th>Product Examples</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>PCB-containing ballasts must be segregated from non-PCB units</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>252— Oil Filters</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>261 — Pharmaceuticals</td>
<td>Prescription drugs</td>
<td>Prescription drugs</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Non-prescription drugs</td>
<td>Non-prescription drugs</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Natural health products (e.g., vitamins, echinacea)</td>
<td>Natural health products (e.g., vitamins, echinacea)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Medical inhalers</td>
<td>Medical inhalers</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Plant start (hormone-containing)</td>
<td>Plant start (hormone-containing)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Slim-Root</td>
<td>Slim-Root</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Flea powder</td>
<td>Flea powder</td>
</tr>
<tr>
<td></td>
<td></td>
<td>insect repellant</td>
<td>insect repellant</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Pet shampoos</td>
<td>Pet shampoos</td>
</tr>
<tr>
<td>16</td>
<td>263 — Miscellaneous Organics, including Liquid Fuels and Liquid Flammables</td>
<td>Vermiculite must be used in sufficient quantity to cover and protect the waste when there is a potential for breakage or spillage during transport</td>
<td>Products may bear the flammable symbol or the words “keep away from flames or sparks”</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Note: Collection site operators bulking either or both flammables and fuels are to do so under the following waste classes: 212: Liquid Flammables 213: Petroleum Distillates 221: Liquid Fuels</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Note: Collection site operators bulking either or both flammables and fuels are to do so under the following waste classes: 212: Liquid Flammables 213: Petroleum Distillates 221: Liquid Fuels</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Note: Collection site operators bulking either or both flammables and fuels are to do so under the following waste classes: 212: Liquid Flammables 213: Petroleum Distillates 221: Liquid Fuels</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Note: Collection site operators bulking either or both flammables and fuels are to do so under the following waste classes: 212: Liquid Flammables 213: Petroleum Distillates 221: Liquid Fuels</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Note: Collection site operators bulking either or both flammables and fuels are to do so under the following waste classes: 212: Liquid Flammables 213: Petroleum Distillates 221: Liquid Fuels</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Note: Collection site operators bulking either or both flammables and fuels are to do so under the following waste classes: 212: Liquid Flammables 213: Petroleum Distillates 221: Liquid Fuels</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Note: Collection site operators bulking either or both flammables and fuels are to do so under the following waste classes: 212: Liquid Flammables 213: Petroleum Distillates 221: Liquid Fuels</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Note: Collection site operators bulking either or both flammables and fuels are to do so under the following waste classes: 212: Liquid Flammables 213: Petroleum Distillates 221: Liquid Fuels</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Note: Collection site operators bulking either or both flammables and fuels are to do so under the following waste classes: 212: Liquid Flammables 213: Petroleum Distillates 221: Liquid Fuels</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Note: Collection site operators bulking either or both flammables and fuels are to do so under the following waste classes: 212: Liquid Flammables 213: Petroleum Distillates 221: Liquid Fuels</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>Waste Class</td>
<td>Instructions</td>
<td>Product Examples</td>
</tr>
<tr>
<td>----</td>
<td>---------------</td>
<td>------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>17</td>
<td>263 – Organic</td>
<td>Vermiculite must be used in sufficient quantity to cover and protect the</td>
<td>Hardeners containing organic peroxides</td>
</tr>
<tr>
<td></td>
<td>Oxidizers</td>
<td>waste when there is a potential for breakage or spillage during transport.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>An appropriate-sized container (e.g., 5L-UN compliant box) should be used</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>312 – Pathological</td>
<td>Disposable injection needles, Acupuncture needles, Syringe cylinders</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>331 – Aerosols</td>
<td>If an Equivalent of Safety Permit has been granted to use gaylord boxes for the transport of aerosol cans, a 10-ml plastic liner must be used to prevent leakage of residual liquids.</td>
<td>Spray paints, Spray lubricants, Penetrants, Spray adhesive, Spray cleaner, Spray air fresheners, Airwick air freshener, Spray beauty products, Spray insecticides, Pruning spray, Flea spray, Insulating foam</td>
</tr>
<tr>
<td>#</td>
<td>Waste Class</td>
<td>Instructions</td>
<td>Product Examples</td>
</tr>
<tr>
<td>----</td>
<td>----------------------------------</td>
<td>--------------</td>
<td>--------------------------------------</td>
</tr>
<tr>
<td>20</td>
<td>331 - Propane Cylinders</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>331 - Oxygen, Nitrogen, All Other Compressed Gases</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>331 - Fire Extinguishers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Empty Containers</td>
<td></td>
<td>Oil containers</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Antifreeze containers</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Windshield washer containers</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Automotive additive containers</td>
</tr>
</tbody>
</table>
Appendix B – Waste Types Not Designated Under the MHSW Program

The following waste types are not designated under the MHSW Program:

- Ammunition, flares, fireworks
- Carbon monoxide detectors
- Lead acid batteries from vehicles
- Lubricating oil
- Natural health products (NHPs) in food format (e.g., yogurt, orange juice)
- NHPs that do not have a Natural Product Number (NPN), i.e., unlicensed NHPs
- Non-fluorescent light bulbs (LED, incandescent)
- Non-mercury containing measuring devices
- Thermostats (both mercury and non-mercury)
  Note: Thermostats are managed through the Switch the 'Stat Industry Stewardship Plan
- Personal care products not packaged in aerosol containers (e.g., sunblock lotions, creams, shampoo, deodorant). To clarify, only those creams and lotions that are either antifungal or antibiotic are designated under the program. All other creams and lotions are excluded.
- Smoke detectors

Please note: This list will be updated as further sampling work is carried out by Stewardship Ontario. Collection site service providers will be informed accordingly.
### Appendix C – Information to be Recorded for Mercury-Containing Measuring Devices

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Instrument Type (e.g., Thermometer, Barometer)</th>
<th>Make (Manufacturer or Brand Name)</th>
<th>Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Municipal Hazardous or Special Waste Program
Transportation Standards

To the extent that there is any conflict between the SO standards and the requirements of applicable laws and regulations, the requirements of applicable laws and regulations apply and the transporter is required to comply with the requirements of the applicable laws and regulations. For greater certainty, in the event that the SO standards impose requirements that are more stringent or additional to the requirements of applicable laws and regulations but do not conflict with such laws and regulations, the transporter is required to comply with the SO standards as well as with applicable laws and regulations.

Background:

The Municipal Hazardous or Special Waste (MHSW) Program is a waste collection and diversion plan designed to ensure that certain hazardous and special wastes are managed in an environmentally appropriate way.

The plan is being implemented in phases. Phase one began on July 1, 2008 and included nine material categories. The consolidated program, which begins on July 1, 2010, adds another 13 materials for a total of 22 materials.

Stewardship Ontario was directed by the Ontario Minister of the Environment to plan, implement and operate the consolidated MHSW Program. The minister approved the consolidated program in September 2009 under the authority of the Waste Diversion Act, 2002.

More information, including the consolidated MHSW Program Plan (volumes 1 & 2) can be found on the Stewardship Ontario website:

http://www.stewardshipontario.ca/service_providers/what-we-do/mhsw/program-plan

Purpose:

The Transportation Standards define the minimum operating requirements to qualify as a Stewardship Ontario Transporter of municipal hazardous or special waste. Transportation service providers also agree to and comply with Stewardship Ontario’s Terms and Conditions.

The Transportation Standards do not absolve transporters from any federal, provincial and/or municipal legislation and regulations applicable to their operation. It is the transporters’ responsibility to be aware of and abide by all such legislation and regulations.

Stewardship Ontario reserves the right to review and revise these standards on an ongoing basis.
Who this applies to:

For the purposes of these standards, a Transporter means any person or firm duly registered with Stewardship Ontario as authorized to transport MHSW.

Enforcement of these Vendor Standards:

Transportation service providers shall:
- Provide Stewardship Ontario with all reasonable information relating to these standards or any matter that relates to the consolidated MHSW Program or procedures of Stewardship Ontario
- Acknowledge that Stewardship Ontario has a right of access to any and all such information during normal business hours and on 24 hours notice.

Moreover, Stewardship Ontario may verify compliance information provided by transportation service providers, either directly or through a third party acting on its behalf. Please note that all parties acting on behalf of Stewardship Ontario are bound by strict confidentiality agreements.

1. General Requirements

All transportation service providers shall:

1.1 Possess a valid business licence if they are a commercial operation.

1.2 Possess comprehensive or commercial general liability insurance, including coverage for bodily injury, property damage, complete operations and contractual liability with combined single limits of not less than $5,000,000 per occurrence, $5,000,000 general aggregate. Transportation service providers must have Stewardship Ontario listed on the policy as an additional insured party.

1.3 Possess environmental liability insurance of not less than $2,000,000.

1.4 Identify and comply with all applicable legislation and approvals, including but not limited to:
   - Ministry of the Environment Certificates of Approval;
   - Ontario Environmental Protection Act, 1990 (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
   - Federal Transportation of Dangerous Goods Act (TDGA);
   - Provincial Dangerous Goods Transportation Act, R.S.O. 1990, c. D.1;
   - The Highway Traffic Act, R.S.O. 1990, c. H.8;
   - Canadian Environmental Protection Act, 1999 - Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulations (EIHWRMR);
   - Public Vehicles Act;
   - Motor Vehicle Transport Act;
   - Compulsory Automobile Insurance Act;
1.5 Be in compliance with Ontario’s Commercial Vehicle Operator’s Registration (CVOR) system and the Carrier Safety Rating (CSR) program and provide proof of such compliance to Stewardship Ontario within five business days upon request.

1.6 Have a written policy approved by senior management outlining corporate commitment to environmental management and continuous improvement.

1.7 Maintain a documented process to identify, assess and ensure compliance with this standard and all applicable regulatory requirements, including but not limited to:
   - Occupational health and safety regulations;
   - Transportation regulations;
   - Hazardous waste management regulations (shipping).

1.8 Implement and maintain an emergency response plan to prepare for and respond to emergency situations, including fires, spills and medical events.

1.9 Maintain all records for a minimum of two years or longer as required by law, including waste manifests and bills of lading.

1.10 Provide notice to Stewardship Ontario of any relevant fines or regulatory orders in the previous five years and within 60 days of any subsequent fine or regulatory order.

2. Occupational Health and Safety

All transportation service providers shall:

2.1 Identify and comply with all applicable health and safety legislation, including but not limited to:
   - Employment Standards Act, 2000;
   - Occupational Health and Safety Act, 1990;
   - Workplace Safety and Insurance Act, 1977;
   - Canada Labour Code.

2.2 Possess workers’ compensation coverage through either a provincial/state program or a private insurance policy.

2.3 Be compliant with the Workplace Hazardous Materials Information System (WHMIS), including training requirements.

2.4 Maintain an occupational health program that includes processes to safeguard the health and safety of employees by:
   - Providing regular documented health and safety training;
   - Providing and enforcing the use of personal protection equipment;
   - Safeguarding hazardous mechanical processes.
3. Staff Training

All MHSW transportation service providers shall:

3.1 Ensure that drivers are trained and certified as per *Transportation of Dangerous Goods Act* and the requirements of any other applicable legislation.

3.2 Ensure that drivers are trained in the consolidated MHSW Program requirements.

3.3 Train staff on their emergency response plan.

3.4 Document and maintain records of staff training.

4. Transportation-Specific Requirements

4.1 All waste must be transported in an approved UN container\(^6\) or equivalent, as supplied by Stewardship Ontario or a service provider to Stewardship Ontario. If using a non-UN approved container, the permit of equivalent level of safety must be presented to Stewardship Ontario.

4.2 All vehicles used to transport MHSW must have an enclosed cargo area.

4.3 All materials transported must be contained in accordance with TDGA requirements.

5. Material-Specific Transportation Standards

<table>
<thead>
<tr>
<th>Material</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Antifreeze</td>
<td>To be eligible for the transportation incentive, the minimum glycol concentration of the antifreeze that is transported must be 30%. Transporters must make available upon request the test results showing glycol concentrations of bulk and lab-packed truck loads transported to an approved processor. The approved transporter is responsible for the testing.</td>
</tr>
<tr>
<td>Sharps</td>
<td>The waste may only be transported by a waste management company for which a waste management system certificate of approval has been issued under Part V of the EPA. In addition, the vehicle used for the transportation of waste sharps must meet the standards outlined in section 7.2 of <em>Guideline C-4: The Management of Biomedical Waste in Ontario</em>, November 2009(^7).</td>
</tr>
</tbody>
</table>

---

\(^6\) Refers to containers that meet the requirements established by the United Nations Committee of Experts on the Transportation of Dangerous Goods; these requirements provide a uniform international system for identifying and packaging Class 3, 4, 5.1, 8 and 9 dangerous goods for transport.

\(^7\) Available at [www.ene.gov.on.ca/publications/7397e.pdf](http://www.ene.gov.on.ca/publications/7397e.pdf)
Consolidated Municipal Hazardous or Special Waste Program

Processor Standards

To the extent that there is any conflict between the SO standards and the requirements of applicable laws and regulations, the requirements of applicable laws and regulations apply and the processor is required to comply with the requirements of the applicable laws and regulations. For greater certainty, in the event that the SO standards impose requirements that are more stringent or additional to the requirements of applicable laws and regulations but do not conflict with such laws and regulations, the processor is required to comply with the SO standards as well as with applicable laws and regulations.

Background:

The Municipal Hazardous or Special Waste (MHSW) Program is a waste collection and diversion plan designed to ensure that certain hazardous and special wastes are managed in an environmentally appropriate way.

The plan is being implemented in phases. Phase one began on July 1, 2008 and included nine material categories. The consolidated program, which begins on July 1, 2010, adds another 13 materials for a total of 22 materials.

Stewardship Ontario was directed by the Ontario Minister of the Environment to plan, implement and operate the consolidated MHSW Program. The minister approved the consolidated program in September 2009 under the authority of the Waste Diversion Act, 2002.

More information, including the consolidated MHSW Program Plan (volumes 1 & 2) can be found on the Stewardship Ontario website:

http://www.stewardshipontario.ca/service_providers/what-we-do/mhsw/program-plan

Purpose:

The Processor Standards define the minimum operating requirements to qualify as a Stewardship Ontario processor of municipal hazardous or special waste. Processors must also agree to and comply with their respective Terms and Conditions.

The Processing Standards do not absolve processors from any federal, provincial and/or municipal legislation and regulations applicable to their operation. It is the processors' responsibility to be aware of and abide by all such legislation and regulations.

Stewardship Ontario reserves the right to review and revise these standards on an ongoing basis.
Enforcement of these Vendor Standards:

Processors shall:
- Provide Stewardship Ontario with all reasonable information relating to these standards or any matter that relates to the consolidated MHSW Program or procedures of Stewardship Ontario
- Acknowledge that Stewardship Ontario has a right of access to any and all such information during normal business hours and on 24 hours notice.

Moreover, Stewardship Ontario may verify compliance information provided by processors, either directly or through a third party acting on its behalf. Please note that all parties acting on behalf of Stewardship Ontario are bound by strict confidentiality agreements.

1. General Requirements

All MHSW processors shall:

1.1 Possess a valid business licence if they are a commercial operation.

1.2 Possess comprehensive or commercial general liability insurance, including coverage for bodily injury, property damage, complete operations and contractual liability with combined single limits of not less than $5,000,000 per occurrence, $5,000,000 general aggregate. MHSW processors must have Stewardship Ontario listed on the policy as an additional insured party.

1.3 Possess environmental liability insurance with combined single limits of not less than $5,000,000 per occurrence, $5,000,000 general aggregate. MHSW processors must have Stewardship Ontario listed on the policy as an additional insured party.

1.4 Identify and comply with all applicable legislation and approvals, including but not limited to:
   • Ministry of the Environment Certificates of Approval;
   • Ontario Hazardous Waste Information Network registration requirements;
   • Ontario Environmental Protection Act, 1990 (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
   • Federal Transportation of Dangerous Goods Act (TDGA);
   • Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulations, 2005 (EIHWHRMR) under the Canadian Environmental Protection Act;
   • Applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.

1.5 Have a written policy approved by senior management outlining corporate commitment to environmental management and continuous improvement.

1.6 Implement and maintain an emergency response plan to prepare for and respond to emergency situations, including fires, spills and medical events.

1.7 Maintain a documented process to identify, assess and ensure compliance with this standard and all applicable regulatory requirements, including but not limited to:
• Environmental regulations, including permits or certifications for operating, air emissions, or other discharges;
• Occupational health and safety regulations.

1.8 Document the downstream flow and handling of MHSW from receipt at their facility to each point of final disposition, including details on how the waste materials are processed at each point and the percentage of processed materials sent to each downstream processor. Stewardship Ontario will treat this information as confidential.

1.9 For out-of-province processors, demonstrate that they meet or exceed environmental health and safety standards equal to Ontario requirements.

1.10 Maintain all records for a minimum of two years, or as required by regulation, including manifests, bills of lading and waste records.

1.11 Provide notice to Stewardship Ontario of any fines or regulatory orders in the previous five years and within 60 days of any subsequent fine or regulatory order.

1.12 Assume title to the recovered material once it has been made ready for market use, purchase or final safe disposal, at which point title will transfer to the processor and the monies obtained will help offset the costs of processing.

2. Occupational Health and Safety

All MHSW processors shall:

2.1 Identify and demonstrate compliance with all applicable health and safety legislation, including but not limited to:
   • Employment Standards Act, 2000;
   • Occupational Health and Safety Act, 1990;
   • Workplace Safety and Insurance Act, 1997;
   • Canada Labour Code or equivalent in their area of jurisdiction.

2.2 Possess workers' compensation coverage through either a provincial/state program or a private insurance policy. Processors shall supply Stewardship Ontario with valid certificates upon request and within five business days of such request.

2.3 Be compliant with the Workplace Hazardous Materials Information System (WHMIS), including training requirements, or equivalent in their area of jurisdiction.

2.4 Implement and maintain an occupational health and safety (OHS) program to ensure compliance with applicable OHS legislation.

3. Material-Specific Requirements

Material-specific end-of-life management requirements are outlined in the Table 3.1 below.
Note: The material-specific standards outlined in Table 3.1 are the minimum standards that service providers are required to meet. A disposal standard has been set for waste materials for which no known commercially viable recycling process is available. In these cases, processors who choose to pilot recycling processes would not be penalized for failing to meet the disposal standards outlined.

Table 3.1: Material-Specific End-of-Life Management Requirements

Note: Containers for which a recycling option is technically feasible, as identified in the Recyclability Status Table, must be recycled.

<table>
<thead>
<tr>
<th>MHSW Category</th>
<th>MOE Waste Class</th>
<th>End-of-Life Management Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corrosives</td>
<td>112 121</td>
<td>Chemical treatment followed by water treatment and/or secure (hazardous) landfill</td>
</tr>
<tr>
<td>Batteries</td>
<td>112 121</td>
<td>Staff must have received training in proper procedures for:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Identifying battery chemistries</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Handling leaking or corrosive batteries</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Identifying and handling batteries containing mercury, and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Handling unidentifiable batteries</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Minimum recycling rates, not including energy-from-waste or slag applications:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Alkaline-manganese, zinc carbon, and zinc air batteries: 80%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Other single-use batteries: 37%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Rechargeable batteries: 60%</td>
</tr>
<tr>
<td>Paints &amp; Coatings</td>
<td>145</td>
<td>Paints and coatings must be segregated into respective recycling streams which may consist of:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Alkyd paints</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Latex paint</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Solvent-based coatings</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Water-based coatings</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Metal containers</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Plastic containers</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Alkyd and latex paints must be recycled according to the following minimum rates:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Alkyd paint: 75%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Latex paint: 75%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Solvent-based coatings must be handled in the following manner (in order of precedence):</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1) Recycle into new product - recycling rate subject to waste quality</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2) Subject to fuel blending processes for poor quality wastes</td>
</tr>
</tbody>
</table>

8 Under the Waste Diversion Act, landfilling, incineration and energy-from-waste are not considered recycling.

9 See http://www.stewardshipontario.ca/mhsw/pdf/municipal/recycle_status_phase1.pdf (table needs to be redone and reposted).

10 See footnote no. 5
<table>
<thead>
<tr>
<th>MHSW Category</th>
<th>MOE Waste Class</th>
<th>End-of-Life Management Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Water-based coatings must be handled in the following manner (in order of precedence):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1) Recycle into product</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2) Fuel blending</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3) Solidification and landfill</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Containers must be recycled according to the following recycling rate target:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Metal containers: 90%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Plastic containers: 50%</td>
<td></td>
</tr>
<tr>
<td>Fluorescents¹²</td>
<td>146</td>
<td>• Lamps must be broken in a negative pressure machine to allow separation of glass, aluminum, brass and phosphor-mercury powder</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Individual components must be cleaned and tested for mercury content</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Glass must be recycled into end product (e.g., fibreglass)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Metal must be reclaimed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Phosphoric powder must be separated from glass via mechanical separation. The phosphoric powder must be heated in a retort unit to separate the mercury from the phosphor powder</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Mercury must undergo a quadruple retort process under high vacuum in order to be usable in a new product (e.g., fluorescent lighting), or transformed into cinebar (sulfide form) and permanently retired in a secure (hazardous) landfill</td>
</tr>
<tr>
<td>Fertilizers</td>
<td>147</td>
<td>Must be handled in the following manner (in order of precedence):</td>
</tr>
<tr>
<td></td>
<td>1) Reuse</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2) Composting</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3) Secure landfiling</td>
<td></td>
</tr>
<tr>
<td>Mercury waste</td>
<td>148</td>
<td>Recover the different waste components¹³</td>
</tr>
<tr>
<td>• switches</td>
<td></td>
<td>• Glass tested for mercury content and recycled into new product</td>
</tr>
<tr>
<td>• thermometers, barometers, manometer</td>
<td></td>
<td>• Plastic and metal recycled</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Mercury must undergo a quadruple retort process under high vacuum in order to be usable in a new product (e.g., fluorescent lighting), or transformed into cinebar (sulfide form) and permanently retired in a secure (hazardous) landfill</td>
</tr>
</tbody>
</table>

¹¹ Stewardship Ontario recognizes that metal and plastic are commodities that are subject to significant market fluctuations. As such, the stated recycling rates for paint and coating containers should be interpreted as goals rather than set targets.

¹² Stewardship Ontario has been made aware that a Canada-wide standard for the proper collection, recycling and valorization of mercury-containing lamps is currently under development. Depending on the outcome, Stewardship Ontario may amend its processing standard for fluorescent lamps.

¹³ Stewardship Ontario is awaiting input from Environment Canada on the preferred option for the management of mercury in end-of-life products.
<table>
<thead>
<tr>
<th>MHSW Category</th>
<th>MOE Waste Class</th>
<th>End-of-Life Management Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inorganic Oxidizers</td>
<td>148</td>
<td>Chemical treatment followed by secure (hazardous) / non-secure landfilling</td>
</tr>
<tr>
<td>Antifreeze</td>
<td>212</td>
<td>100% recycled</td>
</tr>
<tr>
<td>Pesticides</td>
<td>242</td>
<td>Incineration in a hazardous incinerator or disposal in a secure (hazardous) landfill</td>
</tr>
<tr>
<td>Ballasts</td>
<td>243</td>
<td>Ballasts must be examined to determine if they contain PCBs</td>
</tr>
<tr>
<td>• PCB</td>
<td>252</td>
<td>Collection site operators must be trained in the recognition of PCB ballasts, as outlined in the documentation published by Environment Canada 14. Generally speaking, ballasts made before 1980 are likely to contain PCBs.</td>
</tr>
<tr>
<td>• Non-PCB</td>
<td></td>
<td>- PCB-containing ballasts must be sent to hazardous incineration facility</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Non-PCB ballasts that were built before 1991 may contain DEHP, a probable human carcinogen. These must be treated as PCB containing ballasts.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Ballasts not containing either PCBs or DEHP metal must be reclaimed</td>
</tr>
<tr>
<td>Oil Filters</td>
<td>252</td>
<td>100% recycled</td>
</tr>
<tr>
<td>Pharmaceuticals (including medical inhalers)</td>
<td>261</td>
<td>Incineration</td>
</tr>
<tr>
<td>Miscellaneous Organics</td>
<td>263</td>
<td>Miscellaneous Organics:</td>
</tr>
<tr>
<td>Liquid Flammable Fuels</td>
<td></td>
<td>Fuel blending 15</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Landfill (after solidification)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hazardous landfill – where needed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Flammables:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fuel blending</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fuels:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fuel blending</td>
</tr>
<tr>
<td>Organic Oxidizers, e.g., organic peroxides</td>
<td>263</td>
<td>Incineration at a hazardous facility</td>
</tr>
<tr>
<td>Sharps</td>
<td>312</td>
<td>As per MOE Guideline C-4 16, may be treated with non-incineration methods provided the technology will reduce bacterial spores of B. stearothermophilus within the waste by a level of 6 Log10 (99.999%)</td>
</tr>
</tbody>
</table>

14 Please refer to the documents pertaining to the identification of lamp ballasts containing PCBs available on Environment Canada’s website at http://www.ec.gc.ca/Publications/default.asp?lang=En&xml=F1D91988-3B5E-4956-A705-78D054685FFE

15 Stewardship Ontario expects to implement a research and development project to recycle certain types of liquid fuels and solvents. If the project results in a viable alternative to fuel blending for certain materials, this standard will be modified.

16 See www.ene.gov.on.ca/publications/7397e.pdf
<table>
<thead>
<tr>
<th>MHSW Category</th>
<th>MOE Waste Class</th>
<th>End-of-Life Management Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aerosols</td>
<td>331</td>
<td>• Empty aerosol containers:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Processed in accordance to Material Recycling Facility (MRF) Certificate of Approval</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Aerosol containers containing residual matter:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Aerosols are punctured</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Residual is discharged and fuel blended</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Metal containers are recycled</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Plastic caps are recycled</td>
</tr>
</tbody>
</table>
AMENDING AGREEMENT
NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTES SERVICES AGREEMENT

This Amending Agreement (the “Amending Agreement”) is made as of August 16, 2019.

BETWEEN:

STEWARDSHIP ONTARIO (“SO”)

and

THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC (the “Municipality”)

(collectively, the “Parties”)

WHEREAS:

A. Stewardship Ontario and the Municipality entered into an agreement concerning municipal hazardous or special wastes (“MHSW”) dated July 01, 2011 (as amended, modified or restated from time to time, by the Parties, the “MHSW Services Agreement”);

B. By direction letters dated April 12, 2018, December 11, 2018 and July 2, 2019, the Minister of the Environment, Conservation and Parks for the Province of Ontario directed SO to wind up the waste diversion program for MHSW (the “MHSW Program”) for all designated materials. Upon wind up, materials collected under the MHSW Program will be managed according to an individual producer responsibility framework under the Resource Recovery and Circular Economy Act, 2016;

C. In order to reflect the scheduled wind-down of the MHSW Program and in accordance with Section 2.3 of the MHSW Services Agreement, the Parties wish to make certain amendments to the MHSW Services Agreement as set out herein.

NOW THEREFORE, FOR VALUE RECEIVED, the Parties agree as follows:

1. The MHSW Services Agreement is hereby amended in accordance with the provisions set out in Schedule “A” hereto effective as of September 1, 2019.

2. All capitalized terms which are used herein without being specifically defined herein shall have the meanings ascribed to them in the MHSW Services Agreement.

3. Any section marked as “Intentionally Deleted” in the MHSW Services Agreement remains “Intentionally Deleted” and is not replaced by or amended by anything in Schedule “A”.

LEGAL_31621027.2
4. Except as amended by the amendments expressly set forth in Schedule “A” of this Amending Agreement, the MHSW Services Agreement shall remain unchanged and continue in full force and effect and is hereby in all other respects ratified and confirmed.

5. If any provision of this Amending Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect (a) the legality, validity or enforceability of the remaining provisions of this Amending Agreement or (b) the legality, validity or enforceability of that provision in any other jurisdiction.

6. This Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the Parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

7. This Amending Agreement shall enure to the benefit of and shall be binding upon the Parties hereto and their respective successors and permitted assigns. Nothing in this Amending Agreement, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Amending Agreement.

8. If any provision of this Amending Agreement is inconsistent or conflicts with any provision of the MHSW Services Agreement, the relevant provision of this Amending Agreement shall prevail and be paramount.

9. Schedule “A” is attached hereto and incorporated in and forms part of this Amending Agreement.

10. This Amending Agreement may be executed in one or more counterparts, including by means of facsimile and/or portable document format, each of which shall be deemed to be a duplicate original, but all of which, taken together, constitute a single document.

[THIS SECTION LEFT INTENTIONALLY BLANK]
IN WITNESS WHEREOF the Parties have signed this Amending Agreement as of the date first set out above.

STEWARDSHIP ONTARIO

By: 
Name: Cullen Hollister
Title: Director of Operations

THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC

By: 
Name: 
Title:
SCHEDULE “A” TO THE AMENDING AGREEMENT
NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTES SERVICES AGREEMENT

The Parties agree to amend the MHSW Services Agreement as follows:

1. Section 1.1 of the MHSW Services Agreement is hereby amended by deleting the words “Waste Diversion Act 2002 (Ontario)” and replacing them with the words “Waste Diversion Transition Act, 2016 (Ontario)”.

2. Section 2.4 of the MHSW Services Agreement is deleted in its entirety and replaced with the following new Sections 2.4 and 2.5:

   “2.4 The Parties also understand that an ISO may, at any time, be approved by the Board of the Authority for one or more of the Obligated MHSW materials. In the event an ISO is approved by the Authority, SO will have no responsibility to pay for MHSW Services provided by the Municipality with respect to the materials for which the ISO is then responsible on and after the effective date of such approval by the Authority, unless SO provides written notice to the Municipality indicating that there will not be any changes to the then current MHSW Services within 30 days of the ISO approval date.

   2.5 The Parties also understand that the Minister of the Environment, Conservation and Parks has directed SO to wind-up the MHSW Program Plan under the Resource Recovery and Circular Economy Act, 2016, following which individual producers will become responsible for materials collected under the MHSW Program Plan. The Parties agree that effective on the date of wind-up of the MHSW Program Plan in respect of a specific MHSW material (a “Materials Wind-Up”), SO will have no further responsibility to pay for MHSW Services provided by the Municipality with respect to such MHSW materials. As a courtesy, SO will provide a written reminder to the Municipality at least 30 days prior to the effective date of such Materials Wind-Up.”

3. Subsection 5.1(b) of the MHSW Services Agreement is deleted in its entirety and replaced with the following new subsections 5.1(b) and 5.1(c):

   “(b) Notwithstanding the foregoing, in the event an ISO is approved by the Authority, title to the Obligated MHSW with respect to the materials for which the ISO is then responsible will not belong to SO or SO’s Service Providers unless SO provides written notice to...
the Municipality indicating that there will not be any changes to the then current MHSW Services within 30 days of the ISO approval date.

c) Notwithstanding the foregoing, in the event of a Materials Wind-Up, title to the Obligated MHSW will not belong to SO or SO’s Service Providers as of the effective date of the Materials Wind-Up.”

4. Section 18.1 of the MHSW Services Agreement is hereby amended to delete the words “Waste Diversion Ontario” and to replace them with the words “the Authority”.

Administrative Report

To: Mayor and Members of Council

From: Kelly Watkins, Treasurer

Recommended by: Cheryl Robson, AMCT, Chief Administrative Officer

Date of Meeting: January 17, 2020

Re: Treasurers Attendance at the 2019 Municipal Finance Officers Association (MFOA) Conference

Background

The Treasurer attended the 2019 Municipal Finance Officers Association (MFOA) Conference, September 18-20, 2019 that was held at the Deerhurst Resort in Huntsville.

Researched By

Kelly Watkins, Treasurer

Comments

The theme for this year’s Conference was “Navigating through Uncertainty”.

Wednesday September 18

Morning ½ day session attendees were provided general updates from:
  - Ministry of Municipal Affairs & Housing
    - Planning Act Changes due to Bill 108, More Homes, More Choices Act, 2019
    - Working on reducing the Reporting Burden (94 reports have been eliminated and 27 consolidated – they did not indicate what reports)
    - Financial Information Returns to be circulated earlier than previous years
o Ministry of Infrastructure
- Discussed the next steps for O.Reg 588/17 specifically around Asset Management Plans
- Indicated their website has some resources such as a sample matrix for determining levels of service
- Ontario Community Infrastructure Fund (OCIF) Formula funding for 2020 and future is under review, but no information at that time available on what to expect

o Federal Gas Tax (FGT)
- Spoke about the top up funds received in 2019
- Reviewed the online mapping tool that shows all projects completed using FGT
- Importance of Asset Management Plans and identifying projects in the plan for using FGT
- The importance of Communications when using FGT dollars, and provided details of the requirements

o Public Sector Accounting Board
- Reporting standard changes coming are: Asset Retirement Obligation (A legal obligation associated with the retirement of a tangible capital asset), Revenue (more consistent recognition and measurement of types of revenue transactions) and Financial Instruments (any contract that gives rise to a financial asset of one entity and a financial liability or equity of another).
- Reporting standards under development are: International Strategy, Conceptual Framework & Reporting model, Public Private Partnerships and Employee Benefits

Afternoon ½ day session was called “Building on the Evolutionary Practice of Asset Management Planning”. This session reviewed the concepts for developing and defining levels of service and how levels of service needs to be integrated into our Asset Management Plans.
- Phase 2 of implementing O.Reg 588/17 is due July 1, 2021, at that time we will need to ensure all core assets (roads, bridges and culverts, water, wastewater and stormwater) are inventoried and levels of service identified as well as the cost of maintaining these levels of service
- Spoke about the Strategic Asset Management Policy Toolkit that was used in implementing the Policy that was approved prior to the due date of July 1, 2019
- provided samples of level of service framework and matrix
Thursday September 19

The day started with a keynote presentation called “Cyber security talk for Governments and Municipalities”; the speakers were Lee Kagan and Ben Wells for Red Black Cyber Security.

- They said, “There is no silver bullet to quell cyber attacks completely. However, if more Municipalities took on a holistic and maturity-based approach to cyber security, encompassing all members of the team – not just the IT department – the fallout and consequences of such a breach would be considerably less damaging.”

- Kagan and Wells provided many samples of phishing emails and provided examples of ways they were able to get into businesses operating systems. Tips they provided was to ensure people have access to only what they need, that way is the system is hacked on one computer the hackers can only access that the person/computer has access to, domain Administrators should not be in the active directory, implement two factor authentication, password hygiene, security training and simple process to report suspicious emails to the IT department.

After the Keynote speaker was the MFOA presentation “What have we done for you lately” and the general meeting.

- MFOA identified the training opportunities that they have as well as the items they are working on to support the Finance Officers of Municipalities to keep us up to date on Policy changes as they come from the Provincial and Federal Government.

- Annual General Meeting for MFOA, introduced the Board of Directors, review Financial Statements, etc.

Before lunch was a discussion forum called “what keeps you up at night” They broke attendees into groups based on population. The group I was in for Municipalities with population between 1-10,000.

- There was discussion about what Municipalities had done with their Modernization money. Examples included joint Service Delivery Review; LED streetlights; IT Strategic Plan; Municipal Land Study; Cyber Security and Improve internet were some of the items shared.

- There was a discussion about the changes to Development Charges per Bill 108

- Discussion about Ontario Municipal Partnership Fund (OMPF) and how a few Municipalities are trying to transition away from using this funding to offset operating expenses
After lunch was concurrent sessions. The first session I attended was called “Whenever possible charge? – User Fees as a Revenue Source. Presenter was Craig Binning from Hemson and Associates.

- Municipalities are increasingly turning to user fees as a revenue source. Academic literature and many policy makers advocate “whenever possible charge” approach, endorsing fees for many municipal goods and services.
- Rationale for User fees provided is:
  - Efficiency – fees allow municipalities to allocate resources to produce the largest bundle of services
  - Fairness – those who benefit from a service should pay for it
  - Accountability and transparency
  - Valuable information – about service standards (quantity and quality) and who uses services
  - Diversity of revenue – political pressure to keep taxes low; uncertainty of provincial grants
  - Environmentally friendly – lower water consumption; switch to recycling and composting
- Municipal Services suited for fee funding were provided as follows: water and sewer; solid waste management; transit; planning and building; recreation; stormwater; other (library, fire, cemetery, administration), Roads and parking some looked at 100% funded and others partially funded.

The second session I attended was; “The future of work in a digital world” presenter was Susie Cooke from Deloitte LLP.

- They talked about how the work force is changing and how there may be resources that could be used for task oriented projects. Provided examples of what can be done by smart machines and robots. Also, talked about the progression of where people can work anywhere and maybe don’t need to be in the office.

This day ended with many networking opportunities, time to visit vendor booths, Gala Dinner and entertainment by the Debaters with Steve Patterson.

Friday September 20

The day started with an early breakfast followed by and Economic update from Andrew Grantham, Executive Director and Senior Economist, CIBC Capital Markets. He indicated that for Canada, slower growth is mainly domestically driven and not globally driven.

Next was a concurrent session “If you build it, will people come? How to develop meaningful performance metrics that drive performance”, presented by Sasha Elinwechter, Acting GM of Information Technology, City of Guelph.
- When building a public facing dashboard to show metrics be sure you know why you are doing it. She explained how when they first started they posted a bunch of metrics on their website. Over time it did not get updated and therefore became out of date quickly.
- Need to understand what it is you are measuring and why. Need to determine objective, owner, data source, simple description, rules and frequency for review.
- Ask the question, why do I want to measure things? To understand internal performance; to be able to measure against a standard or benchmark; to obtain funding; etc

The last concurrent session I attended was, Robots in the Finance Department: Freedom from Drudgery, presented by Jamie Black, President, F.H. Black & Company Incorporated.

- The presentation discussed how atomization of some processes could be beneficial to the Finance Department. The focus of the presentation was on a newer technology called Robotic Process Automation (RPA). RPA is best suited for repetitive data entry type tasks. I did a little research on RPA and it seems that it is still a fairly new technology that still has more challenges than benefits at this time.

Conference ended with a Keynote presentation called 'If Darwin was a CEO: Lessons learned from the music business meltdown, presented by Denise Donlon, Media Trailblazer; Former GM of CBC English radio, Former President of Sony Music Canada and Former VP/GM of MuchMusic and MuchMoreMusic.
- Denise was president of Sony Music Canada precisely at the moment the recording industry began to reel from massive digital disruption. She provided humour and insight on how they had to act quickly to change with the way people were listening to music. Going away from buying records/tapes/CD to online streaming.
- She illustrated in her presentation why agile adaptation in the face of rapid change is the only way to evolve and survive in any business.

The MFOA Conference never disappoints between the presentations and the many opportunities to network with Colleagues in Municipal Finance.

All of the presentation are available on the MFOA website http://mfoa.on.ca/mfoa/main from the home page click on Conference and you will find the power point presentations.
### Financial Implications

<table>
<thead>
<tr>
<th>Conference:</th>
<th>MFOA Conference 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration Fee:</td>
<td>$1,119.36</td>
</tr>
<tr>
<td>Conference Advance &amp; Per Diem</td>
<td>$270.16</td>
</tr>
<tr>
<td>Accommodations:</td>
<td>$561.97</td>
</tr>
<tr>
<td>Parking:</td>
<td>$0.00</td>
</tr>
<tr>
<td>Mileage:</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other Municipal Expenses (Internet, Phone, etc.):</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$1,951.49</strong></td>
</tr>
</tbody>
</table>

All amounts listed include HST at 1.76% only.

Note: no mileage as I travelled with the Deputy Treasurer from Addington Highlands to the Conference.

### Recommendation

**Be It Resolved** That Council receives for information the Treasurer’s Administrative Report entitled “Treasurers Attendance at the 2019 Municipal Finance Officers Association (MFOA) Conference”;
Administrative Report

To: Mayor and Members of Council
From: Ron Higgins, Mayor
Date of Meeting: January 17, 2020

Re: MNRF Meeting December 11, 2019

Background

Over the last year Council has raised a number of concerns related to working with Ministry of Natural Resources and Forestry (MNRF).

Research By

Mayor Ron Higgins

Comments

On December 11, 2019 Deputy Mayor Perry and I met with the MNRF acting District Manager in Bancroft. We discussed four items being;

- Conservation Officers (CO)
- Invasive Species
- Fish Spawning
- Area of Natural and Scientific Interest (ANSI)

Conservation Officers

In the past we have difficulty with enforcement and presence in North Frontenac. Over the last few months we have had a new Conservation Officer, Shane Brownlee, whom I have met with as well last month. Going forward we will have more of a CO presence in the past and the last deer hunting season saw him around quite a bit and many fines were levied during that period. In addition, there were a few road stops where the CO was checking hunters for licensing and harvest results. This issue should now be resolved based on input from the CO and the District Manager.
**Invasive Species**

The District Officer commended our lake associations with their progressive projects related to this issue. They did say this is a massive concern and one that MNRF does not have the resources to tackle all issues and Municipalities and other groups like lake associations need to address these issues as best they can. For the gypsy moth infestation predicted for next season MNRF stated they will not be spraying.

**Fish Spawning**

Ontario Federation of Angers and Hunters (OFAH) is now running the program, funded by MNRF, through community hatchery programs. The contact information is:

OFAH Community Hatchery Program [http://www.communityhatcheries.com](http://www.communityhatcheries.com)
Matt Burley, Community Hatchery Program Coordinator (705) 748-6324 or matt_burley@ofah.org

Joe McCambridge, Manager Pembroke and Bancroft Enforcement Units. (613) 732-5570 or joe.mccambridge@ontario.ca.

**ANSI**

As per the issues raised during our Zoning By-law update process, we discussed these with the District Manager and their prime for this file. For our Provincial designations being Centennial Lake (Life Science) and Summit Lake, (Life Science) we see no issues as they are primarily Crown Land. For the Provincial ANSI Snow Road Station Esker (Earth Science) we will need to follow the requirements for any development as per the Provincial Policy Statement. In addition, the two aggregate locations within the ANSI MNRF is looking at excluding them if they are within an ANSI area.

For Regional ANSIs these are under the control of the Municipality. These include Plevna Cedar Swamp (Life Science), Palmerston Lake (Life Science), and Evergreen Mountain (Life Science). MNRF will still provide advice on any development applications as the Municipality sees fit. In most cases for things like a severance most applications will probably not require further studies. For larger developments in these areas we already have defined what needs to be done including environmental impact studies which would also be required in Provincial ANSIs.

From the Provincial level I am happy with the results of the meeting and the way forward.

From a County level we need to focus on having Regional ANSIs removed from the County Official Plan (OP) and Regional ANSIs to not be treated the same as the Provincial ANSIs. To do this I believe the Township OP could contain policies for ANSI protection for Regional ANSIs based on our focus on protecting the
environment. In addition, we would approach MNRF for their advice on any applications.

In reviewing the ANSIs, I found that our Zoning By-law is incorrect in that we state the adjacent land distance is 120m when according to the Natural Heritage Reference Manual the Province recommends the distance for Life Science be 120m and for Earth Science be 50m. The Township OP states “within 120 metres or as set out in the Natural Heritage Reference Manual.” It is recommended the wording in the Zoning By-law be updated during the 2020 review (Housekeeping) of the Zoning By-law to match the Natural Heritage Manual and the Township’s OP.

Based on this report and the improved relations with MNRF Bancroft I will inform the Minister that his assistance in the ANSI matter is no longer required.

Financial Implications

There are no financial implications related to this report. Going forward we may be asked, or want, to support getting a fish hatchery started and assist with addressing invasive species. A Zoning By-law review has been recommended within the first year of the new Zoning By-law being in place to address any areas of concern; therefore the recommended change to the Zoning By-law will be included in this review.

Recommendation

Be It Resolved That Council receives for information the Mayor’s Administrative Report entitled MNRF Meeting December 11, 2019;

And That Council instructs the Clerk/Planning Manager to update the Zoning Bylaw to include the same distances for adjacent lands of Areas of Natural and Scientific Interest as set out in the Natural Heritage Reference Manual and the Township’s Official Plan during the Zoning By-law Review;

And That Council requests Councillor Perry contact the Ontario Federation of Anglers and Hunters to get further details on the hatchery program and report back to Council;

And That Council requests County Council amend the County Official Plan to remove the policies for Regional Areas of Natural and Scientific Interest and the protection of same be determined by the lower tiers and included in the Township Official Plans.
Administrative Report

To: Members of Council  
From: Ron Higgins, Mayor  
Date of Meeting: January 17, 2020

Re: Economic Development/Business Community Update

Background

At our December 2019 Council meeting Council approved via Resolution # 644-19 myself and the Manager of Community Development (MCD) hosting a meeting with North Frontenac Business Owners to brainstorm ideas to enhance our economy and report back to Council.

Research By

Mayor Ron Higgins

Comments

Councillors Inglis and Fowler also attended this meeting as business owners.

On January 6th we met with 26 business owners to brainstorm ideas. The group was very responsive, and we feel this project will continue on based on the positive feedback.

This is a summary of my opening comments at the meeting. I stated that I wanted an open discussion regarding how to expand and promote business and how the Township and Businesses can collaborate. I provided an overview of the success of the Economic Development Task Force (EDTF) such as being the first municipality in Canada to acquire Dark Sky Preserve Status; establishing the Four Seasons Scenic Route (will be working at enhancing it), developed a
Community Improvement Plan for Businesses (to be reviewed and updated in 2020), and four Mural Projects which have been a success.

I advised that it is important to engage businesses within North Frontenac to work in collaboration to achieve goals and asked those present for input on how to utilize their past experiences to identify improve opportunities. I also stated that North Frontenac is very seasonal, and it is important to identify opportunities to enhance business in the off season.

The following is a high-level summary from the input and suggestions received and detailed minutes will be available in my report in February.

- Communications for businesses can be improved
  - Business page on website is outdated
  - Use the electronic sign in front of the Municipal Office for business activities
  - Maybe profile one business a month
  - More bulletin boards and a listing of the current bulletin boards so businesses can better take advantage of advertising on them
  - Implement You tube videos
  - Annual mailouts at tax time (they would help with cost)
  - Identify and post opportunities for funding

- Put in place a formal welcoming committee for new businesses/owners
- Have a mentorship program for new businesses/owners
- Have a business expo once a year in April and/or organize a bus tour for Business Owners to go to businesses throughout the Township which would assist in them understanding what each business has to offer
- Township could market more
  - Dedicated B&B web page
  - Trade shows
  - More Township Funding needed
  - Use car wrapping to market the Township and Businesses.

- Profile a business once per month
- Improve garbage/recycling for businesses
- Establish winter trails
- Put together a tourist map for NF
- Establish a winter tourism event
  - Pond hockey tournament
- Attract developers to provide accommodations
  - Need to make it more attractive for developers
  - Priorities – Retirement home and Motel
- Reduce red tape and associated costs
- Recognize business for their longevity not just new businesses
- Have an interactive web page (events calendar) for businesses to allow them to post their activities and functions
• Have a dedicated economic development person (full time who is only dedicated to Economic Development)
  o Grants
  o Mentorship
  o Communication
• Utilize initiatives from neighboring municipalities
• Recreation center or program for activities for our visitors such as;
  o Pickleball
  o Curling
  o Bowling
• Establish a Township entity (such as an Economic Development Corporation) to pool resources such as liability insurance.
• Establish a Farmer’s Market
• Simplify the process for lot severances
• Establish a program to attract retirees (aging population wants places like NF)
• Be shovel ready to access grants as they arise such as;
  o Scenic route
  o Attractions on other roads
  o Trails

Myself and the MCD will be meeting with the businesses again on February 3, 2020 at the Clarendon Miller Community Hall at 6 pm to solicit additional input and to identify three top priorities to work on this year.

There are suggestions above that would fit well with our current EDTF when they review their strategic plan.

Financial Implications

Up to $200 for Refreshments and light lunch to be taken from the Economic Development – Promotions Budget

I would like to suggest that we use $30K (rough estimate and will finalize in February for consideration at the Special Council Meeting to be held to discuss the Municipal Modernization Reserve Fund, prior to finalizing the 2020 Budget from the Modernization Fund to be used to improve business communications, market our businesses, attract developers and attend trade shows, signage for events, etc.

Recommendation

Be It Resolved That Council receives for information the Mayor’s Administrative Report entitled Economic Development/Business Community Update;
And that Council approves the Mayor and MCD hosting future meetings with North Frontenac Business owners to solicit additional input and to identify three top priorities to work on this year;

And That the Mayor shall report back to Council information based on feedback from our Businesses with respect to their additional input and top priorities;

And That Council approves up to an additional $1,000 in 2020 being spent for future meetings and the funds shall come from the Economic Development – Promotions budget.
Notes of the Economic Development Task Force (EDTF) Meeting Held on Wednesday December 18, 2019 at 7:00 PM at the Municipal Complex, Council Chambers.

Present: Councillor Fred Fowler (Meeting Chaired by Councillor Fred Fowler, as Councillor John Inglis to arrive late), Councillor Inglis (arrived at 7:50 pm), Tom Sheppard, Dan Vaillancourt, Paul Thiel, Corey Klatt – Manager of Community Development (MCD) and Lori Newman (Secretary).

Absent with Regrets: Art Hannigan, Betty Hunter and Debbie Emery.

1. Call to Order:

The meeting was called to order by the Chair at 7:00 p.m.

2. Disclosures of Pecuniary Interest & General Nature Thereof:

None.

3. Delegations:

None

4. Economic Development Task Force Notes:

a) Notes of the November 20, 2019 EDTF Meeting as approved via email by members of the Task Force and received for information by Council at the December 13, 2019 Regular Meeting of Council.

5. Business Arising:

a)(i) Update re: Review of Draft Guidelines for Accommodation, as provided by Richard Allen, Frontenac County Manager of Economic Development and Megan Rueckweld, Frontenac County Manager of Community Planning – Council Resolution # 586-16 – Manager of Community Development (MCD)

The MCD advised the EDTF that Megan Rueckweld, Frontenac County Manager of Community Planning presented the Draft Guideline for Accommodation to Council at the November 22nd Council Meeting and that Council approved the Guidelines. The MCD was instructed to add the Guidelines to the Township’s website with the inclusion of waste information under the Regulations tab (this has been completed). Council also requests
the EDTF investigate hosting education sessions and prepare a Guideline to be provided to residents who offer short-term accommodations. Art Hannigan is completing a Draft Power Point Presentation regarding the Guidelines for Accommodation. Dan Vaillancourt also offered to assist and will send his ideas to the EDTF in the near future.

a)(ii) Update from Dan Halladay (CBO) re: requests for Tiny Homes, short term accommodation buildings as discussed at last EDTF Meeting - MCD

The MCD checked with Dan Halladay, CBO to determine whether or not he has been contacted for potential building permits for short term accommodation opportunities in North Frontenac. Dan reported that he has not as of yet.

b) Update re: Building to house the Fred Lossing Telescope and whether or not smaller building would work and need for building permit – Councillor Inglis, Tom Sheppard and MCD.

The MCD spoke with Dan Halladay, CBO to determine if we would still require engineered drawings if the building is under 108 square feet and not to be inhabited by stargazers. He said that it would not require a permit however he would like to see the plans.

The EDTF previously discussed the idea of looking at a collapsible or movable building however the majority of members were not in favor of this option and would like to continue to look into other funding options. Fred Fowler and John Inglis each offered to draft separate building plans to consider. Dan Vaillancourt will email the building specification information to Fred. The plans will be reviewed at an upcoming meeting.

c) Update re: Community Improvement Plan (CIP) – MCD

The MCD reached out to Megan Rueckweld, Frontenac County Manager of Community Planning and Tara Mieske, Clerk/Planning Manager for the Township of North Frontenac for input regarding suggestions made at the last meeting to enhance the Township’s Community Improvement Plan (CIP), per the EDTF’s 2019 Strategic Plan. Megan advised County Staff have included time in their 2020 work plan to update our CIP (awaiting approval from County Council) and she will check to ensure that the previous suggestions are eligible and meet the criteria for a CIP. The MCD will report back to the EDTF and recommendations for potential updates to the CIP will be made to Council by the EDTF in the future.

Notes of a Meeting of the Economic Development Task Force
December 18, 2019
2 of 4
The MCD suggested that each member of the EDTF choose a Municipality in Eastern Ontario and look at their CIP and bring back information to the next meeting to pass along to Megan and Tara.

Tom Sheppard will look into the Campbellford & Areas CIP; Fred Fowler offered to look at the CIP from the Deep River area; Paul Thiel will look at Tweed/Madoc; the MCD will look at Central Frontenac’s CIP as it was recently updated; and Dan Vaillancourt will look at the Petawawa/Pembroke or North Bay areas and report back to the EDTF at our next meeting.

d) Round 5 Art Mural Project – Discussion re: potential recommendations in the 2020 Budget for a Round 5 Mural Project.

The MCD advised two of the murals from Round 4 have been installed. The others will be installed in the spring.

The EDTF discussed a potential Round 5 Mural Project for various locations throughout the Township in 2020. The proposed budget for this project including the cost of a Newspaper advertisement; a donation to the artists for painting supplies and the costs of plywood and material required to install the material is estimated to be approximately $1,800. The MCD will include this in the draft 2020 Budget for Council’s consideration.

6. Communications:
None

7. New Business:

(a) Discussion re: 2020 Economic Development Task Force Budget.

The EDTF recommended the MCD change the amount of advertising costs in the proposed draft 2020 Budget from $3,000 to $2,500 and to change the amount for the second entrance to the Dark Sky Preserve from $8,000 to $10,000 for Council’s consideration at 2020 Budget Deliberations.

(b) Discussion re: Mayor Higgins setting up meeting with Local Businesses To determine ways the Township can work with the Businesses to promote and attract new Businesses.

Councillor John Inglis (Chair), arrived at 7:50 p.m. and took over as Chair. The EDTF discussed Mayor Higgins setting up meeting with Local Businesses
to determine ways the Township can work with local Businesses to promote and attract new Businesses.

8. Adjournment:

Meeting adjourned at 8:20 p.m.

The next meeting of the EDTF will take place on Wednesday January 15th, 2020 at 7:00 pm, at the Municipal Complex Council Chambers located at 6648 Road 506, Plevna.

Recommendations to Council

Be It Resolved That Council for the Township of North Frontenac receives for information the December 18, 2019 Notes of the Economic Development Task Force (EDTF).

Received by Council on January 17, 2020

______________________________
Councillor John Inglis, Chair
Township of North Frontenac
Economic Development Task Force
Notes of a Meeting of the Community Policing Advisory Task Force held on December 11, 2019, in the Council Chambers at the Municipal Office, 6648 Road 506, Plevna ON.

Present:
Council Representatives: Councillor Fred Fowler (Chair) and Councillor Vernon Hermer
Community Representatives: Ted Blackmore, Jocelynn Lemke and Paul Thiel
Ontario Provincial Police (OPP) Representatives: Staff Sergeant Sharron Brown - Frontenac Detachment.
Municipal Staff: Brooke Drechsler, Deputy Clerk/Assistant to the Planning Manager (Secretary)

Absent with Regrets: Ontario Provincial Police (OPP) Representative - Lennox and Addington Detachment

1. Call To Order
The Chair called the meeting to order at 2:35 p.m.

2. Approval of the Agenda
The Task Force approved the Agenda by consensus.

3. Disclosures of Pecuniary Interest and General Nature Thereof
None disclosed.

4. Delegations
None.

5. Approval of Notes
The Task Force received for information the Notes of a Meeting held September 11, 2019 which were previously approved via email. (Received for Information by Council on September 27, 2019).

6. Business Arising Out of Minutes
None.

7. New Business
a) Police Services Board Report – Wards 2 and 3
Brown reviewed the Detachment Record Management report with the Task Force. She advised Property Crimes numbers were down for the quarter and year to date. She noted there may be an increase in Drug Crime numbers. Brown noted Clearance Rates do not appear as high as in the past, as the Statistic Canada requirements for reporting have changed. She advised Records Check numbers have an ebb and flow, dependent on the time of year.

Brown advised there had been one Public Complaint filed; however the complaint was withdrawn by the complainant.
Brown advised there are 3 members retiring and 4 new Officers coming in 2020. She noted the Provincial Government requires detachments to maintain a 5% vacancy rate. Fowler asked if there would be an impact on services. Brown advised there should be no impact on the level of service North Frontenac receives. She noted the Sharbot Lake Detachment is fully staffed, with 2 positions per platoon.

Brown advised Motor Vehicle Collisions were down and year to date charges were down in regards to traffic enforcement. She noted if a service call is received, the officer performing traffic enforcement would respond to the call. Fowler asked if the Highway Safety Division was still active in the OPP. Brown advised the Division is still in effect. She noted there was a staffing shortage during the summer months which resulted in a change in the reporting.

Hermer asked if Brown had an update regarding the individual(s) who impersonated a police officer earlier in the year. Brown advised she had no further update but was continuing to educate the public with respect to safety.

Fowler asked Brown to provide an update regarding Seniors and Law Enforcement Together (SALT). Brown advised she attended 4 meetings in the fall and there was a good turnout (40-45 people). The meetings were held with the Diners Club, with a free lunch provided.

Brown advised funding had been received from New Horizons, with part of the funds earmarked to increase the SALT presence in North Frontenac. She noted the grant from the Retired Teachers of Ontario had been unsuccessful. She advised there were further funding requests being considered; however, these funds would not be available until March 2020. Brown advised the inclusion of a free lunch seemed key to encouraging participation in the meetings. She advised the Mayor of North Frontenac suggested SALT approach the County of Frontenac to discuss funding for the lunches. Fowler suggested Brown approach the Council of North Frontenac as a delegation to request funding for SALT. Brown advised she would provide the information included in the original grant request. Fowler advised the information could be sent to members of Council as a Communications Item for discussion in 2020.

Thiel suggested a possible partnership with the Diner’s Club. Brown advised people may be reluctant to attend the meetings due to the cost of the lunch. She noted the free lunch encouraged seniors to get out into the community. Thiel noted it may be possible to offset the cost of some of the lunches, reducing the cost from 40 lunches to 6 lunches (approximately).

b) Proposed 2020 Community Policing Advisory Committee Task Force Meeting Dates.
The Task Force selected the following dates for the 2020 meetings:
March 11, 2020 @ 3:00 p.m.
June 10, 2020 @ 3:00 p.m.
September 9, 2020 @ 3:00 p.m.
December 9, 2020 @ 3:00 p.m.
c) Community Safety and Well-Being (CSWB) Plan
Brown advised the CSWB Planning Committee met in late November. She advised the plan must be in place by 2021. Brown advised the plan will include appendices specific to each Township in the County, identifying the priorities of each Township. She advised the CSWB plan is mandated by the Province.

d) Ontario Association of Police Services Board (OAPSB)
Brown advised the OAPSB discussed the proposed changes to the Police Services Act and the potential impact on the OAPSB and CPAC committees. She noted the possible amalgamation of CPACs and Boards within Townships. She advised this would impact the reporting structure, with no change in services. She advised the proposed changes are being introduced by the Province and the regulations have not been introduced at this time.

Fowler asked if there would be a change in the community representation at the table. Brown advised she cannot comment on the composition as the regulations have not been made public. However, she asked if the Task Force had considered attending OAPSB meetings for information purposes (i.e. legislative changes).

8. Communications
None.

9. Next Meeting Date
The next Meeting Date for the CPAC Task Force is Wednesday, March 11, 2020 at 3:00 pm.

10. Adjournment
The meeting adjourned at 3:27 p.m.

Recommendations for Council’s Consideration

Approved in principle by the Task Force ________________, 2019.

Received by Council ________________, 2020.

______________________________
Councillor Fred Fowler, Chair, CPAC
Township of North Frontenac
Minutes of the Meeting of the Kaladar/Barrie Joint Fire Committee held on September 20, 2019 at the Northbrook Fire Hall, 11905 Highway 41, Northbrook Ontario.


Also Present: Casey Cuddy, Kaladar/Barrie Fire Chief; Christine Reed, Treasurer; Tara Mieske, Recording Secretary; and Eric Korhonen, Director of Emergency Services/Fire Chief, Township of North Frontenac.

1. Call to Order
The Secretary called the Meeting to order in the absence of the Chair at 9:00 a.m.

2. Approval of the Agenda
Moved by Kirby Thompson, Seconded by Gerry Martin #35-19
Be It Resolved That the Committee approves the Agenda for the Joint Fire Committee Meeting dated September 20, 2019, as circulated.
Carried

3. Disclosures of Pecuniary Interest and General Nature Thereof
None declared.

4. Delegations
None.

5. Adoption of Minutes
Moved by Gerry Martin, Seconded by Kirby Thompson #36-19
Be It Resolved That the Committee adopts the Minutes of a Meeting of the Joint Fire Committee dated May 10, 2019 as circulated.
Carried

6. Business Arising out of the Minutes
a) Resolution #27-19 – Recommendation to North Frontenac Council and Addington Highlands Council to Approve Additional Funds for the Replacement of Mini Pump 651.
Moved by Gerry Martin, Seconded by Kirby Thompson #37-19
Whereas the Committee passed Resolution #27-19 at their meeting on May 10, 2019 receiving for information the Kaladar/Barrie Fire Chief's Administrative Report entitled "Mini Pump 621 Replacement"; and that the results from the Request for Proposal (RFP) issued for the replacement of the Mini Pump 621 received 2 bids that were over budget and did not meet the requested specifications; therefore the RFP was reissued with revised specifications and conditions; and that the estimates are higher than the approved 2019 Budget therefore the Committee recommends to each Council to approve the additional funds for the replacement of Mini Pump 621 up to a maximum of $395,000 to be transferred from the Kaladar Barrie Joint Fire Board Reserve Funds; and that this Resolution be provided to both Councils for consideration;
Therefore Be It Resolved That the Committee receives for information North Frontenac Council Resolution #357-19 passed on June 14, 2019 and Addington Highlands Resolution #315-19 passed on May 10, 2019 approving this request. Carried

b) Resolution #29-19 – Amendments to the Procedural Policy.
Moved by Gerry Martin, Seconded by Kirby Thompson
Whereas the Committee passed Resolution #29-19 at their meeting on May 10, 2019 receiving for information the Secretary’s Administrative Report entitled “Amendment to Procedural Policy – Declarations of Conflict of Interest” and that the Committee approved the amendments and instructed the Secretary to make the amendments and provide a copy the amended Policy and the Declaration of Pecuniary Interest Form to each of the Committee Members;
Therefore Be It Resolved That the Committee approves the amended Procedural Policy and the Declaration of Pecuniary Interest Form. Carried

7. Member Reports and Staff Administrative Reports
   a) Fire Chief – Kaladar Barrie Fire Department 2018 Annual Report
Moved by Kirby Thompson, Seconded by Fred Perry
Be It Resolved That the Committee receives for information the Kaladar/Barrie Fire Chief’s Administrative Report entitled “Kaladar Barrie Fire Department 2018 Annual Report”. Carried

8. Financial Reports
   a) Treasurer –
      i. Budgetary Control Report for January 1, 2019 to September 30, 2019;
Moved by Gerry Martin, Seconded by Kirby Thompson
Be It Resolved That the Committee receives for information Budgetary Control Report for the period January 1, 2019 to September 15, 2019 for the Kaladar/Barrie Fire Department;
And That the Committee receives for information the Treasurer’s General Ledger for the period of January 1, 2019 to September 15, 2019 for the Kaladar/Barrie Fire Department;
And That the unaudited financial information provided is subject to adjustments that may be identified when audit work is performed on the year-end financial statements, which could result in significant differences from the unaudited financial information. Carried

9. Communications
   a) Request from North Frontenac Deputy Mayor Fred Perry – Removal of Brush from along Highway 41 at the Barrie Fire Hall to Improve Visibility.
Moved by Kirby Thompson, Seconded by Gerry Martin
Be It Resolved That the Committee receives for information a request from Fred Perry, Member, requesting the Secretary add the removal of brush from along the Highway at the Barrie Fire Hall to improve visibility when entering onto the Highway from the Hall to the Agenda;
And That the area was brushed in August and that due to the berm it is difficult to see; And That the Committee requests the Chair send a letter to MTO requesting they brush along the highway for site lines due to safety entering the highway on behalf of both Townships.
Carried

10. Public Forum
None.

11. Closed Session
Moved by Gerry Martin, Seconded by Kirby Thompson #42-19
Be It Resolved That the Committee shall go into Closed Session at 9:17 a.m. to:
a) To Adopt Minutes of a Closed Meeting of the Committee dated May 10, 2019;
b) To Consider Personal Matters about an Identifiable Individual, Including Municipal or Local Board Employees, more specifically the Fire Chief’s Performance Appraisal.
Carried

Return to Open Session
Moved by Gerry Martin, Seconded by Henry Hogg #43-19
Be It Resolved That the Committee returns to open session at 9:28 a.m.
Carried

12. Rise and Report
None.

13. Adjournment
Moved by Gerry Martin, Seconded by Henry Hogg #44-19
Be It Resolved That the Committee moves to adjourn at 9:42 a.m. until January 10, 2020 at 9:00 a.m. or at the call of the Chair.
Carried

Chair

Secretary
Minutes of the Meeting of the Committee of Adjustment/Planning Advisory Committee for the Township of North Frontenac, held Monday, November 18, 2019, in the Council Chambers, Municipal Office, 6648 Road 506 Plevna, Ontario

Present: Barbara Sproule, Chair; Carl Tooley, Member; Janice Arthur, Member; and Gerry Lichty, Alternate Member.

Also Present: Tara Mieske, Secretary/Treasurer (Clerk/Planning Manager); Brooke Drechsler, Deputy Clerk/Assistant to the Planning Manager; Megan Rueckwald, Manager of Community Planning, County of Frontenac; Jennie Kapusta, Community Planner, County of Frontenac; and Councillor Fred Fowler, Council Liaison.

1. Call To Order
The Chair called the meeting to order at 1:00 p.m. and read the opening remarks.

2. Approval of Agenda
Moved by Janice Arthur, Seconded by Carl Tooley #49-19
Be It Resolved That the Committee approves the Agenda for the November 18, 2019 Meeting, as amended to hear Item #7 ahead of #6.
Carried

3. Disclosures of Pecuniary Interest and General Nature Thereof
Arthur declared a pecuniary interest (see attached form).

4. Delegations
None.

5. Adoption of Minutes
Moved by Carl Tooley, Seconded by Janice Arthur #50-19
Be It Resolved That the Committee adopts the Minutes of a Meeting of the Committee of Adjustment/Planning Advisory Committee held on October 21, 2019, as amended.
Carried

7. Consent Applications
a) B7/19 & B9/19 – NF (Pa) Estate of Deloris Maly (River Road) – Creation of Two New Lots.
Bruce Maly, Representative for the Estate of Deloris Maly, was present for the hearing.

Sproule advised she attended the site for the inspection and the Marking Cards were clearly posted. She noted the sketch provided with the application was incomplete and did not including civic addresses, buildings, etc. She noted the small triangle parcel on the south side of Lothlorian Road appears to be too small to be considered a standalone lot. Mr. Maly advised the lot is roughly 2 acres with frontage onto Lothlorian Road.

Sproule asked Mr. Maly to consider deeding the property to the Township if the property is not large enough for a separate lot. Mr. Maly advised he would prefer to have the lot
remain with the retained lot, as there are resources on the lot such as lumber and minerals. Kapusta advised a clause could be included as a condition stating the lot can’t be transferred independently from the retained lands.

Sproule asked Mr. Maly about the Right-of-Way. Mr. Maly advised it was created to allow the family access to a well. He noted he would like to have the Right-of-Way removed as it is not required.

Sproule noted Lot C was identified as the retained land and a septic system was indicated. Sproule noted the retained parcel is over 50 acres. She advised the planners indicated studies would be required for the lot to stand-alone. She noted if the lot was created and sold, the new owners should be responsible for the required studies for development. Kapusta advised these studies are required to ensure appropriate building envelopes. She noted there is an extensive Environmental Protection (EP) area on Lot C and the ground may not be structurally sound. She advised there is the potential for creating a lot that is unsuitable for development. Therefore Kapusta advised she is recommending it be a lot addition to the already developed lot.

Sproule advised 50 acres seems like enough area to create a building envelope. Kapusta advised she would not be comfortable recommending approval without the required studies; however she noted the decision to approve the application is up to the Committee.

Lichty advised he understands the issues with environmental concerns and soil issues; but noted due diligence should be done by a prospective buyer. Lichty asked how long the property had been within the family. Sproule advised the family had the property in the early 1900s and it was farmed originally. She noted there were mines on the west side which were mined for ore.

Sproule noted the Planner’s Report indicated there was no need for studies if Mr. Maly proceeded as a lot addition unless there is development in the future and the studies would be required prior to the issuance of a building permit.

Sproule asked for clarification of “Certificate of Official” and asked why the Planners were recommending the issuance of the Certificate for B7/19 prior to B9/19. Rueckwald advised the Certificate of Official is created when the conditions imposed by the Committee have been met and is signed and stamped by the Secretary. Rueckwald advised one of the side lots have to be created prior to Lot B being created. If a side lot is not created, 2 lots would be created without the proper process.

Mr. Maly advised the triangle section of land on the east side of Richie Road does not belong to the Maly property and is not part of the severance application. Rueckwald noted the triangle piece was included in the Municipal Property Assessment Corporation (MPAC) mapping boundaries and noted there are occasions when this information is incorrect. Rueckwald advised the boundaries will be corrected when the legal
information is provided. She advised the measurements were provided to address road frontage and do not form part of the severance application.

Kapusta advised she had concerns with the EP area and the Mineral Extraction area on Lot C and she would recommend adding to the smaller parcel. Tooley advised he agrees with Sproule’s statement there should be a potential building envelope on such a large parcel. Lichty agreed there is no need for studies on the parcel.

Fowler asked if the same provision would apply to the other lots. Kapusta advised there are no organic soils or Natural Hazards on the other lots and there is some existing development.

Mieske read aloud the public comments received regarding the severance applications.

Rueckwald advised the proposed lots comply with the required lot frontage and area. She noted if the registered survey is not similar to the sketch provided with the application, Mr. Maly would have to begin the severance process again. She noted the issues with boundaries are a civil issue. She advised if there is discrepancy when the Registered Plan is provided for review, the Committee can reconsider the application.

Mr. Maly advised the severance application is only for the property located on the west side of the road and does not include any property on the east side.

Betty Lou McCann, neighbouring property owner, advised the triangle shaped piece on the east side of the road is part of a problem identified in conversion in 2003. She advised the east and west side were identified as half lots in a square shape. Ms. McCann advised that, by title, the Maly estate owns part of her front lawn. She advised she has no issue with the proposed severance applications; however, she has an issue with the timing of applications. Ms. McCann advised Nancy Grazelle, of Service Ontario, has made decisions with respect to the area that encompasses the other triangle, which is connected to the property with an old log cabin. Sproule advised the proposed severance does not include this area.

Ms. McCann advised the area belongs to Mr. Maly’s PIN. She advised she had applied to Nancy Grazelle to fix the issues. She noted land conversions caused odd pieces on the west side of Lot 25. Ms. McCann advised she is concerned with what will happen if the land is not dealt with prior to approval of the proposed severances and she would like the applications deferred until rulings are received on the properties with title issues.

Sproule advised if the proposed severances are approved, the registered surveys must match the sketch provided or the applicants must start the process again. Sproule noted the Committee cannot deal with boundaries or property lines. She advised if the information provided is incorrect, the application will lapse.
Ms. McCann advised this is not a simple issue and she could provide the Committee with the report from Nancy Grazelle. She noted there are title issues and she has issues with the applicant moving forward without a ruling on the properties.

Rueckwald advised the issue of boundaries and property lines are civil matters and not matters before the Committee. She noted the conditions imposed must be met prior to the deeds being issued.

Ms. McCann advised the drawings provided are inaccurate. Rueckwald advised the mapping provided with the Planning Report was created using MPAC assessment information and PIN information. She noted the MPAC information is not always accurate.

Ms. McCann advised there are huge issue with boundaries in the area. She asked the Committee acknowledge there are issues with the boundaries impacting property owners. Ms. McCann noted she had approached the Township and was told to contact MPAC. She noted the severance process will add one more layer of confusion to the issues and wanted to ensure all the land title issues could be fixed.

Tooley advised he understands Ms. McCann’s concerns but noted the Committee can’t get into legal issues. He advised they can only look at the information provided by the applicant. He advised if the application is deferred until the issues are fixed, this could take years.

Sproule advised the Secretary will review the registered survey to make sure it follows the sketch provided with the application.

Ms. Belafontaine, neighbouring property owner, advised she has no objections to the proposed severance; however she would like to obtain an independent survey opinion.

Sproule asked the Planners if the public could view the registered survey provided by the applicant. Rueckwald advised the registered survey would not be available to public. She advised the lots must comply with the Zoning By-law. She noted the survey and deeds would be reviewed to ensure the information is accurate.

Mieske read the standard conditions, as well as the conditions recommended in the Planning Report, and explained what would be required by the applicant.

Sproule asked if Mr. Maly would prefer to deal with Lot C as a lot addition or as a stand-alone lot. Mr. Maly advised he would leave Lot C as a lot addition so as not to complicate the application further.

Tooley asked if Mr. Maly like to proceed, with all the information presented at the meeting including the conditions, recommendations from Planners and comments from public.
Mr. Maly advised he would like to go ahead and deal with the issues as they arise. He noted if members of the public are getting their own survey, the issues should be resolved. He noted this is an estate, which has to be settled and advised he does not feel responsible to settle PIN issues of other property owners. Mr. Maly acknowledged that he understands if there is discrepancy between the registered survey and sketch provided to the Committee, he will have to start the process again.

Paul Fisher advised he is positive the boundary lines will not match. He noted he has done extensive research on the log cabin. Mr. Fisher noted he does not feel the information provided by Mr. Maly is correct. He advised that, other than a desire to clean up estate issues, he did not see a reason not to wait to approve the proposed severance application.

Rueckwald advised the issue of the lot addition does not have to be considered at this meeting as the lots may merge when placed into the same ownership, depending on how the lawyer deals with the lots. She noted the lot addition does not have to be included as a condition; however she advised the Committee should add a condition that there should be an agreement that the small triangle created by the transfer of Lothlorian Road cannot be sold independently.

Moved by Gerry Lichty, Seconded by Carl Tooley #51-19

Be It Resolved That Severance Applications B7/19 and B9/19 NF (Pa) – Estate of Deloris Maly, Part of Lots 24 and 25, Concession 2, geographic Township of Palmerston, for the creation of Two New Lots shall be approved subject to Standard Conditions #1, 2, 3, 4, 5, 7 and 12;

And That a condition be added that the lot to be created through Consent Application B/07-19-NF (Pa) must be finalized and registered at the Land Registry Office prior to the issuance of the Certificate of Official for the lot to be created through Consent Application B/09-19-NF (Pa);

And That a condition be added that the Lothlorian Road be surveyed at a width of 20 metres wide along the length of Lothlorian Road which crosses over the subject lands; as a separate part at the owner's expense; these lands be dedicated to the Township of North Frontenac and the deed from the owner to the Corporation of the Township of North Frontenac shall include the following clause: "The Transferor hereby transfers the lands to the municipality for the purpose of widening the adjacent highway pursuant to Section 31(6) of the Municipal Act, 2001, Chapter 25, as amended"; the Transfer/Deed for the land to be dedicated shall be registered by the Owner at the Owner's expense; and a letter of opinion of a solicitor qualified to practice law in the Province of Ontario be provided to the Secretary-Treasurer prior to stamping of Deeds confirming that the municipality acquired good and marketable title to the land free and clear of all liens and encumbrances;

And That a condition be added that the triangle created by the transfer of Lothlorian Road have an agreement registered that this parcel cannot be sold independent of the retained lands;

And That the Secretary shall issue a Notice of Decision by December 3, 2019 using the Conditions listed above;
And That the Secretary shall forward the Notice to the Applicant and each person or public body that made a written request to be notified and any other person or public body prescribed;
And That all conditions shall be completed within a period of one year after Notice of Decision was given under subsection 53(15) or 53(24) of the Planning Act.
Carried

7. Business Arising From Minutes
a) Minor Variance Application A5/19 – Gordon and Patricia Wight (1062 Maple Lane) – Relief from the following Sections of Zoning By-law #55-19:
   i. 3.24(d) – Renovation, Repair and Reconstruction of Existing Non-Complying/Non-Conforming Building;
   ii. 3.27(e) and 4.9.3 (a) - Reduction in Setback from High Water Mark of Waterbody;
   iii. 3.27(g) – Reduction in Setback of All Main Use Structures from a Private Lane/Right-of-Way.

Jerry Salmond, Agent, and Earl Salmond were present at the hearing.

Sproule advised the Committee had requested revised plans and information about the foundation from the applicants. She noted there were many items in the application review and suggested the Committee review each item individually.

Earl Salmond presented a detailed sketch regarding the distance between the high water mark and the foundation to the Committee for information purposes.

Sproule asked if Mississippi Valley Conservation Authority (MVCA) had been consulted with respect to the work being proposed by the shoreline. Rueckwald advised it is standard practice to consult with MVCA as part of the Minor Variance process. This ensures the Committee is approving work the applicant can obtain a permit for.

Note: Dan Halladay, Chief Building Official (CBO) arrived at this time.

Mr. Salmond advised there is bedrock throughout the area. He noted he will dig down as far as possible, which appears to be approximately 6 to 10 inches. He advised proper silt fencing will be in place to protect the lake from debris.

Tooley asked the CBO to confirm the requirement is dig down 4 feet or until excavation hits bedrock. The CBO confirmed that is what is required and Mr. Salmond agreed with the CBO. Tooley asked the CBO to advise if the 4 foot depth would apply if fill was added to the area. Halladay advised the area must be undisturbed to determine the 4 foot depth.

Lichty noted there is a concrete pier on the side of the deck and the foundation across the front appears to be mixed. Mr. Salmond advised the plan is to remove and rebuild one end of the cottage. Arthur noted she had measured the distance between the rock
Tooley noted he is concerned about equipment coming down the laneway, the removal of vegetation, the demolition of the deck and the debris that will potentially go in to the lake. He advised the demolition and reconstruction work does not appear minor. Mr. Salmond advised he will put MTO approved silt fencing up to protect the shoreline. Rueckwald noted MVCA had included recommendations in their report with respect to the use of silt fencing during construction and revegetation of the area when the construction has been completed.

Arthur advised she was disappointed the applicants did not submit accurate plans. She noted the plans submitted lacked dimensions and advised the increase in the footprint seems to be 24%. She noted the increase in living space with the inclusion of the loft is 60%. She advised the increase in the volume of the entire structure more than doubles with the proposed reconstruction. Arthur stated she agrees with everything the applicants have requested except for the new deck and the loft area.

Mr. Salmond advised the loft area would be located at the back of the cottage and is not intended for living quarters, only additional storage. He advised the roof line would slope towards the back.

Rueckwald noted the request for height complies with the provisions in the Zoning By-law. She advised the Minor Variance was required as the applicants are proposing to expand within the 30 metre setback. She noted the additional footprint on the ground is supported by the Planners, as they prefer to see a structure go up as opposed to expanding further out. She noted the Planners consider where the current structure is and what could be rebuilt. Rueckwald noted a decision of the Ontario Municipal Board (now Local Planning Appeal Tribunal) regarding the right to rebuild in the same footprint has set precedence. She advised property owners have the legal right to demolish a structure and rebuild in the same footprint, regardless of the setbacks. She advised, based on the topography of this property, there is limited space for the structure to be moved back and rebuilt, as the new septic system is being installed beyond the 30 metre setback. Rueckwald advised the request for additional decking on the side of the cottage is not supported as there is adequate decking. She noted a 60% increase in living space may be considered minor on some properties, but not on other properties.

Arthur advised she still maintains the increase in volume is not minor. Rueckwald advised the Committee should consider the impact of the development as a whole. Tooley noted an increase in living area may increase the amount of people using the property.

Mr. Salmond advised the loft area will only encompass half of the building and be used as a storage area. Arthur noted the proposed cottage will be 15 feet high at the back and 18 feet at the front. She advised this increase is substantial.

Rueckwald noted that, prior to the Township's new Zoning By-law, a Minor Variance was not required if the proposed construction did not encroach closer to the high water mark.
Lichty advised he is in favour of squaring off the building but remains unsure of the proposed upper level. He noted the proposed increase in height does meet the provisions of the Zoning By-law.

Tooley asked Mr. Salmond if the new roof would be shingles or steel. Mr. Salmond advised it would be a steel roof. Tooley asked if eaves troughing would be installed at the back of the building to deal with run off. Mr. Salmond advised it would. Rueckwald advised eaves troughing was also a recommendation from MVCA.

Tooley noted the new septic system is an improvement; but asked for confirmation that KFL&A Public Health was supportive. Kapusta advised the septic system is being installed outside the 30 metre setback. She noted, as per Public Health, the pump chamber must be located beside the cottage and is considered plumbing; therefore a Minor Variance is not required for the pump chamber. Sproule noted the septic tank and field have been located on top of the hill, outside of the required setback.

Arthur advised MVCA, in their report, supported moving the cottage beyond Maple Lane and she agreed with this recommendation. She noted she would like the CBO’s opinion on possible relocation of the cottage. The CBO advised it was not his place to offer an opinion on relocation. Mieske advised the Committee the new Zoning By-law allows residents to rebuild a structure in the same footprint provided there is no increase in size.

Lichty noted there are hydro lines located across the back lot, in the area the septic system is being installed.

Tooley advised he is supportive of the reconstruction in the same foundation, provided the building is the same size, with an interior reconfiguration; however he advised he does not support the loft space.

Sproule advised she also agrees the loft should not be permitted and she supports the recommendations from MVCA. She advised the cottage should have a single roof with no loft area.

Arthur advised the new section of the cottage has a shed style roof. She advised the roof line could be 8 feet at the back of the dwelling, with the front matching the newer section of roof line.

Rueckwald asked if the concern of the Committee is the increase in living space or the increase in volume. She advised, if the application was deferred, the Committee should provide further direction to the Applicants. If there is no increase in height, the applicants could come back with drawings indicating what could be done.
Mr. Salmond advised the applicants would prefer a small building with an open sitting area and the intent was to create additional storage space. He advised the applicants did not want to encroach any closer to the water.

Sproule advised the Committee would not support an additional deck on the north side of cottage; however she advised they would support the addition to the rear of the cottage and to enclosing a portion of the south east corner of the deck to be used as living space. Arthur advised she was in agreement with enclosing the deck with the outdoor fireplace as a compromise to denying the loft.

Sproule reiterated the Committee is not in favour of the decking along the side of the cottage or the loft. She noted a single roof no taller than existing new roof, which would follow the same roof line as the existing roof, would be supported.

Note: Brooke Drechsler left the meeting at this time.

Moved by Janice Arthur, Seconded by Carl Tooley #52-19
Be It Resolved That Minor Variance Application A5/19 — Gordon and Patricia Wight, Part of Lot 23, Concession 7, Geographic Township of Barrie, shall be approved as per the Decision dated November 18, 2019;
And That the Secretary shall forward a copy of the Notice of Decision to the Applicant and each person or public body that made a written request to be notified and any other person or public body prescribed by November 28, 2019.
Carried

8. Minor Variance Applications
a) A8/19 — Kris and Brooke Quarrington (1124 Young Lane) - Relief from Section 3.24 (d) of Zoning By-law #55-19 regarding the Renovation, Repair or Reconstruction of an Existing Non-Complying/Non-Conforming Building or Structure
Moved by Carl Tooley, Seconded by Gerry Lichty #53-19
Be It Resolved That Minor Variance Application A8/19 — Kris and Brooke Quarrington Part of Lot 32, Concession 5, Geographic Township of Palmerston, shall be deferred to a future Committee of Adjustment/Planning Advisory Committee meeting.
Carried

Note: Janice Arthur left at this time.

9. Other Business
a) Clerk/Planning Manager (Secretary) — Administrative Report — Proposed 2020 Committee of Adjustment Meeting Dates.

Moved by Carl Tooley, Seconded by Gerry Lichty #54-19
Be It Resolved That the Committee receives for information the Administrative Report from the Clerk/Planning Manager entitled "Proposed 2020 Committee of Adjustment Meeting Dates";

And That the Committee approves the Committee Meeting Schedule as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 20, 2020</td>
<td>1:00 p.m.</td>
</tr>
<tr>
<td>February 18, 2020</td>
<td>1:00 p.m.</td>
</tr>
<tr>
<td>March 16, 2020</td>
<td>1:00 p.m.</td>
</tr>
<tr>
<td>April 20, 2020</td>
<td>1:00 p.m.</td>
</tr>
<tr>
<td>May 19, 2020</td>
<td>1:00 p.m.</td>
</tr>
<tr>
<td>June 15, 2020</td>
<td>1:00 p.m.</td>
</tr>
<tr>
<td>July 20, 2020</td>
<td>1:00 p.m.</td>
</tr>
<tr>
<td>August 17, 2020</td>
<td>1:00 p.m.</td>
</tr>
<tr>
<td>September 21, 2020</td>
<td>1:00 p.m.</td>
</tr>
<tr>
<td>October 19, 2020</td>
<td>1:00 p.m.</td>
</tr>
<tr>
<td>November 16, 2020</td>
<td>1:00 p.m.</td>
</tr>
<tr>
<td>December 21, 2020</td>
<td>1:00 p.m.</td>
</tr>
</tbody>
</table>

Carried

10. Adjournment

Moved by Gerry Lichty, Seconded by Carl Tooley

Be It Resolved That the meeting adjourns at 4:09 p.m. until December 16, 2019, at 1:00 p.m. or at the call of the Chair.

Carried

Approved by the Committee _________________ December 16, 2019___

Chair  Secretary-Treasurer

Received for information by Council ____________________________ 2019.
Declarations of Pecuniary Interest

As per Section 5.1 of the Municipal Conflict of Interest Act, at a meeting at which a member discloses an interest, the member must file a written statement on the form provided by the Clerk of the member’s interest at the meeting or as soon as possible afterwards.

I, Janice Arthur, declare a pecuniary interest in

Item 7 on the Nov 18/19 Council Meeting Agenda.

(Agent Item #) (Date of Meeting)

I am making this declaration due to (general nature of pecuniary interest):

[Signature of Council Member] (Date)

Clerk’s Acknowledgement:

Received on November 18, 2019 by Tara Mieske
(Date) (Print full name)

[Tara Mieske]
Signature of Clerk or Designate
Council Portfolios

Note: Per Resolution #510-16, information will be provided by the Council Member with respect to Portfolio/Liaison Positions to Council as a Verbal Report. However, if any action is requested, an Administrative Report shall be provided by the Council Member to Council. Updates from Council Committees/Task Forces will be provided through the applicable Minutes/Notes.

<table>
<thead>
<tr>
<th>Council Member</th>
<th>Portfolio</th>
<th>Responsibilities</th>
<th>Resolution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mayor Higgins</td>
<td>County Business</td>
<td>• Update Council on County Council decisions/activities</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• County Council Seniors Housing Task Force</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Education</td>
<td></td>
<td>#556-18</td>
</tr>
<tr>
<td></td>
<td>Eastern Ontario Leadership Council (EOLC)</td>
<td>• Update Council on EOLC decisions/activities</td>
<td>#630-19</td>
</tr>
<tr>
<td>Councillor Perry</td>
<td>Health</td>
<td>• Representative on the Lakelands Family Health Team Committee</td>
<td>#559-18</td>
</tr>
<tr>
<td></td>
<td>Conservation</td>
<td>• Conservationists of Frontenac Addington (COFA)</td>
<td>#559-18</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Contact person (liaison) Mazinaw Area Fish and Wildlife Committee</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Liaison with Ministry of Natural Resources and Forestry</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lake Associations</td>
<td>• Ward 1 – Liaison Only</td>
<td>#244-19</td>
</tr>
</tbody>
</table>
| Councillor Hermer | Long Term Care and Social Services – Provide reports | • County of Frontenac’s Affordable Seniors Housing Task Force  
• Contact person (liaison) Land O’Lakes Community Services and NF Community Services  
• Contact Person (liaison) Community Living North Frontenac  
• Provide reports to Council (per Resolution #630-19) | #559-18 |
| Deputy Mayor Martin | County Business – Second Member | • Update Council on County Council  
• Update Council on Long Term Care (per Resolution #630-19) | By-law #98-18 |
| | North Frontenac Historical and Archives Society | • Provide reports to Council | #630-19 |
| | Lake Associations | • Ward 2 – Liaison Only | #630-19 |
| Councillor Fowler | North Frontenac Trails Enhancement | • Trail Organization and Enhancement  
• Contact person (liaison) with Eastern Ontario Trails Alliance  
• K&P Trails  
• Ottawa ATV Club  
• Snow Road Snowmobile Club (per Resolution #630-19) | #559-18 |
| | Committee of Adjustments/Planning Advisory Committee | • Council Liaison | #559-18 |
| Councillor Inglis | Mississippi Valley Conservation Authority (MVCA) | • MVCA Board Member | #559-18 |
| | Lake Associations | • Ward 3 – Liaison Only | #630-19 |
The Corporation of the Township of North Frontenac

By-law # 01-20

Being a By-law to Authorize the Mayor and Clerk to Enter into a Development Agreement on Behalf of the Corporation of the Township of North Frontenac with Kelly Holtfoster (Furlotte)

Whereas a Minor Variance was granted by the Committee of Adjustment for the purpose of enlarging an existing dwelling at a setback less than required by the Zoning By-law;

And Whereas a condition of the approval for the Minor Variance Application required that the Owner enter into an Agreement with the Township of North Frontenac, to be registered on title and binding upon the owners and their successors, heirs and assigns in title, ensuring certain mitigative measures are taken for the protection of the lake;

Now Therefore the Council for The Corporation of the Township of North Frontenac enacts as follows:

That the Mayor and the Clerk are hereby authorized to execute the Development Agreement between Kelly Holtfoster (Furlotte) and the municipality in the form of the Agreement attached as Schedule “A” to this by-law;

And That all resolutions, by-laws or parts of by-laws, which are contrary to or inconsistent with this by-law, are hereby repealed.

And That this by-law shall come into full force and effect from and after its passing.

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

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

__________________________________________  ______________________________
Mayor                                            Clerk
The Agreement made this 17th day of January, 2020.

Between:

Kelly Gayle Holtfoster (Furlotte)
hereinafter called the “Owner”,
Party of the First Part

-and-

The Corporation of the Township of North Frontenac
hereinafter called the “Municipality”,
Party of the Second Part

Whereas the Owner is the registered Owner in fee simple of certain lands located in the Township of North Frontenac, geographic Township of Barrie (the “Owners’ Lands”);

Whereas Minor Variance Application A10/19 was submitted to the Committee of Adjustment (the “Committee”) for the Municipality for the purpose of enlarging an existing dwelling at a setback less than required by the Zoning By-law;

And Whereas the Committee granted to the Owner its approval of a variance in its decision dated December 16, 2019, subject to the Applicant entering into a Development Agreement on the Owner’s Lands as described in Schedule “A” to this Agreement;

And Whereas it was a condition of the Committee's approval that the Owner enters into this Agreement with the Municipality on the terms set out;

Now Therefore Witnesseth, that in consideration of the mutual covenants and agreement contained herein, the parties agree each with the other as follows that:

This agreement shall apply to the Owner’s Lands and the Municipality shall be entitled to enforce its provisions against the Owner and against any or all subsequent Owners of the said Lands.

1. That there shall be no additional footprint within 30 metres of the waterbody, with any additional hardened structures, including porches and decks.

2. That with the exception of the existing clearing in front of the dwelling, the remainder of the shoreline shall be retained, to a minimum depth of 15 metres. This effort will help to mitigate the effects of erosion and surface runoff into the water.

3. That construction debris shall be regularly picked up to prevent construction debris from blowing into the lake.

4. That sediment control measures shall be implemented throughout the construction process (mainly the placement of a sediment barrier such as staked straw bales between exposed soil and the lake). The sediment barrier shall remain in place until all disturbed areas have been stabilized and re-vegetated.

5. That eavestrough shall be installed and drained to a well vegetated area to the back of the cottage.

In Witness Thereof the Parties hereto have hereunto set their hands and seals as of the day and year first written above.

Signed, Sealed and Delivered

In the presence of

Witness

Kelly Gayle Holtfoster (Furlotte)
The Corporation of the Township of North Frontenac

_____________________________
Ron Higgins, Mayor

_____________________________
Tara Mieske, Clerk

We have authority to bind the corporation.
Schedule ‘A’

Owner’s Lands

Part of Lot 19, Concession 5 and Part of the Shoreline Road Allowance being Part 1 on Registered Plan 13R-20093, Geographic Township of Barrie, Township of North Frontenac.

PIN 36178-0408
The Corporation of the Township of North Frontenac

By-law # 02-20

Being a By-law to Authorize Borrowing from Time to Time to Meet Current Expenditures during the Fiscal Year ending December 31, 2020

Whereas pursuant to Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, and amendments thereto, 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 pursuant to Section 5(3) of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto, provides that a municipal power, including a municipality’s capacity, rights, powers and privileges under section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

And Whereas pursuant to Section 407(1) of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto, provides a municipality with authority for temporary borrowing, until the taxes are collected and other revenues are received, of the amounts that the municipality considers necessary to meet the expenses of the municipality for the year;

And Whereas pursuant to Section 407(2), (3) and (4) of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto, provides that except with the approval of the Ontario Municipal Board, the total amount borrowed at any one time plus any outstanding amounts of principal borrowed and accrued interest shall not exceed, (a) from January 1 to September 30 in the year, 50 per cent of the total estimated revenues of the municipality as set out in the budget adopted for the year; and (b) from October 1 to December 31 in the year, 25 per cent of the total estimated revenues of the municipality as set out in the budget adopted for the year. Until the budget is adopted in a year, the limits upon borrowing under subsection (3) shall temporarily be calculated using the estimated revenues of the municipality set out in the budget adopted for the previous year. Estimated revenues do not include revenues derivable or derived from, (4) (a) arrears of taxes, fees or charges; or (4) (b) a payment from a reserve fund of the municipality, whether or not the payment is for a capital purpose;

Now Therefore the Council of the Corporation of the Township of North Frontenac hereby enacts as follows:

1. That the Head of Council and the Treasurer are hereby authorized to temporarily borrow from time to time by way of promissory note or banker’s acceptance during the year 2020 (hereby referred to as the current year) such sums as may be necessary to meet, until the taxes are collected and other revenues received, the current expenditures of the Corporation and the other amounts that are set out in Section 407 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto.
2. That the lender(s) from whom amounts may be borrowed under authority of this by-law shall be Bank of Montreal and such other lender(s) as may be determined from time to time by resolution of Council.

3. That the total amount which may be borrowed at any one time under this by-law, together with the total of any similar borrowings that have not been repaid, shall not exceed the limits set out in Section 407(2) and 407(3) and 407(4) of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto.

4. That the Treasurer shall, at the time when any amount is borrowed under this by-law, ensure that the lender is or has been furnished with a certified copy of this by-law, a certified copy of the resolution mentioned in Section 2 of this by-law which determines the lender if applicable and a statement showing the nature and amount of the estimated revenues for the current year and also showing the total of any other amounts borrowed from any or all sources under the authority of Section 407 of the Municipal Act, 2001, S.O. 2001, c.25 and amendments thereto, that have not been repaid, excluding amounts borrowed from the Corporation’s reserve(s)/reserve funds.

5. That promissory notes or banker’s acceptances made under Section 1 of this by-law shall be signed by the Treasurer and the Head of Council.

6. That the Treasurer is hereby authorized to temporarily borrow from the reserve(s)/reserve funds of the Corporation sums as may be necessary to meet the current operating expenditures of the Corporation.

7. That all resolutions, by-laws or parts of by-laws which are contrary to or inconsistent with this by-law are hereby repealed.

8. That this by-law shall take effect immediately upon the passing hereof.

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

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

Mayor

______________________________

Clerk

______________________________
By-law # 03-20

The Corporation of the Township Of North Frontenac

By-law # 03-20

Being a by-law to provide for an Interim Tax Levy for the year 2020 to be made before the adoption of the estimates for the year and to provide for the payment of taxes, and to provide for penalty and interest charges for non-payment of taxes.

Whereas pursuant to Section 317(1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that a local municipality, before the adoption of the estimates for the year under section 290, may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes;

And Whereas pursuant to Section 317 (3)(1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides the amount levied on a property shall not exceed the prescribed percentage, or 50 per cent if no percentage is prescribed, of the total amount of taxes for municipal and school purposes levied on the property for the previous year;

And Whereas pursuant to Section 290(1) of the Municipal Act, 2001 S.O. 2001, c.25 and amendments thereto, the Corporation of the Township of North Frontenac shall in each year prepare and adopt estimates of the sums it requires during the year for the purposes of the municipality;

And Whereas the Municipal Act, 2001 S.O. 2001, c.25, Section 342, 345, 346, and 347, as amended, authorizes Council to establish due dates, impose late payment charges for the non-payment of taxes or any installments by the due date, payment into bank, and acceptance of part payments and disposition of part payments;

And Whereas the Council of The Corporation of the Township of North Frontenac deems it expedient to provide for an Interim Tax Levy before the adoption of the estimates, and to provide for the payment of same in two equal installments, and to provide for penalty and interest charges for non-payment of taxes, and to fix the dates upon which such Interim Tax Levy shall become due and payable, as hereinafter set forth;

Now therefore the Council of the Corporation of the Township of North Frontenac hereby enacts as follows:

1. That the Interim Tax Levy is hereby imposed and levied at 50% of the total amount of taxes for Municipal, County and Education purposes levied on properties in 2019;

2. And That the said Interim Tax Levy shall become due and payable in two installments as follows: 50% of the Interim Tax Levy shall become due and payable on March 27, 2020 and the balance of the interim levy shall become due and payable on May 28, 2020 and non-payment of the amount on the dates stated in accordance with this section shall constitute default;

3. And That on all taxes of the levy, which are in default after the due date of any installment thereof, a penalty of 1.25% of the amount due and unpaid on the first day of default shall be imposed and thereafter a penalty of 1.25% per month shall be added on the 1st day of each and every month the default continues, until December 31, 2020;

4. And That on all taxes in default on January 1, 2021, interest shall be added at the rate of 1.25% per month for each month in which the default continues;

5. And That penalties and interest added in default shall become due and payable and shall be collected as if the same had originally been imposed and formed part of such unpaid tax levy. All penalties and interest are to be collected first and the principle will be applied to the rates payable as taxes;
6. **And That** monthly tax arrears notices not be sent if the balance outstanding is less than five dollars ($5.00);

7. **And That** the Treasurer shall send a tax bill to the taxpayer’s residence or place of business or to the premises in respect of which the taxes are payable unless the taxpayer directs the treasurer to send the bill to another address, in which case it shall be sent to that address. The Treasurer may send a tax bill to the taxpayer electronically in the manner specified by the municipality, if the taxpayer has chosen to receive the tax bill in that manner;

8. **And That** taxes shall be payable to the Corporation of the Township of North Frontenac by cheque (mailed or in person); or cash or Debit Card (in person) and paid into the office of the Treasurer, 6648 Road 506, Plevna, Ontario K0H 2M0, or via telebanking or internet banking systems with major specified banks (including online Credit Card Payments for property taxes only);

9. **And That** payments made in U.S. funds shall be credited at par, meaning no exchange will be paid as payments are accepted in Canadian Funds only;

10. **And That** all resolutions, by-laws or parts of by-laws which are contrary to or inconsistent with this by-law are hereby repealed.

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

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

_________________________________________           _________________________________
Mayor                                                               Clerk
The Corporation of the Township of North Frontenac

By-law # 04-20

Being a By-law to Authorize the Mayor and the Clerk to Sign an Agreement with the Province of Ontario for the Investing in Canada Infrastructure Program (ICIP) Rural and Northern Stream – Transfer Payment Agreement

Now Therefore the Council of the Corporation of the Township of North Frontenac enacts that Ron Higgins, Mayor and Tara Mieske, Clerk are authorized to execute this Transfer Payment Agreement for the transfer of Investing in Canada Infrastructure Program (ICIP) Rural and Northern Stream funds between the Province of Ontario and the Township of North Frontenac for the project involving the reconstruction of approximately 5.3km of Harlowe Road, from 0.33km east of Highway 41 to Myers Cave Road, and approximately 3.7km of Myers Cave Road, from Harlowe Road to Delyea Road, and includes replacement of centreline culverts, road base improvements, drainage improvements, grade raises, clearing and brushing, intersection improvements, pulverizing road surface, and paving throughout including paved shoulders and that said Agreement shall be attached heretofore as Schedule A;

And That all resolutions, by-laws or parts of by-laws, which are contrary to or inconsistent with this by-law, are hereby repealed;

And That this By-law shall come into force and take effect on the date of final passing.

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

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

_________________________________________  ______________________________
Mayor                                          Clerk
TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
RURAL AND NORTHERN STREAM

THIS TRANSFER PAYMENT AGREEMENT for an Investing in Canada Infrastructure Program (ICIP): Rural and Northern Stream Project (the “Agreement”) is effective as of the Effective Date.

BETWEEN:

Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Agriculture, Food and Rural Affairs

(“Ontario” or the “Province”)

- and -

Corporation Of The Township Of North Frontenac

(CRA#871181970)

(the “Recipient”)

BACKGROUND

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

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

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

Under the Bilateral Agreement, Canada agreed, amongst other things, to provide contribution funding to the Province under the rural and northern communities infrastructure funding stream of ICIP. This stream supports projects that improve the quality of life in rural and northern communities by responding to their specific needs.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for
the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

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

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

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

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

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

Schedule “A” - General Terms and Conditions
Schedule “B” - Specific Information
Schedule “C” - Project Description, Financial Information, Timelines and Project Standards
Schedule “D” - Reports
Schedule “E” - Eligible Expenditures and Ineligible Expenditures
Schedule “F” - Evaluation
Schedule “G” - Communications Protocol
Schedule “H” - Disposal of Assets
Schedule “I” - Aboriginal Consultation Protocol
Schedule “J” - Requests for Payment and Payment Procedures
Schedule “K” - Committee

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
2.0 CONFLICT OR INCONSISTENCY

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

(a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;

(b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;

(b) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency;

(c) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency; or

(d) The Agreement and the Rural and Northern Communities Funding Stream Ontario Program Guidelines of March 2019 (“the Guidelines”), the Agreement will prevail.

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

4.1 Amending the Agreement. Subject to sections C.5.3 (Amending the Agreement for Minor Changes to the Project Description, Financial Information, Timelines and Project Standards) and D.2.2 (Amending the Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed on the signature page below.

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

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

(a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;

(b) the Province and Canada are not responsible for carrying out the Project;

(c) the Province’s and Canada’s role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;

(d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;

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

(f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;

(g) the Recipient has read and understood the Bilateral Agreement;

(h) changes to the Project will require the Province’s and Canada’s approval, which may be subject to the terms and conditions of the Bilateral Agreement;

(i) entering into the Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature or Parliament to issue any type of approval, licence, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under the Agreement; and

(j) that complete, diligent and timely implementation of this Agreement within the funding limits and deadlines specified herein is imperative.

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

6.1 Third Party Beneficiary. The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as “Rights”) undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.

6.2 Sharing of Information with the Province and Canada. The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:

(a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);

(b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and

(c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

[SIGNATURE PAGE FOLLOWS]
The Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO, represented by the Minister of Agriculture, Food and Rural Affairs

_________________ ____________________________________
Date Name: Ernie Hardeman
Title: Minister of Agriculture, Food and Rural Affairs

Corporation Of The Township Of North Frontenac

_________________ ____________________________________
Date Name: 
Title: 
I have authority to bind the Recipient.

_________________ ____________________________________
Date Name: 
Title: 
I have authority to bind the Recipient.

[SCHEDULE “A” – GENERAL TERMS AND CONDITIONS FOLLOWS]
SCHEDULE “A”
GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 Interpretation. For the purposes of interpretation:
(a) words in the singular include the plural and vice-versa;
(b) words in one gender include all genders;
(c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
(d) any reference to dollars or currency will be in Canadian dollars and currency;
(e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
(f) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

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

“Aboriginal Community” has the meaning ascribed to it in section I.1.1 (Definitions).

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

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

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

“Bilateral Agreement” means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018.

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

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

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

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

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

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

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

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

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

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

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

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

“The Funding Year” means:

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

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

“The Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

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

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

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

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

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

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

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

“The Parties” means the Province and the Recipient.

“The Party” means either the Province or the Recipient.

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

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

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

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

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

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

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

“Substantial Completion” or “Substantially Completed” means that the Project can be used for the purpose for which it was intended.

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

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

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

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

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A.2.1 General. The Recipient represents, warrants, and covenants that, in respect of the Project:
(a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

(b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;

(c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;

(d) the Project will be situated within, and will be for the direct benefit of, rural and or northern community with a population of 100,000 people or less based on 2016 Statistics Canada Census Data;

(e) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the Guidelines, including the financial, contractual and reporting requirements; and

(f) any Funds received have not displaced, and will continue to not displace, the Recipient’s own funding and spending on public transit.

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

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

(b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province.

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

(a) procedures to enable the Recipient to manage Funds prudently and effectively;

(b) procedures to enable the Recipient to complete the Project successfully;

(c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;

(d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
(e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

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

A.3.0 **TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION**

A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date, unless it is extended by a written agreement pursuant to section 4.1 or terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 **Substantial Completion.** The Recipient will ensure that the Project is Substantially Completed on or before October 31, 2026.

A.4.0 **FUNDS AND CARRYING OUT THE PROJECT**

A.4.1 **Funds Provided.** Subject to the terms and conditions of this Agreement and only after the Effective Date, the Province will:

(a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;

(b) provide the Funds to the Recipient in accordance with Schedule “J” (Requests for Payment and Payment Procedures); and

(c) deposit the Funds into an account the Recipient designates, provided that the account:

(i) is at a branch of a Canadian financial institution in Ontario; and

(ii) is solely in the name of the Recipient.

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

(a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:

(i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and

(ii) any Funds to the Recipient until the Province and Canada are satisfied with
the progress of the Project;

(b) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and

(c) any payment of Funds is subject to:

(i) the requirements of the Financial Administration Act (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;

(ii) federal and provincial ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient; and

(iii) Canada’s payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province may reduce the amount of Funds or terminate the Agreement in response to a reduction or absence of an appropriation federally or provincially, reduction to ministerial funding levels, or Canada’s failure to make payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or termination of Funds. If any changes to the Agreement are required as a result, the Parties agree to amend the Agreement accordingly.

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

(a) carry out the Project in accordance with the Agreement;

(b) use the Funds only for the purpose of carrying out the Project;

(c) spend the Funds only on Eligible Expenditures that are necessary to carry out the Project on and after the Federal Approval Date;

(d) not use the Funds to cover any Ineligible Expenditure; and

(e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

A.4.4 Interest-Bearing Account. If the Province provides Funds before the Recipient’s
immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario.

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

(a) deduct an amount equal to the interest from the Funds;

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

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

(a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;

(b) if Canada’s total contribution from all federal sources in respect of the Project exceeds sixty percent of Total Eligible Expenditures (as identified in Schedule “C”), the Province or Canada may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or Province or Canada may reduce their respective contributions under the Agreement by an amount equal to the excess; and

(c) if the Total Financial Assistance received in respect of any Project exceeds the one-hundred percent (100%) of Total Eligible Expenditures, the Province may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce its contribution under the Agreement by an amount equal to the excess.

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

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

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

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

(c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and

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

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

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

A.4.12 Retention of Contribution. The Province will retain a maximum of 10% of the provincial funding in respect of the Project (“Holdback”) up until the Recipient has fulfilled all of its obligations under the Agreement for the Project.

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

A.5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that:

(a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and

(b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

A.5.2 Non-Compliance with Acquisition Requirements. If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.
A.5.3 **Exemptions to Competitive Awarding.** The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded to the satisfaction of Canada and the Province.

A.5.4 **Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

(a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);

(b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and

(c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:

(i) inspect and audit the terms of any Contract, record or account in respect of the Project; and

(ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

A.5.5 **Disposal of Assets.** The Recipient will not, unless in accordance with the terms and conditions set out in Schedule “H” (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset during the Asset Disposal Period.

A.6.0 **CONFLICT OF INTEREST**

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

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

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

(a) the Recipient:

   (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and

   (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;

(b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and

(c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

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

A.7.2 Preparation and Submission. The Recipient will:

(a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):

   (i) all Reports in accordance with the timelines and content requirements provided for in Schedule “D” (Reports); and

   (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and

(b) ensure that all Reports and other reports are:

   (i) completed to the satisfaction of the Province; and

   (ii) signed by an authorized signing officer of the Recipient.
A.7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years after the Expiry Date:

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

(b) all non-financial records and documents relating to the Funds or otherwise to the Project.

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

(a) the truth of any of the Recipient’s representations and warranties;

(b) the progress of the Project;

(c) the Recipient’s allocation and expenditure of the Funds.

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

(a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);

(b) remove any copies the Province makes pursuant to section A.7.5(a); and

(c) share any documents, records and findings with Canada.

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

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

(b) coordinating access with any Third Party;

(c) assisting the Province to copy the records and documents;
(d) providing to the Province, in the form the Province specifies, any information the Province identifies; and

(e) carrying out any other activities the Province requests.

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

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

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

(a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and

(b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.

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

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

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

**A.8.0 COMMUNICATIONS REQUIREMENTS**

A.8.1 **Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule “G” (Communications Protocol).
A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

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

(a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;

(b) any damage to or loss or destruction of property of, any Person; or

(c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

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

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

(a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;

(b) any damage to, or loss or destruction of, property of any Person; or

(c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

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

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

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

A.9.5 Settlement Authority. The Recipient will not enter into a settlement of any
Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

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

A.10.0 **INSURANCE**

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

(a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient’s obligations under, or otherwise in connection with, the Agreement;

(b) a cross-liability clause;

(c) contractual liability coverage; and

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

A.10.2 **Proof of Insurance.** At the Province’s request, the Recipient will:

(a) provide to the Province, either:

   (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient’s Insurance); or

   (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient’s Insurance); and

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

A.11.0 TERMINATION ON NOTICE

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

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

(a) Direct the Recipient not to incur any costs for the Project without the Province’s prior written consent;

(b) cancel all further instalments of Funds;

(c) demand the payment of any Funds plus Interest Earned remaining in the possession or under the control of the Recipient; and

(d) Subject to the limits of the Bilateral Agreement, determine the reasonable costs for the Recipient to wind down the Project and do either or both of the following:

   (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to paragraph A.11.2(c); and

   (ii) subject to paragraph A.4.1(a), provide Funds to the Recipient to cover such costs.

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

A.12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

(a) carry out the Project in whole or in part;

(b) use or spend Funds; or

(c) provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to paragraph A.7.2(b).
A.12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

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

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

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

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

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

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

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

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

A.13.0 FUNDS UPON EXPIRY

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

A.14.0 DEBT DUE AND PAYMENT

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

(a) deduct an amount equal to the excess Funds plus Interest Earned from any further instalments of Funds; or

(b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus Interest Earned.

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

(a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts under the Agreement; or

(b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.
A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.

A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.

A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.14.6 **Funds Are Part Of A Social Or Economic Program.** The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social, health or economic programs or the provision of direct or indirect support to members of the public in connection with social, health or economic policy.

**A.15.0 NOTICE**

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

(a) in writing;

(b) delivered by email, postage-prepaid mail, personal delivery, or courier; and

(c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.

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

(a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and

(b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

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

(a) Notice by postage-prepaid mail will not be deemed to be given; and

(b) the Party giving Notice will provide Notice by email, personal delivery, or courier.
A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT

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

(a) it will do so by Notice;

(b) it may attach any terms and conditions to the consent; and

(c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

A.17.0 SEVERABILITY OF PROVISIONS

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

A.18.0 WAIVER

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

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

(a) be valid only if the Party that consents to the waiver provides the consent by Notice; and

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

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

A.19.0 INDEPENDENT PARTIES

A.19.1 Parties Independent. The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.
A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.20.0 **ASSIGNMENT OF AGREEMENT OR FUNDS**

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

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

(a) the Recipient’s successors and permitted assigns; and

(b) the successors to Her Majesty the Queen in right of Ontario.

A.21.0 **GOVERNING LAW**

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

A.22.0 **FURTHER ASSURANCES**

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

(a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and

(b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.23.0 **JOINT AND SEVERAL LIABILITY**

A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.
A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP

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

A.24.2 Joint Authorship Of Agreement. The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.25.1 Other Agreements. If the Recipient:

(a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "Failure");

(b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate and may deduct amounts owing as a result of such Failure from the funds owing under this Agreement.

A.26.0 SURVIVAL

A.26.1 Survival. Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraphs A.2.1(a), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5
(Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient’s Acknowledgment of Responsibility for Project), A.5.5 (Disposal of Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

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

(a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and

(b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:

(i) Canadian Environmental Assessment Act, 2012;

(ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and

(iii) other applicable agreements between Canada and Aboriginal Communities.

A.28.0 ABORIGINAL CONSULTATION

A.28.1 Aboriginal Consultation Protocol. The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule “I” (Aboriginal Consultation Protocol).

A.28.2 Legal Duty to Consult. Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal
Communities, or any other federal consultation requirement, has been, and continues to be met:

(a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and

(b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:

(i) Aboriginal Communities have been notified and, if applicable, consulted;

(ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;

(iii) the Recipient is carrying out accommodation measures, where appropriate; and

(iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.

A.28.3 Funding Conditional upon Meeting Aboriginal Consultation Obligations. No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community with an interest in the Project.

A.29.0 COMMITTEE

A.29.1 Establishment of Committee. The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).

A.29.2 Notice of Establishment of Committee. Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.29.1 (Establishment of Committee).

A.30.0 DISPUTE RESOLUTION

A.30.1 Contentious Issues. The Parties will keep each other informed of any issues that could be contentious.
A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.

A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.

A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.

A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.

A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.31.0 **SPECIAL CONDITIONS**

A.31.1 **Special Conditions.** The Province’s funding under the Agreement is conditional upon,

(a) on or before the Effective Date, the Recipient having provided the Province with:

(i) a copy of the by-law(s), council resolution(s) or both or any other necessary instrument applicable to the Recipient authorizing its entry into the Agreement;

(ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);

(iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and

(iv) any other Reports requested by the Province in the format specified.

(b) prior to submitting a request for payment in respect of the Project under the Agreement,
(i) the Recipient having provided the Province with written confirmation that:

   a. the Recipient is in compliance with all Environmental Laws, including the Recipient’s obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;

   b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and

   c. the Recipient has title to and ownership of any real property necessary for the completion of the Project; and

(ii) the Recipient having provided the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and

(c) the Recipient having submitted, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter, on or before February 1 in each of the years 2021, 2023 and 2024, unless the Project have reached Substantial Completion before such date.

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

[SCHEDULE “B” – SPECIFIC INFORMATION FOLLOWS]
SCHEDULE “B”
SPECIFIC INFORMATION

B.1.0 EXPIRATION DATE

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

B.2.0 MAXIMUM FUNDS

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

B.3.0 ONTARIO’S MAXIMUM CONTRIBUTION

B.3.1 Ontario’s Maximum Contribution. Ontario’s Maximum Contribution means $527,233.41, rounded to two decimal places.

B.4.0 CANADA’S MAXIMUM CONTRIBUTION

B.4.1 Canada’s Maximum Contribution. Canada’s Maximum Contribution means $949,115.05, rounded to two decimal places.

B.5.0 ADDRESSEES

B.5.1 Addressees. All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

<table>
<thead>
<tr>
<th>Contact information for the purposes of Notice to the Province</th>
<th>Address: Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2 Attention: Manager, Infrastructure Renewal Programs Email: <a href="mailto:ICIPRural@ontario.ca">ICIPRural@ontario.ca</a></th>
</tr>
</thead>
</table>

Contact information for the purposes of Notice to the Recipient

| Address: | Township of North Frontenac  
| PO Box 97, 6648 Road 506  
| Plevna, Ontario  
| K0H 2M0  
| Attention: Cheryl Robson, Chief Administrative Officer  
| Email: | cao@northfrontenac.ca |

[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS FOLLOWS]
SCHEDULE “C”
PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS

C.1.0 PROJECT DESCRIPTION

The project involves the reconstruction of approximately 5.3km of Harlowe Road, from 0.33km east of Highway 41 to Myers Cave Road, and approximately 3.7km of Myers Cave Road, from Harlowe Road to Delyea Road, and includes replacement of centreline culverts, road base improvements, drainage improvements, grade raises, clearing and brushing, intersection improvements, pulverizing road surface, and paving throughout including paved shoulders.

C.2.0 FINANCIAL INFORMATION

C.2.1 Total Eligible Expenditures. Total Eligible Expenditures means $1,581,858.42, rounded to two decimal places.

C.2.2 Percentage of Provincial Support. Percentage of Provincial Support means 33.33%, rounded to two decimal places.

C.2.3 Percentage of Federal Support. Percentage of Federal Support means 60%, rounded to two decimal places.

C.3.0 TIMELINES


C.4.0 PROJECT STANDARDS

C.4.1 Canada’s Requirements. In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:

(a) any applicable energy efficiency standards for buildings outlined in Canada’s Pan-Canadian Framework on Clean Growth and Climate Change provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and

(b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.
C.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS

C.5.1 Province’s and Canada’s Consent. Any change to the Project will require the Province’s and Canada’s consent. When seeking to make a change in respect of the Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

C.5.2 Minor Changes to the Project Description, Financial Information, Timelines and Project Standards. Subject to sections C.5.1 (Province’s and Canada’s Consent) and C.5.3 (Amending the Agreement for Minor Changes to the Project Description, Financial Information, Timelines, and Standards), changes that, in the opinion of the Province, are minor may be made, in respect of the Project, to Schedule “C” (Project Description, Financial Information, Timelines and Project Standards).

C.5.3 Amending the Agreement for Minor Changes to the Project Description, Budget, Timelines and Project Standards. Any change made pursuant to section C.5.2 (Minor Changes to the Project Description, Financial Information, Timelines and Project Standards) must be documented through a written agreement duly executed by the respective representatives of the Parties.

[SCHEDULE “D” – REPORTS Follows]
D.1.0 REPORTING REQUIREMENTS

D.1.1 Reporting Requirements. Reports shall be submitted in a manner, format acceptable to the Province, by the due date specified by the Province. Electronic formats or further direction on how to complete the forms will be supplied to the Recipient of all Reports. The Reports will require the Recipient to provide the Province with an attestation as to the accuracy of the information contained therein. The Recipient acknowledges and agrees it will provide such attestation in the applicable Report prior to submitting the Report to the Province.

Reports shall include the following:

(a) **Initial Report.** The Initial Report will provide the Recipient’s forecast of the timelines and costs (Expenditure forecast) to completion. It also outlines the sources of Recipient funds and confirms other pertinent information regarding the Project.

(b) **Claim and Progress Report.** The Claim and Progress Report provides an update on the Project’s status, as well as a breakdown of amounts that are being claimed for reimbursement.

Claims may be submitted as frequently as needed, but no less than twice a year (if costs have been incurred). If no costs have been incurred in the previous six months, the Recipient will notify the Province that no claim is being submitted for that period. When submitting claims, the report must include a detailed breakdown of invoices that are being claimed for reimbursement. Note that copies of invoices and any associated backup must be provided at the time of claim submission, as directed by the Province.

The Recipient will include an updated record documenting its consultation with Aboriginal Groups, if consultation with any Aboriginal Community is required, in its Progress Report or upon request by the Province or Canada.

If requested by the Province, the Recipient will provide further details on the risk assessment the Recipient provides in respect of any Progress Report.

(c) **Final Report.** The Final Report summarizes the Project’s final timelines, costs, and outcomes. It may also include a Declaration of Substantial Completion and a Declaration of Completion.
The Final Report will be submitted to the Province within sixty (60) Business Days of Substantial Completion or December 31, 2026, whichever is earlier.

(d) **Other Reports.** On or before such date and with such content as the Province directs, the Recipient must provide the Province with other Reports, including but not limited to:

(i) Climate Change Resilience Assessments;

(ii) Greenhouse Gas Emissions Assessments; and

(iii) Community Employment Benefit Assessments.

### D.2.0 CHANGES TO SCHEDULE “D” (REPORTS)

D.2.1 **Minor Changes to the Reporting.** Subject to section D.2.2 (Amending the Agreement for Minor Changes to the Reporting), the Parties may make changes to this Schedule “D” (Reports) that, in the opinion of the Province, are minor.

D.2.2 **Amending the Agreement for Minor Changes to the Reporting.** Any change made to this Schedule “D” (Reports) pursuant to section D.2.1 (Minor Changes to the Reporting) must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Project Specific Information).

### D.3.0 COMPLIANCE AUDIT(S)

D.3.1 **Compliance Audit(s).** Without limiting the generality of section A.7.4 (Records Review), the Recipient may be required by the Province, at its own expense, to retain an independent third party auditor to conduct one or more compliance audits of the Recipient. If applicable, the audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. The audit will assess the Recipient’s compliance with the terms of the Agreement and will address, without limitation, the following:

(a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;

(b) the Project’s progress or state of completion;

(c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
(d) whether the Recipient’s information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;

(e) the overall management and administration of the Project;

(f) recommendations for improvement or redress; and

(g) whether prompt and timely corrective action is taken on prior audit findings.

[SCHEDULE “E” - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES 
FOLLOWS]
SCHEDULE “E”
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Subject to the terms and conditions of this Agreement, Eligible Expenditures shall only include all direct and necessary costs for the successful completion of the Project, and that are in the Province’s and Canada’s sole and absolute discretion, properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are acceptable to the Province and Canada, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but include:

a) Costs directly associated with joint communication activities that are set out in Schedule “G” (Communications Protocol) of this Agreement, including the costs of communications support and logistics;

b) Costs of Aboriginal consultation and engagement on matters pertaining to the Project, including the costs associated with translating of documents into languages spoken by an affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by the Province in writing prior to being incurred;

c) The incremental costs of the Recipient’s staff or employees provided that:
   i. The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required goods or services at the best value for money; and
   ii. The arrangement is approved in advance in writing by the Province and Canada.

d) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and

e) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with the conduct and participation in consultation and engagement activities with Aboriginal Groups, if applicable, that were incurred after February 15, 2018.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 The following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

a) Costs incurred prior to the Federal Approval Date;

b) Costs incurred after October 31, 2026;

c) All expenditures related to Contracts awarded or executed prior to the Federal Approval Date;
d) Costs incurred for terminated or cancelled Projects;

e) Costs related to developing a business case or proposal or application for funding;

f) Costs associated with the acquisition, expropriation or leasing of:
   i. Land,
   ii. Buildings, or
   iii. Other facilities

f) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;

h) Costs that have not been claimed for reimbursement by March 31st of the year following the year in which the costs were incurred;

i) Capital costs, including site preparation and construction costs, incurred before the Recipient has been notified in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;

j) Costs related to any component of the Project other than its approved scope;

k) Costs related to any underground infrastructure;

l) Costs related to recreational trails;

m) Real estate fees and related costs;

n) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;

o) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;

p) Expenditures related to any goods and services which are received through donations or in-kind Contributions;

q) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;

r) Unreasonable meal, hospitality or incidental costs or expenses of Third Parties;

s) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;

r) Taxes of any kind;

u) Costs of relocating entire communities;

v) In the Province’s sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule “G”;

w) Any amounts incurred or paid by the Recipient to an entity that is not at arm’s length from the Recipient, except in accordance with the list of Eligible Expenditures above;
x) Costs incurred contrary to Article 5 of Schedule “A” (Recipient’s Acquisition of Goods and Services and Disposal of Assets);

y) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Cost.

z) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);

aa) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock; and

bb) Any costs associated with projects which are determined by the Province and Canada, in their sole discretion, to be:
   (i) Housing;
   (ii) An early learning and childcare facility;
   (iii) A health facility, or an education facility;
   (iv) A health facility, or an education facility, except to benefit Indigenous peoples by advancing the Truth and Reconciliation Commission’s Calls to Action, as approved by Canada;
   (v) A highway or trade corridor infrastructure, except for portions that connect communities that do not already have year-round access; or
   (vi) Resource development infrastructure, notably industrial resource development access roads.

[SCHEDULE “F” – EVALUATION FOLLOWS]
F.1.0 PROJECT AND ICIP EVALUATIONS

F.1.1 Recipient’s Participation in Projects and ICIP Evaluations. The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of the Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.

F.1.2 Results of Project and ICIP Evaluations. The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]
SCHEDULE “G”
COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 Definitions. For the purposes of this Schedule “G” (Communications Protocol):

“Joint Communications” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

(a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient; and

(b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

G.2.1 Purpose. This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 Guidance. This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 Application to Communications Activities. The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 Information to Canadians. Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 Factors to Consider. The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.
G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.

G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.

G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

G.4.0 **JOINT COMMUNICATIONS**

G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of the Project.

G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties and Canada.

G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of the Project.

G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.

G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).

G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.

G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at
G.5.0  INDIVIDUAL COMMUNICATIONS

G.5.1  Canada's Obligations. Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.

G.5.2  Restrictions. Each Party may include general ICIP messaging and an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.

G.5.3  Publication. The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.

G.5.4  Canada's Recognition in Documents. In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada’s and the Province’s respective financial contribution for the Project.

G.5.5  Acknowledgement of Support. Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province’s and Canada’s support for the Project.

G.6.0  OPERATIONAL COMMUNICATIONS

G.6.1  Responsibility of Recipient. The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the Official Languages Act of Canada.

G.7.0  MEDIA RELATIONS
G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

G.8.0 **SIGNAGE**

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.

G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at the Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of the Project, the Recipient will:

(a) on the marker, recognize the Province’s and Canada’s contributions; and

(b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada’s and the Province’s respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

G.8.6 **Size of Sign.** If erected, signage recognizing Canada’s and the Province’s respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, or as otherwise agreed upon.
G.9.0 COMMUNICATING WITH RECIPIENT

G.9.1 Facilitation of Communications. The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

G.10.1 Notice of Advertising Campaigns. Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]
SCHEDULE “H”
DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

H.1.1 Definitions. For the purposes of this Schedule “H” (Disposal of Assets):

“Asset Disposal Period” means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

H.2.0 DISPOSAL OF ASSETS

H.2.1 Asset Disposal Period. Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of the Project for the Asset Disposal Period.

H.2.2 Disposal of Asset and Payment. If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province for any Funds received for the Project.

[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]
SCHEDULE “I”
ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 Definitions. For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“Aboriginal Community”, also known as “Aboriginal Group”, includes First Nations, Métis, and Inuit communities or peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the Constitution Act, 1982.

“Section 35 Duty” means any duty the Province and Canada may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the Constitution Act, 1982.

I.2.0 PURPOSE

This Schedule sets out the respective roles and responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project and serves to specify the procedural aspects of consultation delegated from the Province and Canada to the Recipient.

I.3.0 PROVINCE’S ROLES AND RESPONSIBILITIES

The Province is responsible for:
(a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
(b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
(c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
(d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as the Province may require;
(e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
(f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

I.4.0 RECIPIENT’S ROLES AND RESPONSIBILITIES.

The Recipient is responsible for:
(a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province and Canada, if such notice has not already been given by the Recipient or the Province or Canada. Such notice must include language
(b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;

(c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;

(d) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising the Province of the details of the same;

(e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;

(f) Maintaining the Aboriginal Groups on the Recipient’s mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;

(g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;

(h) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;

(i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;

(j) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;

(k) Answering any reasonable questions to the extent of the Recipient’s ability and receiving comments from the Aboriginal Groups, notifying the Province of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;

(l) Where an Aboriginal Group asks questions regarding the Project directly of the Province or Canada, providing the Province or Canada with the information reasonably necessary to answer the inquiry, upon the Province’s request;

(m) Where directed by the Province or Canada, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding
the Project and reporting to the Province and Canada any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;

(n) Consulting regularly with the Province and Canada during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province and Canada the results of such discussions prior to implementing any applicable accommodation measures;

(o) Complying with the Province's or Canada's direction to take any actions, including without limitation, suspension or termination of the Project, as the Province or Canada or both may require; and

(p) In Contracts, expressly securing the Recipient's right to respond to directions from the Province or Canada or both as the Province or Canada or both may provide.

I.5.0 RECIPIENT KEEPING RECORDS AND SHARING INFORMATION.

The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to the Province:

(a) Provide to the Province and Canada, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;

(b) Keep reasonable business records of all its activities in relation to consultation and provide the Province and Canada with complete and accurate copies of such records upon request;

(c) Provide the Province and Canada with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;

(d) Immediately notify the Province and Canada of any contact by any Aboriginal Groups regarding the Project of any nature and provide copies to the Province and Canada of any documentation received from Aboriginal Groups;

(e) Advise the Province and Canada immediately of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes so aware;

(f) Immediately notify the Province and Canada if any Aboriginal archaeological resources are discovered in the course of the Project;

(g) Provide the Province and Canada with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province or Canada; and

(h) If applicable, advise the Province and Canada if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.
I.6.0 ASSISTING THE PROVINCE AND CANADA.

The Recipient shall, upon request, lend assistance to the Province and Canada by filing records and other appropriate evidence of the activities undertaken both by the Province, Canada and the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by the Province or Canada and by the Recipient, to the relevant regulatory or judicial decision-makers.

I.7.0 NO ACKNOWLEDGEMENT OF DUTY TO CONSULT OBLIGATIONS

The Parties agree that nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by the Province or Canada or the Recipient that a Section 35 Duty applies in relation to the Project, nor that any role or responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in this Agreement is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

I.8.0 NO SUBSTITUTION

This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of the Province and Canada is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, the Province, Canada and provincial and federal ministries, boards, agencies and other regulatory decision-makers.

I.9.0 NOTICES IN RELATION TO THIS SCHEDULE

All notices to the Province pertaining to this Schedule shall be in writing and shall be given sent to the person identified under Schedule “B” of this Agreement.

[SCHEDULE “J” – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES Follows]
SCHEDULE “J”
REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 DEFINITION

J.1.1 Definition. For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“Final Payment” means the final payment by the Province to the Recipient in respect of the Project as described in and to be paid in accordance with Article J.8.0 of Schedule “A” (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 Procedures. The procedures provided for in Article J.3.0 of this Schedule “J” (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 Diligent and Timely Manner. The Recipient will submit its requests for payment to the Province in a diligent and timely manner, and no less frequently than twice a year if costs have been incurred. If no costs have been incurred in the previous six months, the recipient will notify the Province that no claim is being submitted for that period.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 Timing, Reports and Documents. The Recipient will submit each request for payment for Eligible Expenditures in respect of the Project to the Province on a date and frequency as indicated in Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

(a) for each request for payment, including the Final Payment, a Report in a format prescribed by the Province;
(b) a report on the progress of the project, at least twice per year by the deadlines specified by the Province in a Notice;
(c) for each request for Final Payment, a Final Report, acceptable to the Province; and
(d) such other information as the Province may request.
J.4.0 PAYMENTS

J.4.1 Payment by the Province. Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Schedule “C”.

J.4.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:

(a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;

(b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);

(c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;

(d) compliance with all applicable audit requirements under the Agreement; and

(e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).

J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 of this Schedule “J” (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.5.1 Timing. The Recipient will submit all requests for payment on or before December 31, 2026.

J.5.2 No Obligation for Payment. The Province will have no obligation to make any payment for a request for payment submitted after

(i.) December 31, 2026; or

(ii.) March 31st of the year following the Funding Year in which the Eligible Expenditures were incurred.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS
J.6.1 **Final Reconciliation and Adjustments.** For the Project, following the submission of both the Declaration of Project Substantial Completion and the final Progress Report, the Province may carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

J.7.0 **HOLDBACK**

J.7.1 **Holdback.** For the Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.8.0 **FINAL PAYMENT**

J.8.1 **Final Payment.** Subject to paragraph A.4.2(c), the Province will pay to the Recipient the remainder of its contribution under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) have been met.

[SCHEDULE “K” – COMMITTEE FOLLOWS]
SCHEDULE “K”
COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 Establishment and Term of Committee. If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiry Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

K.2.1 Appointments by the Province. The Province will appoint two persons as members of the Committee.

K.2.2 Appointments by the Recipient. The Recipient will appoint two persons as members of the Committee.

K.2.3 Chairs of the Committee. The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

K.2.4 Non-committee Member Staff. The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 Rules of Committee. The Committee will:

(a) meet at least two times a year, and at other times at the request of a co-chair; and

(b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 Quorum. A quorum for a meeting of the Committee will exist only when both co-chairs are present.
K.4.0 COMMITTEE MANDATE

K.4.1 Mandate. Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

(a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;

(b) acting as a forum to resolve potential issues or disputes and address concerns;

(c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;

(d) approving and ensuring audit plans are carried out as per the Agreement;

(e) establishing sub-committees as needed;

(f) at the request of the Province, reviewing requests for payments; and

(g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 Committee Decisions. Decisions of the Committee will be made as follows:

(a) the co-chairs will be the only voting members on the Committee; and

(b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 Requirements. The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

(a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;

(b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;
(c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;

(d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;

(e) promptly inform the Committee of all proposed changes in respect of the Project; and

(f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee’s satisfaction, project status information related to Schedule “D” (Reports).
The Corporation of the Township of North Frontenac

By-law # 05-20

Being a By-law to Authorize the Mayor and the Clerk to Sign an Amended Municipal Hazardous or Special Waste Services Agreement with Stewardship Ontario

Whereas Council passed By-law #95-11 to enter into a Municipal Hazardous or Special Waste Services Agreement with Stewardship Ontario;

And Whereas Council passed By-laws #35-12, 118-13 and #17-15 being By-laws to sign Amending Agreements to the By-law;

And Whereas Stewardship Ontario and the Township agree the Agreement requires further amendments;

Now Therefore the Council of the Corporation of the Township of North Frontenac enacts that the Mayor and Clerk are authorized to sign said Amending Agreement on behalf of the Township of North Frontenac and that said Agreement shall be attached heretofore as Schedule A.;

And That all resolutions, by-laws or parts of by-laws, which are contrary to or inconsistent with this by-law, are hereby repealed;

And That this By-law shall come into force and take effect on the date of final passing.

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

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

___________________________  __________________________
Mayor                                  Clerk
AMENDING AGREEMENT
NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTES SERVICES AGREEMENT

This Amending Agreement (the “Amending Agreement”) is made as of August 16, 2019.

BETWEEN:

STEWARDSHIP ONTARIO (“SO”)

and

THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC (the “Municipality”)

(collectively, the “Parties”)

WHEREAS:

A. Stewardship Ontario and the Municipality entered into an agreement concerning municipal hazardous or special wastes (“MHSW”) dated July 01, 2011 (as amended, modified or restated from time to time, by the Parties, the “MHSW Services Agreement”);

B. By direction letters dated April 12, 2018, December 11, 2018 and July 2, 2019, the Minister of the Environment, Conservation and Parks for the Province of Ontario directed SO to wind up the waste diversion program for MHSW (the “MHSW Program”) for all designated materials. Upon wind up, materials collected under the MHSW Program will be managed according to an individual producer responsibility framework under the Resource Recovery and Circular Economy Act, 2016;

C. In order to reflect the scheduled wind-down of the MHSW Program and in accordance with Section 2.3 of the MHSW Services Agreement, the Parties wish to make certain amendments to the MHSW Services Agreement as set out herein.

NOW THEREFORE, FOR VALUE RECEIVED, the Parties agree as follows:

1. The MHSW Services Agreement is hereby amended in accordance with the provisions set out in Schedule “A” hereto effective as of September 1, 2019.

2. All capitalized terms which are used herein without being specifically defined herein shall have the meanings ascribed to them in the MHSW Services Agreement.

3. Any section marked as “Intentionally Deleted” in the MHSW Services Agreement remains “Intentionally Deleted” and is not replaced by or amended by anything in Schedule “A”.

LEGAL_31621027.2
4. Except as amended by the amendments expressly set forth in Schedule “A” of this Amending Agreement, the MHSW Services Agreement shall remain unchanged and continue in full force and effect and is hereby in all other respects ratified and confirmed.

5. If any provision of this Amending Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect (a) the legality, validity or enforceability of the remaining provisions of this Amending Agreement or (b) the legality, validity or enforceability of that provision in any other jurisdiction.

6. This Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the Parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

7. This Amending Agreement shall enure to the benefit of and shall be binding upon the Parties hereto and their respective successors and permitted assigns. Nothing in this Amending Agreement, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Amending Agreement.

8. If any provision of this Amending Agreement is inconsistent or conflicts with any provision of the MHSW Services Agreement, the relevant provision of this Amending Agreement shall prevail and be paramount.

9. Schedule “A” is attached hereto and incorporated in and forms part of this Amending Agreement.

10. This Amending Agreement may be executed in one or more counterparts, including by means of facsimile and/or portable document format, each of which shall be deemed to be a duplicate original, but all of which, taken together, constitute a single document.

[THIS SECTION LEFT INTENTIONALLY BLANK]
IN WITNESS WHEREOF the Parties have signed this Amending Agreement as of the date first set out above.

STEWARDSHIP ONTARIO

By: ________________________________
   Name: Cullen Hollister
   Title: Director of Operations

THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC

By: ________________________________
   Name:
   Title:
The Parties agree to amend the MHSW Services Agreement as follows:

1. Section 1.1 of the MHSW Services Agreement is hereby amended by deleting the words “Waste Diversion Act 2002 (Ontario)” and replacing them with the words “Waste Diversion Transition Act, 2016 (Ontario)”.

2. Section 2.4 of the MHSW Services Agreement is deleted in its entirety and replaced with the following new Sections 2.4 and 2.5:

   “2.4 The Parties also understand that an ISO may, at any time, be approved by the Board of the Authority for one or more of the Obligated MHSW materials. In the event an ISO is approved by the Authority, SO will have no responsibility to pay for MHSW Services provided by the Municipality with respect to the materials for which the ISO is then responsible on and after the effective date of such approval by the Authority, unless SO provides written notice to the Municipality indicating that there will not be any changes to the then current MHSW Services within 30 days of the ISO approval date.

   2.5 The Parties also understand that the Minister of the Environment, Conservation and Parks has directed SO to wind-up the MHSW Program Plan under the Resource Recovery and Circular Economy Act, 2016, following which individual producers will become responsible for materials collected under the MHSW Program Plan. The Parties agree that effective on the date of wind-up of the MHSW Program Plan in respect of a specific MHSW material (a “Materials Wind-Up”), SO will have no further responsibility to pay for MHSW Services provided by the Municipality with respect to such MHSW materials. As a courtesy, SO will provide a written reminder to the Municipality at least 30 days prior to the effective date of such Materials Wind-Up.”

3. Subsection 5.1(b) of the MHSW Services Agreement is deleted in its entirety and replaced with the following new subsections 5.1(b) and 5.1(c):

   “(b) Notwithstanding the foregoing, in the event an ISO is approved by the Authority, title to the Obligated MHSW with respect to the materials for which the ISO is then responsible will not belong to SO or SO’s Service Providers unless SO provides written notice to
the Municipality indicating that there will not be any changes to the then current MHSW Services within 30 days of the ISO approval date.

(c) Notwithstanding the foregoing, in the event of a Materials Wind-Up, title to the Obligated MHSW will not belong to SO or SO’s Service Providers as of the effective date of the Materials Wind-Up.”

4. Section 18.1 of the MHSW Services Agreement is hereby amended to delete the words “Waste Diversion Ontario” and to replace them with the words “the Authority”. 
The Corporation of the Township of North Frontenac

By-law #06-20

Confirming By-law

Being a By-law of the Corporation of the Township of North Frontenac to confirm all actions and proceedings of the Council of the Corporation of the Township of North Frontenac, for a Regular Council Meeting held January 17, 2020

Whereas Section 9 of the Municipal Act, S.O.2001, c.25 and amendments thereto 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 Subsection 2 of Section 11 of the Municipal Act, S.O. 2001, c.25 and amendments thereto provides that a lower-tier and an upper-tier municipality may pass by-laws respecting matters within the spheres of jurisdiction described in the Table to Subsection 2, subject to certain provisions;

And Whereas Section 5(3) of the Municipal Act S.O. 2001, c.25 – A Municipal power, including a municipality’s capacity, rights, powers and privileges under Section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

And Whereas it is deemed expedient that the proceedings of the Council of The Corporation of the Township of North Frontenac for the January 17, 2020 Regular Council Meeting, be confirmed and adopted by by-law;

Now Therefore the Council of The Corporation of the Township of North Frontenac hereby enacts as follows:

1. That all actions and proceedings of the Council of The Corporation of the Township of North Frontenac taken at its Regular Council Meeting held January 17, 2020 be confirmed as actions for which The Corporation of the Township of North Frontenac has the capacity, rights, powers and privileges of a natural person;

2. That all actions and proceedings of the Council of The Corporation of the Township of North Frontenac at its Regular Council Meeting held January 17, 2020 in respect of each recommendation contained in the Minutes and each motion and resolution passed and other actions taken by the Council of The Corporation of North Frontenac at the Meeting, are hereby sanctioned, ratified and confirmed as if all such proceedings were expressly embodied in this By-law;

3. That the Mayor and proper officials of The Corporation of the Township of North Frontenac are hereby authorized and directed to do all things necessary, and to obtain approvals where required, to give effect to the actions passed and taken by Council at the said Meeting;

4. That this by-law shall come into force as of the final passing thereof.

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

Read a third time and passed this 17th day of January, 2020

___________________________  __________________________
Mayor                     Clerk
On Thu, Dec 12, 2019 at 4:51 PM Brown, Sharron (OPP) wrote:

Hi Fred,

As per the discussion at the CPAC committee yesterday, I am sending you information regarding a request for funding for CNF SALT.

Essentially I am taking this from the RTO Grant application – a lot of which I got from Catherine Tysick’s application for the New Horizon’s Grant:

1. **What is Central Frontenac SALT (Seniors and Law Enforcement Together)?**

The CNF SALT program was initiated by the Frontenac OPP and is a project based on community collaboration with law enforcement. SALT’s target audience is seniors. Seniors are a vulnerable demographic when it comes to personal, financial and property safety. In North and Central Frontenac, 32% of the total combined population is 65 years and older. (Source – 2016 Consensus Statistics Canada). The SALT committee is truly a community initiative and includes the OPP, Rural Frontenac Community Services, Frontenac Community Services, Central Frontenac Twp., North Frontenac Twp., the Royal Canadian Legion - Sharbot Lake, Legal Services and Connections-Adult Learning. There are several seniors who sit on this committee as well. Seniors volunteer at all levels of this committee including the planning, promoting, attending and executing of events. The events are open to all seniors who live in the Central and North Frontenac Townships and consist of information presentations specific to the needs of seniors. Seniors are consulted as to what topics of information they would like to be informed about.

2. **What does SALT do?**

This project will provide a series of educational presentations to rural and often isolated seniors where they will be informed on safety concerns that are specific to them. Providing information, education and advocacy for seniors to reduce the risk of being victimized by a crime is why SALT exists. Crime prevention and community safety topics may include frauds and scams, personal safety, home security, identity theft, fire safety, emergency preparedness, wills and powers of attorney, and elder abuse to name a few. This vital information to vulnerable seniors will enhance their overall safety and has the potential of preventing crime. The sessions will include a nutritious meal, with opportunities to socialize and network with one another. When transportation is a barrier, a ride can be arranged. Transportation and the cost of the nutritious lunch are included in the program to address the need of some seniors who are on limited incomes and/or do not drive.

The SALT program will be offered in the villages and hamlets throughout the two townships, where the seniors live, to strengthen their social networks.

The events will be free and located throughout the northern part of Frontenac County reducing barriers of costs and transportation, ensuring accessibility.

Seniors will have an opportunity to socialize and welcome newcomers to the community. Integrating retired seniors new to the community is a gap we have identified.
How does SALT benefit the community?

Seniors will benefit from the crime prevention and safety information they receive at these events:

• By working with the police and community agencies, seniors will be informed and will know where to find the resources to improve their quality of life. The few seniors who have traveled to a SALT program in South Frontenac have found the information they have received invaluable.

• The relationship between the police and seniors will be enhanced. Seniors will feel confident calling the local OPP when they have concerns.

• With the knowledge about fraud and abuse, evidence suggests that there will be an increase of seniors reporting that they feel ‘safe’ in their community.

• Seniors will also benefit from the free nutritious meal. Some seniors have limited funds, in fact the northern areas of Frontenac County have the lowest per capita income of all of Frontenac County.

• Low income combined with a lack of transportation can cause isolation which is a risk factor to fraud and abuse.

• These events will bring seniors together and provide numerous volunteer opportunities where seniors can continue to make a valuable contribution and enjoy a sense of well-being.

Additional Comments:

A SALT program has been in existence in South Frontenac since 2016 through grants. South Frontenac SALT has recently received funding from New Horizons to sustain their program as well as fund this initiative in North and Central Frontenac. The funding was used by CNF SALT to launch their program and give four presentations on senior related safety topics. Two presentations were completed in September and two more presentations occurred in November. All presentations include a nutritious meal. Now that those presentations are done the funding from South Frontenac SALT is completed. In October 2019, the committee wrote a grant request to a local organization. Unfortunately there were no funds available to assist CNF to continue on with presentations in the format we have created. CNF SALT has made an application for funds under the New Horizons Grant. Should we be successful, those grant funds will not be available until spring of 2020. Should North Frontenac Township be willing to assist CNF SALT financially, this will allow CNF SALT to continue our program including offering meals.

Host 3 SALT events during the winter of 2020:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food costs/Caterer</td>
<td>$1500</td>
</tr>
<tr>
<td>Transportation</td>
<td>$300</td>
</tr>
<tr>
<td>Hall Rental</td>
<td>$150</td>
</tr>
<tr>
<td>Presenter Honorarium</td>
<td>$50</td>
</tr>
</tbody>
</table>

Sharon Brown
Staff Sergeant, #10574
Good Morning Mayor Higgins:

I am following up with you after your recent conversation with Staff Sergeant Sharron Brown concerning a funding request from the Central and North Frontenac SALT (Seniors and Law Enforcement Together) committee. The attached letter outlines our request and how seniors in North and Central Frontenac will benefit.

If you have any questions, please don't hesitate to contact me.

Sincerely,

Catherine Tysick
Adult Centre Manager
Rural Frontenac Community Services
Warden Ron Higgins,
County of Frontenac
2069 Battersea Road,
Glenburnie, Ontario K0H 1S0

December 17, 2019

Dear Warden Higgins,

I am writing to you on behalf of the Central and North Frontenac Seniors and Law Enforcement Together (SALT) committee requesting consideration for funds from the County of Frontenac in the amount of $2,000.

To give you some background about our SALT committee.

CNF SALT was initiated by the Frontenac OPP and is a project based on community collaboration with law enforcement. SALT’s target audience is seniors. Seniors are a vulnerable demographic when it comes to personal, financial and property safety. In North and Central Frontenac, 32% of the total combined population is 65 years and older. (Source – 2016 Consensus Statistics Canada).

The SALT committee is truly a community initiative and includes the Ontario Provincial Police, Rural Frontenac Community Services, Central Frontenac Twp., North Frontenac Twp., the Royal Canadian Legion - Sharbot Lake, Legal Services and Connections-Adult Learning. There are several seniors who sit on this committee as well.

CNF SALT provides educational presentations to rural and often isolated seniors who live in North and Central Frontenac Townships where they are informed on safety concerns that are specific to them enhancing their overall safety.

CNF SALT presentations include a nutritious meal, with opportunities to socialize and network with one another. When transportation is a barrier, a ride can be arranged. Transportation and the cost of the nutritious lunch are included in the program to address the need of some seniors who are on limited incomes and/or do not drive.

Earlier this year, the South Frontenac SALT program received funding from New Horizons to sustain their program as well as fund this initiative in North and Central Frontenac. The funding was used by CNF
SALT to launch their program and give four presentations on senior related safety topics. Two presentations were completed in September and two more in November.

The committee has applied for funding to the New Horizon’s Grant which if the application is successful will sustain CNF SALT until 2021 however those funds will not be available until spring of 2020. Realizing there would be a funding gap, the committee also wrote for a second grant with a local organization, however no funds were available at the time of the application was submitted.

As a result CNF SALT is respectfully requesting funds in the amount of $2000 to allow the committee to continue to provide SALT presentations through the winter of 2020.

The funds would be used in the following manner to host three SALT events:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food costs/Caterer</td>
<td>$1500</td>
</tr>
<tr>
<td>Transportation</td>
<td>$300</td>
</tr>
<tr>
<td>Hall Rental</td>
<td>$150</td>
</tr>
<tr>
<td>Presenter Honorarium</td>
<td>$50</td>
</tr>
</tbody>
</table>

Seniors will benefit from the crime prevention and safety information they receive at these events:

- Seniors will be informed and will know where to find the resources to improve their quality of life.
- The relationship between the police and seniors will be enhanced.
- Seniors will benefit from the free nutritious meal. Some seniors have limited funds, in fact the northern areas of Frontenac County have the lowest per capita income of all of Frontenac County.
- These events will bring seniors together and provide numerous volunteer opportunities where seniors can continue to make a valuable contribution and enjoy a sense of well-being.

CNF SALT is committed to our community’s seniors and continue to work diligently to provide an opportunity for seniors to come together, gather important information, reduce social isolation and allow them to continue to live in our community independently.

Thank you for taking the time to read our request and we look forward to hearing from you.

Best regards,

Catherine Tysick
Adult Centre Manager
Rural Frontenac Community Services
Minutes of a Regular Meeting of Council for The Corporation of the Township of North Frontenac, held December 13, 2019 in the Council Chambers, 6648 Road 506, Plevna, Ontario.

Present: Mayor Ron Higgins; Deputy Mayor Fred Perry and Councillor Wayne Good - Ward 1; Councillor Vernon Hermer and Councillor Gerry Martin – Ward 2; and Councillor John Inglis and Councillor Fred Fowler – Ward 3.

Also Present: Cheryl Robson, Chief Administrative Officer (CAO); Brooke Drechsler, Deputy Clerk/Assistant to the Planning Manager; Kelly Watkins, Treasurer; Corey Klatt, Manager of Community Development/CAO Back-up (MCD); Eric Korhonen, Director of Emergency Services/Fire Chief (DESFC); Gregg Wise, Public Works Foreman (PWF); and Katelyn Ronfeld, Public Works Administrative Assistant (PWAA).

1. Call To Order
The Mayor called the meeting to order at 9:00 a.m.

2. Approval of Agenda
Moved by Councillor Fowler, Seconded by Councillor Good
Be It Resolved That Council approves the Agenda for the Regular Meeting of Council dated December 13, 2019, as circulated.
Carried

3. Disclosures of Pecuniary Interest and General Nature Thereof
None declared.

4. Business Introductions
None.

5. Presentations
a) Employee/Volunteer Long Service Awards – Presentation from Mayor.
Moved by Councillor Fowler, Seconded by Councillor Good
Be It Resolved That Council presented the Long Services Awards for 2019 to the following employees:
   - Jim Boles – 25 Years
   - George Clement – 25 years
   - Greg Cooper – 10 Years
   - Gary Thompson – 10 Years
   - Dillon Boles – 10 years
And That Council thanks these employees for their dedication and years of service.
Carried

Note: The PWF and PWAA left the meeting at this time.

6. Delegations
a) Rural Frontenac Community Services (RFCS) re: Youth Programming Update and 2020 Funding Request.
Moved by Councillor Fowler, Seconded by Councillor Good #626-19
Be It Resolved That Council receives for information the presentation regarding Rural Frontenac Community Services (RFCS) – Programs for Rural Youth from Sarah McCullough, Youth Program Coordinator; and thanks her for her time spent today;
And That Council defers a decision to provide $5,400 in funding to the Youth Program until Budget Deliberations in 2020.
Carried

7. Adoption of Minutes
Moved by Councillor Fowler, Seconded by Councillor Good #627-19
Be It Resolved That Council adopts the Minutes of a Regular Meeting of Council dated November 22, 2019, as circulated;
And That Council adopts the Minutes of a Meeting of the Emergency Management Program Committee dated November 19, 2019 as circulated;
And That Council adopts the Minutes of the Personnel and Audit Committee dated November 26, 2019.
Carried

8. Business Arising from Minutes
a) Resolution #599-19 – Amendments to:
   i. By-law #94-16 - Procurement Policy; and
   ii. By-law #95-19 - Procedural Policy
Moved by Councillor Fowler, Seconded by Councillor Good #628-19
Whereas Council passed Resolution #599-19 at their meeting November 22, 2019 instructing the Clerk to amend the Procurement Policy to remove the Voucher Report; and the Procedural By-law to remove Bills and Accounts from the items to be contained in an Agenda package;
Therefore Be It Resolved That Council receives for information the amendments to the Procurement Policy and the Procedural By-law;
And That Council will consider By-laws later in the meeting to amend the Procurement Policy and adopt a new amended Procedural By-law.
Carried

Moved by Councillor Good, Seconded by Councillor Fowler #629-19
Whereas Council passed Resolution #476-19 at their meeting on September 6, 2019 receiving for information the Treasurer’s Administrative Report entitled “Cogeco’s Request for a Speed Test on the Township’s Website and Letter of Support” and authorized the Mayor to sign the Non-Disclosure Agreement and instructed the Treasurer to ensure the Speed Test is added to the Township Website and instructed the Manager of Community Development to post information on Social Media requesting residents to participate in the speed test and authorized the Mayor to submit a letter of support on behalf of Council and future requests from other companies be reviewed by the Mayor and the Treasurer and follow the same process and are authorized to sign future non-disclosures; however, the Mayor’s letter did not get submitted prior to receipt of the October 21, 2019 letter;
And Whereas Council denied Resolution #591-19 at their meeting November 22, 2019 receiving for information an email dated October 21, 2019 from Jim Pine, EORN; a letter dated October 21, 2019 from J. Murray Jones, EORN Chair; and an email dated November 5, 2019 from Michael Hennessy, Director, Commercial Sales advising EORN has modified their stance on signing the support letters for Cogeco and is encouraging municipalities to sign the broadband letter of support by November 30, 2019; and authorizing the Mayor to sign the modified letter of support and submit on behalf of Council;

Therefore Be It Resolved That Council receives for information an email dated November 28, 2019 from Mayor Higgins advising the support letter requested from Cogeco does not impact the Request for Proposal for cell gap coverage that is being led by EORN but is related to Broadband and requesting to provide the support letter to Cogeco;

And That Council authorizes the Mayor to sign the Broadband letter of support and submit on behalf of Council.

Carried

c) Resolution #580-19 – Council Portfolios

Moved by Councillor Good, Seconded by Councillor Fowler

Whereas Council passed Resolution #580-19 at their meeting November 1, 2019 instructing the Clerk to add Council Portfolios to the December Council meeting for discussion;

Therefore Be It Resolved That Council receives for information the 2019 Council Portfolios and Committee Composition;

And That Council instructs the Clerk to make the following amendments:
Remove from Mayor Higgins’s Portfolio – North Frontenac Lake Association Alliance – verbal reports; Add Eastern Ontario Leadership Council;
Add to Councillor Hermer’s Portfolio – Long Term Care and Social Services – Provide Reports to Council;
Add to Councillor Martin’s Portfolio – Lake Associations – Ward 2; Remove North Frontenac Trails Enhancement; Add North Frontenac Historical & Archives Society Inc.;
Update Council on Long Term Care under Responsibilities; Remove Decisions/Activities;
Add to Councillor Fowler’s Portfolio – Snow Road Snowmobile Club;
Add to Councillor Inglis’s Portfolio – Lake Associations – Ward 3.

Carried

d) Procedural By-law #95-19 Section 10.3 - Appointment of Deputy Mayor

Moved by Councillor Good, Seconded by Councillor Fowler

Whereas Section 10.3 of the Procedural Policy states “The Deputy Mayor position will be open for nomination on an annual basis every December. The incumbent is free to run for this position. If no other Councillor wishes to run for the position of Deputy Mayor, the incumbent may remain in the position”;

Therefore Be It Resolved That Council receives for information the presentation(s) from:
Councillor Martin
Deputy Mayor Perry;
And That Council appoints Councillor Martin as the Deputy Mayor for a one year term;  
And That Council will consider an Appointing By-law later in the Meeting.  
Carried

This was a Recorded Vote:

<table>
<thead>
<tr>
<th>Councillor</th>
<th>NAME OF MEMBER OF COUNCIL</th>
<th>Deputy Mayor Perry</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin</td>
<td>Councillor Fowler</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Councillor Good</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Councillor Hermer</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Councillor Inglis</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Councillor Martin</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Deputy Mayor Perry</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>Mayor Higgins</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5 Carried by:</td>
</tr>
</tbody>
</table>

e) Resolution #568-19 –Update from Mayor re: Ministry of Natural Resources and Forestry.  
Moved by Councillor Good, Seconded by Councillor Fowler #632-19

Whereas Council passed Resolution #568-19 at their meeting on November 1, 2019 receiving a report from the Mayor and instructing the Mayor and Deputy Mayor to schedule a meeting with Ministry of Natural Resources and Forestry (MNRF) Senior Management and/or the Minister’s Senior Advisors to discuss the issues and reach consensus on the way forward;  
Therefore Be It Resolved That Council receives for information a verbal update from the Mayor regarding a meeting with Suzy Shalla, Manager, Bancroft District, MNRF, on December 11, 2019;  
And That Council instructs the Mayor to provide an administrative report at the January Council meeting detailing the information received from the MNRF;  
And That Council instructs the Mayor to provide a letter to the Minister advising a meeting is no longer required with respect to the ANSIs in North Frontenac.  
Carried

9. Communications – Clerk’s Administrative Reports  
A: Received for Information:
Moved by Councillor Fowler, Seconded by Councillor Good

Be It Resolved That Council receives Section A Items of the Clerk’s Administrative Report entitled Communications of Interest, as set out below, for information:

1. Deputy Minister, Small Business and Red Tape Reduction Ministry of Economic Development, Job Creation and Trade re: Province of Ontario Launches Job Site Challenge;
2. Dan Carter, CEO of Canadian Hemp Farmers Alliance re: Municipality Sustainable RoadMap Speaker;
5. Town of Whitchurch-Stouffville Council Resolution re: Ban on Single-Use Disposable Wipes;
6. Ministry of Municipal Affairs and Housing (MMAH) re: Better for People, Smarter for Business Act, 2019 (Bill 132);
7. Township of Larder Lake re: Request for Support – Main Street Revitalization Grant, Extension Request;
8. Prime Minister’s Awards for Teaching Excellence Innovation, Science and Economic Development Canada re: Nominate a Teacher and/or Early Childhood Educator;
9. Town of Amherstburg re: Declaration of Climate Emergency;
10. Ainley Group Consulting, Engineers and Planners re: Municipal Class Environmental Assessment – Bolingbroke Bridge, Tay Valley Township;
11. Randy’s Annual Christmas Party Hootenanny re: Everyone Welcome - Sunday December 15, 2019 Grand Hotel in Carleton Place;
13. Ontario Good Roads Association (OGRA) Board of Directors re: Slate of Candidates;
15. John Yakabuski, Minister of Natural Resources and Forestry (MNRF) re: Draft Forest Sector Strategy on Environmental Registry;
16. County of Frontenac re: Provincial Offences Revenue;
17. Township of Greater Madawaska re: Request for Support – To Allow Electronic Delegations with Premier or Ministers;

Carried

B: Action Items:

B1. Scott and Alison Gemmill, Residents re: Request to Council – To Obtain an Old Sign
Moved by Councillor Good, Seconded by Councillor Fowler #634-19
Be It Resolved That Council receives for information a letter dated November 15, 2019 from Scott and Allison Gemmill requesting to obtain the Snow Road Hamlet sign that was recently replaced;
And That Council approves this request and instructs the Manager of Community Development to contact Mr. and Mrs. Gemmill to arrange pick-up of the old Snow Road Hamlet sign;
And That any future request for Township signage to be donated be provided to the Manager of Community Development for consideration provided the requests are received in a timely manner due to lack of storage space.
Carried

B2. Rural Transportation Project Steering Committee re: Invitation to the Rural Transportation Table
Moved by Councillor Fowler, Seconded by Councillor Good #635-19
Be It Resolved That Council receives for information an email dated November 20, 2019 from the Rural Transportation Project Steering Committee extending an invitation to join the Rural Transportation Table, with the first meeting scheduled for December 11, 2019;
And That Councillor Hermer will attend the Meetings on behalf of the Township of North Frontenac as part of his portfolio “Long Term Care and Social Services”.
Carried

B3. Pete Bunnett, Resident re: New Roadside Signage
Moved by Councillor Fowler, Seconded by Councillor Good #636-19
Be It Resolved That Council receives for information an email dated November 22, 2019 from Pete Bunnett regarding the new Township of North Frontenac signs;
And That Council thanks the Manager of Community Development and his staff for completing this excellent project.
Carried

B4. Kevin McMillan/Chris Dunham, Residents re: Request for Relief from the Recreational Vehicle By-law
Moved by Councillor Good, Seconded by Councillor Fowler #637-19
Be It Resolved That Council receives for information a letter dated December 4, 2019 from Kevin McMillan on behalf of Chris Dunham seeking relief from By-law #83-19 “To Licence Recreational Vehicles in the Municipality” Section 3 (d)(v) “A Recreational Vehicle shall be services with an onsite Class 4 sewage disposal system approve under the Building Code”, as the RV has been placed on the property since 1999; is serviced by an outhouse; the RV toilet is not used; the RV is not connected to forced water (Potable water supply); the RV is used seasonally; and the RV is on vacant land, not on a lake front;
And That Council defers this request until a meeting of Council is scheduled to address the Recreational Vehicle By-law.
Carried
10. Council, CAO and Managers’ Administrative Reports
a) Clerk/Planning Manager – Shore Road Allowance Application for Approval in Principle – Webster

Moved by Councillor Good, Seconded by Councillor Fowler #638-19

Be It Resolved That Council receives for information the Clerk/Planning Manager’s Administrative Report entitled “Shore Road Allowance Application for Approval in Principle – Webster”;

And That Council approves in principle the Application to close, stop up and sell the Road Allowance as described below:

- Part of the Shore Road Allowance around Mississagagon Lake, lying adjacent to Part of Lot 11, Concession 9, geographic Township of Barrie, Township of North Frontenac.

Carried

b) Clerk/Planning Manager – Lot Road Allowance Closure for Approval in Principle – Philp

Moved by Councillor Good, Seconded by Councillor Fowler #639-19

Be It Resolved That Council receives for information the Clerk/Planning Manager Administrative Report entitled “Lot Road Allowance Closure for Approval in Principle – Philp”;

And That Council approves in principle the Application to close, stop up and sell the Road Allowance as described below:

- Part of the Lot Road Allowance between Lots 15 and 16, Range B, geographic Township of Barrie, adjacent to the Philp properties.

Carried

c) Clerk/Planning Manager – Shore Road Allowances Closure and Sale By-law – Heenan, Mahoney/Ashberry, Sheets, Scott Eaton and Stephen Eaton

Moved by Councillor Good, Seconded by Councillor Fowler #640-19

Be It Resolved That Council receives for information the Clerk/Planning Manager’s Administrative Report entitled “Shore Road Allowances Closure and Sale By-law – Heenan, Mahoney/Ashberry, Sheets, Scott Eaton and Stephen Eaton”;

And That, as required by By-law #22-15,

- All Those Parts of the Shoreline Road Allowance around Kashwakamak Lake lying in front of Lots 1, 2, 3 and Part of Lot 4, on Registered Plan 1125, geographic Township of Barrie, Township of North Frontenac, County of Frontenac being Parts 1 through 7 on Registered Plan 13R-22117;

be declared as surplus and sold to the adjoining owners. Appraisals of these properties are not necessary as these are Shore Road Allowances;

And That Council will consider a By-law later in the meeting to Stop-up, Close and Sell a Portion of these Shore Road Allowances.

Carried

d) Clerk/Planning Manager – Appeal of Zoning By-law Amendment Application - #Z1/19 Smart’s Marina Ltd.
Moved by Councillor Fowler, Seconded by Councillor Good #641-19
Be It Resolved That Council receives for information the Clerk/Planning Manager’s Administrative Report entitled “Appeal of Zoning By-law Amendment Application – Z1/19 Smarts Marina Ltd.”
Carried

e) Manager of Community Development – Ompah Community Volunteer Association Request re: North Frontenac Crown Road Permits

Moved by Councillor Fowler, Seconded by Councillor Good #642-19
Be It Resolved That Council receives for information the Manager of Community Development’s (MCD) Administrative Report entitled “Ompah Community Volunteer Associations Request re: North Frontenac Crown Road Permits”;
And That Council denies this request as the Township is not willing to consider multiple Agreements at this time.
Carried

f) Public Works Manager – Full Cost Accounting for Ontario Recycling Programs Initiative

Moved by Councillor Fowler, Seconded by Councillor Good #643-19
Be It Resolved That Council receives for information the Public Works Manager’s Administrative Report entitled “Full Cost Accounting for Ontario Recycling Programs Initiative”.
Carried

g) Mayor – Economic Development/Business Community

Moved by Councillor Fowler, Seconded by Councillor Good #644-19
Be It Resolved That Council receives for information the Mayor’s Administrative Report entitled “Economic Development/Business Community”;
And that Council approves the Mayor and MCD to host a meeting with North Frontenac Business owners to brainstorm ideas to determine if there are opportunities to work in collaboration to promote our current businesses within the Township; attract new businesses; and enhance our economy;
And That the Mayor shall report back to Council information based on feedback from our Businesses;
And That Council approves up to $200 being spent for a light luncheon for this meeting and the funds shall come from the Economic Development – Promotions budget.
Carried

h) Mayor – Staff Workload

Moved by Councillor Good, Seconded by Councillor Fowler #645-19
Be It Resolved That Council receives for information the Mayor’s Administrative Report entitled Staff Workload;
And That Mayor recommends that Council discontinue adding any more workload to staff for four months starting January 2020. This will allow staff to focus on catching up on outstanding projects. This would include not assigning any work by Council through Resolutions and not assigning any more work related to delegations and or presentations until the four-month period is over;
**And That** Council members do not ask the CAO to have staff review or research items they feel necessary but Council complete an administrative report after May 1, 2020; however, if a Councillor feels it is a high priority which should be considered prior to May 1\textsuperscript{st} that the Council Member schedule a meeting with the Mayor and CAO to discuss the matter;

**And That** the Council has authorized the Frontenacs (County and Townships) to issue a Joint Request for Proposal (RFP) for a Joint Service Delivery Review if we are successful in receiving the Provincial new Municipal Modernization Program Intake One funding, which will help the CAO assess our ongoing staffing needs, resources, possible joint opportunities and provide recommendations to Council for their consideration;

**And That** Council communicate to our residents that due to the fact that Municipal Government workloads have extremely increased in 2019 and 2020 (i.e. new legislation, possible funding opportunities require immediate additional work, Municipal Modernization Program – Service Delivery Reviews to be completed in a short time frame, etc.) Council will not be instructing the CAO to have new assignments completed by staff prior to May 1, 2020.

*Carried*

i) Councillor Inglis – 2019 OEMC Conference

**Moved by Councillor Good, Seconded by Councillor Fowler**  
**#646-19**

**Be It Resolved That** Council receives for information Councillor Inglis’ Administrative Report entitled “2019 OEMC Conference”.

*Carried*

j) Strategic Plans and Goals 2019-2022 Owner’s Updates:

i. Councillor Inglis – Investigate Incentive for Businesses and Tourism Expansion – Verbal Update (see attached)

**Moved by Councillor Good, Seconded by Councillor Fowler**  
**#647-19**

**Be It Resolved That** Council receives for information a verbal update from Councillor Inglis’ regarding Investigating Incentives for Businesses and Tourism Expansion.

*Carried*

ii. Manager of Community Development – Update re: 2019-2022 Township’s Strategic Goals

**Moved by Councillor Fowler, Seconded by Councillor Good**  
**#648-19**

**Be It Resolved That** Council receives for information the Manager of Community Development’s Administrative Report entitled “Manager of Community Development’s Update re: 2019 – 2022 Township’s Strategic Goals” with respect to Volunteer Recognition;

**And That** during Budget Deliberations Council will consider making the Volunteer Dinner an annual event.

*Carried*

iii. Mayor Higgins – Strategic Plan and Objectives Seniors Housing and Stay at Home
Moved by Councillor Good, Seconded by Councillor Fowler #649-19

Be It Resolved That Council receives for information the Mayor Higgins, Councillor Martin and Councillor Hermer’s Administrative Report entitled “Strategic Plan and Objectives – Seniors Housing and Stay at Home”;

And That to move forward Council finalizes the location of the senior housing. Two locations have been identified by Council, as the Township owns the land required for the building, being Cloyne (tennis court area) and Plevna (at the old MNR building site). In our survey most respondents picked Cloyne or Ompah. As we do not own land in Ompah that location can be eliminated, and Council approves Cloyne as the preferred location if this project proceeds;

And That Council instructs the Mayor and the Treasurer to assess the two options (IAH funded or Township funded) as presented by the consultant and report back to Council on the preferred option for Senior Housing;

And That Mayor Higgins, Councilors Martin and Hermer will finalize the costs of a stay at home program for seniors, for a decision by Council during budget deliberations.

Carried

iv. Treasurer – Strategic Plan Year End Updates - Reserves/Reserve Funds and Maintain AMP to Ensure Long Term Sustainability

Moved by Councillor Good, Seconded by Councillor Fowler #650-19

Be It Resolved That Council receives for information the Treasurer’s Administrative Report entitled “Strategic Plan Year End Update – Reserve/Reserve Funds and Maintain Asset Management Plan to ensure long term sustainability”.

Carried

v. Public Works Manager – Explore Sewage Disposal Opportunities

Moved by Councillor Fowler, Seconded by Councillor Good #651-19

Be It Resolved That Council receives for information purposes the Public Works Manager’s Administrative Report entitled “Explore Sewage Disposal Opportunities”;

And That the Public Works Manager is not required to investigate the opportunities for sewage disposal at this time.

Carried

vi. Chief Administrative Officer and Manager of Community Development – Strategic Plan Year End Update – Enhance Communications Plan

Moved by Councillor Good, Seconded by Councillor Fowler #652-19

Be It Resolved That Council receives for information the CAO and MCD’s Administrative Report entitled “Strategic Plan Year End Update – Enhance Communications Plan”.

Carried

Note: Sandra Lessard, Deputy Treasurer, attended the meeting at this time.

vii. Mayor – Strategic Plan and Objectives - Council Diversity and Pay Scales

Moved by Councillor Good, Seconded by Councillor Fowler #653-19

Be It Resolved That Council receives for information the Mayor’s Administrative Report entitled Strategic Plan and Objectives – Council Diversity and Pay Scale;
And That Council selects one of the following Ward options;
1. Remain at 3 Wards with a reduced Council size of 5 with 3 Councilors elected per Ward, Deputy Mayor and Mayor elected at large;
2. Remain at 3 Wards with a Council size of 7 (Deputy Mayor elected by Council);
3. Move to 2 Wards (equal population) with a reduced Council size of 5 with 2 Councilors elected per Ward and Mayor elected at large (Deputy Mayor elected by Council);
4. Move to 2 Wards (equal population) with a Council size of 7 with 3 Councilors elected per Ward and Mayor elected at large (Deputy Mayor elected by Council);
5. Remove Wards with a reduced Council size of 5 with 3 Councilors and Mayor elected at large;
6. Remove Wards with a reduced Council size of 5 with 4 Councilors and Mayor elected at large (Deputy Mayor elected by Council);
7. Remove Wards with a Council size of 7 with 5 Councilors, Deputy Mayor and Mayor elected at large;

And That Council will defer this discussion until the August 2020 meeting.

Carried

Council Pay Scale
Moved by Councillor Good, Seconded by Councillor Fowler #654-19
Be It Resolved That based on the Mayor’s Administrative Report and the decision of Council on the Ward system, Council instructs the Mayor to gather additional information from Council on how they envision the Council pay scale should be structured and return to Council with a recommendation;

And That based on the benchmarking results, from a Deputy Mayor perspective, that Mayor will engage Council to determine their thoughts on how the Deputy Mayor should be paid on the next term of Council and return to Council with a recommendation at the August 2020 meeting.

Carried

k) Mayor – Strategic Plan and Objectives (see attached)
Moved by Councillor Fowler, Seconded by Councillor Good #655-19
Be It Resolved That Council receives for information the Mayor’s Administrative Report entitled Strategic Plan and Objectives.

And That Council approves the Mayor’s recommended changes to the Strengths, Weaknesses, Opportunities and Threats (SWOT) to include the following:

Strengths:
- Remove Miscellaneous
- Remove Economic Development
- Add Community Improvement Plan (CIP)
- Add Social Media
- Add Zoning By-law Finalized
- Add Strong Cultural History
- Add Safe Communities

Weaknesses:
- Remove Roads
Remove Staffing/Council Issues
Remove Waste
Remove Miscellaneous
Remove Communication – what we do well and not well
Remove No control over MPAC assessments
Remove Training for Council “Social Media”
Remove Lobby Telephone providers for service
Add By-law Enforcement
Add Complaints on the rise
Add Workload increasing for staff
Add Marketing – Promotion of North Frontenac

Opportunities:
Remove “to County Level” from Senior residence – affordable
Remove Develop Municipal properties
Remove Develop Partnerships
Remove Generate power using refuse wood/water/solar
Remove Museum
Remove Buy property
Remove Community Improvement Plan (CIP)
Remove Power generation (Green) residential/business versus industrial
Add “Expand” in front of Recycle and exchange facility
Add Cell and Broadband on the way
Add Modernization Focus and Funding from the Province
Remove Sewage Disposal Site
Remove Solar Micro FIT
Remove Sewage Disposal Opportunities – Disposal Treatments

Threats:
Remove Official Plan not approved
Remove Industrial Wind Turbines (IWT)
Remove Green Energy Act – Industrial Wind Turbines
Add Telephone land line service
Remove Sewage Disposal
Remove Gasoline/Diesel Fuel Access
Remove Broadband/Cell
Remove Non Lakefront Development
Remove Weather – Global Warming
Remove OPP Billing – no longer a threat now a reality
Remove School Closure/Enrollment
Remove Tourism Decline
Remove Rural Ontario Model Disappearing/Urban Divide
Remove Amalgamation
Remove Regional Government

And That Council approved the Mayor’s recommended changes to the Short List of Key Priorities to include the following:
1. **Economic/Community Development**
   - Remove Volunteer Recognition
   - Add Collaborate with NF businesses to enhance our economy
   - Owner: Mayor
   - Add CIP after Investigate Incentives for Business
   - Add Community Development after Tourism Expansion

2. No changes – **Support initiatives for Seniors to remain in the Community for as long as possible**

3. **Enhance and Sustain Capital Assets/Infrastructure**
   - Keep Maintain Asset Management Plan to ensure long term sustainability
   - Keep Maintain Reserves/Reserve Funds
   - Remove Sewage Disposal Opportunities – disposal treatment
   - Add “Assets and” before AMP

4. **Keep Enhance Communications Plan**
   - Remove Train Council on Social Media
   - Change Owner to Treasurer and Manager of Community Development

5. **Attract a diverse Council**
   - Owner: Mayor
   - Leave in Review Council Structure and Pay Scale
   - Remove Encourage Diversity on Council

6. **Add new Heading “Modernization”**
   - Add Identify opportunities to Modernize North Frontenac
   - Owner: CAO
     - Add Collaborate with other Municipalities
   - Owner: CAO

7. **Add new Heading “Staffing”**
   - Add Review hiring own planner versus contact planner
   - Owner: Clerk/Planning Manager

**And That** Council instructs the Clerk to make the amendments as discussed and agreed upon today as set-out above and provide the amendments to Council at the next meeting for Council to consider approving the updated 2019-2022 Township’s Strategic Plan; and Strategic Goals/Objectives and Owners.

**Carried**

Note: Councillor Hermer left the meeting at this time.

1) **Director of Emergency Services/Fire Chief – Vehicle Replacement Schedules – North Frontenac Fire Department – Revised Proposal from 2018**

Moved by Deputy Mayor Perry, Seconded by Councillor Martin #656-19

**Be It Resolved That** Council receives for information the Director of Emergency Services, Fire Chief’s Administrative Report entitled “Vehicle Replacement Schedules – North Frontenac Fire Department – Revised proposal from 2018”;

**And That** Council approves increasing the Contributions to the Fire Tangible Capital Asset Reserve Fund to $143,375 (from $127,875) effective 2020 to provide a Utility Vehicle at each Fire Station.

**Carried**
m) Public Works Manager – 2020 Summary of 10 Year Capital Plan

**Moved by Deputy Mayor Perry, Seconded by Councillor Martin** #657-19

**Be It Resolved That** Council receives for information purposes the Public Works Manager’s Administrative Report entitled “Public Works – 2020 Summary of 10 Year Capital Plan”;

**And That** Council approves increasing the Contributions to the Roads Tangible Capital Asset Reserve Fund by $6,000 effective 2020 to provide funds for a Guide Rail Program.

**Carried**

n) Treasurer – 2020 Summary of the Ten (10) Year Capital Plan 2020-2029; Tangible Capital Asset (TCA) Replacement Schedules (planned spending) as amended.

**Moved by Councillor Martin, Seconded by Deputy Mayor Perry** #658-19

**Be It Resolved That** Council receive the Treasurer’s Administrative Report entitled “North Frontenac 2020 Summary of the Ten (10) Year Capital Plan 2020-2029, TCA Replacement Schedules (planned spending)” for information purposes;

**And That** Council approves the 2020 Summary of the 10 Year Capital Plan (2020 – 2029) Tangible Capital Asset (TCA) Replacement Schedules (planned spending);

**And That** Council authorizes the CAO and Managers to proceed with the applicable 2020 TCA Capital Purchases/Tenders (in accordance with these Schedules and the Procurement By-law).

**Carried**

11. External Committees/Local Boards/ Task Force Notes and Reports (Received for information only)

a) Notes of a Meeting of the Economic Development Task Force dated November 20, 2019

**Moved by Councillor Martin, Seconded by Deputy Mayor Perry** #659-19

**Be It Resolved That** Council receives for information the Notes of a Meeting of the Economic Development Task Force dated November 20, 2019.

**Carried**

b) Minutes of a Meeting of the Committee of Adjustment/Planning Advisory Committee dated October 21, 2019.

**Moved by Deputy Mayor Perry, Seconded by Councillor Martin** #660-19

**Be It Resolved That** Council receives for information the Minutes of a Meeting of the Committee of Adjustment/Planning Advisory Committee dated October 21, 2019.

**Carried**

12. Bills and Accounts

**Moved by Deputy Mayor Perry, Seconded by Councillor Martin** #661-19

**Be It Resolved That** Council receives the following Voucher Payment Details in the amount of $188,501.43 for information purposes:

- November 20, 2019 @ $64,285.33
• November 27, 2019   @  $ 67,832.01
• December 4, 2019   @  $ 56,384.09

Carried

13. Giving Notice of a Motion (By a Member of Council to the Clerk for Council’s Consideration for Inclusion on the next Meeting Agenda)

None.

14. Motions, Written Notice of Which Have Been Given (By a Member of Council and Approved by Council at a Prior Meeting)

None.

15. Council Portfolios (Verbal Report)

16. Introduction and Reading of By-laws

Moved by Deputy Mayor Perry, Seconded by Councillor Martin

Be It Resolved That leave be given the Mover to introduce the following By-laws that have been circulated to all members of Council and that these By-laws be read a first and second time:

a) #98-19 – To Appoint the Deputy Mayor;

b) #99-19 – To Amend and Adopt a Procedural By-law (To Remove Bills and Accounts from Agenda Package);

c) #100-19 – To Amend the Procurement Policy (To Remove Voucher Report);

d) #101-19 – To Adopt a Notice Requirement Policy;

e) #102-19 - To Close and Sell Shore Road Allowance – Heenan, Mahoney/Ashberry, Sheets, Scott Eaton and Stephen Eaton;

f) #103-19 – To Sign Development Agreement with Warren Reeve and Deborah Reeve.

Carried

Moved by Councillor Martin, Seconded by Deputy Mayor Perry

Be It Resolved That the following By-laws be read a third time, signed, sealed and finally passed:

a) #98-19 – To Appoint the Deputy Mayor;

b) #99-19 – To Amend and Adopt a Procedural By-law (To Remove Bills and Accounts from Agenda Package);

C) #100-19 – To Amend the Procurement Policy (To Remove Voucher Report);

d) #101-19 – To Adopt a Notice Requirement Policy;

e) #102-19 - To Close and Sell Shore Road Allowance – Heenan, Mahoney/Ashberry, Sheets, Scott Eaton and Stephen Eaton;

f) #103-19 – To Sign Development Agreement with Warren Reeve and Deborah Reeve.

Carried

17. Public Forum (The Mayor shall invite questions from the gallery, provided question is pertinent to today’s agenda items only.)
Note: The MCD, DESFC, Treasurer and Deputy Treasurer left the meeting at this time.

18. Closed Session
Moved by Deputy Mayor Perry, Seconded by Councillor Martin #664-19
Be It Resolved That Council retires to Closed Session at 4:35 p.m. to:
   a) Adopt Minutes of the following:
      i. Closed Meeting of Council dated November 22, 2019; and
      ii. Closed Session of the Personnel and Audit Committee dated November 26, 2019;
   b) Subject Matter Relating to the Consideration of a Request under the Municipal Freedom of Information and Protection of Privacy Act.
Carried

Return to Open Session
Moved by Councillor Martin, Seconded by Deputy Mayor Perry #665-19
Be It Resolved That Council returns to Open Session at 4:45 p.m.
Carried

19. Rise and Report
The Mayor advised:
   a) Council adopted Minutes of a Closed Meetings of Council dated November 22, 2019 and the Closed Session of the Personnel and Audit Committee dated November 26, 2019;
   b) Council received a Confidential Administrative Report relating to the consideration of a Request under the Municipal Freedom of Information and Protection of Privacy Act.

20. Confirming By-law
   a) Confirming By-law #104-19 for the December 13, 2019 Regular Meeting of Council.
Moved by Deputy Mayor Perry, Seconded by Councillor Martin #666-19
Be It Resolved That By-law #104-19, being a By-law to confirm all actions and proceedings of Council for its Regular Meeting held December 13, 2019 be read a first and second time.
Carried
Moved by Councillor Martin, Seconded by Deputy Mayor Perry #667-19
Be It Resolved That By-law #104-19 be read a third time and finally passed.
Carried

21. Adjournment
Moved by Deputy Mayor Perry, Seconded by Councillor Martin #668-19
Be It Resolved That Council adjourns the Meeting at 4:46 p.m. until the January 17, 2020 or at the call of the Chair.
Carried

Mayor
_____________________________
Clerk
_____________________________

Regular Council Minutes
December 13, 2019
Page 16 of 16
Economic Development Task Force Update

The township’s 2019 to 2022 strategic goals contain objectives for the EDTF: (a) investigate incentives for business and (b) tourism expansion. I am the ‘owner’ of these objectives, as Chair of the EDTF. I’ve chose a verbal rather than an administrative report for two reasons.

1- The EDTF is setting a budget and its internal strategic plan within the next couple of months.

2- The Mayor wishes to slightly re-direct the EDTF and to investigate business opportunities outside the current plan of the EDTF

I anticipate presenting an administrative report including these two items, in March of 2020.

The EDTF has four current ongoing activities:

1- promotion of temporary accommodation in North Frontenac. This work is being done with County Planning and Economic Development staff. We now have forward-looking zoning in place and our next steps will be further work with the building department and promotion to the public. In a few years we may be looking at a licensing system to control development.

2- dark skies viewing pad. With the help of local astronomers Guy Nason and Gary Colwell we are continuing to host weekend events, classes and possibly a club. We are planning an observatory building for the 16” Fred Lossing reflector telescope donated by the Mill of Kintail group. Current resources would allow a roll-off shelter. $50,000 would build a small observatory. The site continues to grow in reputation and popularity.

3- mural placement by local artists. Round 4 has been completed, and we are contemplating Round 5 for 2020. Feedback is generally positive, cost to the township is modest.

4- our Community Improvement Plan is directed at businesses, but has had low uptake. We are attempting to broaden the scope of the plan.

The first 3 items could be said to promote tourism. The accommodation issue is especially crucial and has been recognized as a problem for years. We are also forming connections with a new tourism group (private sector) in Central Frontenac.

In terms of incentives for business, we have been quite weak. The CIP helps a bit, and certainly a business-friendly attitude on staff is extremely valuable. This is the area the Mayor would like to explore independently, and I fully support the initiative because the current EDTF has enough work. It is a success simply to keep the same volunteers coming to a meeting each month.
Strategic Planning

Strengths, Weaknesses, Opportunities and Threats (SWOT)

**Strengths** – What would you consider to be our Strengths (what do we do well) in North Frontenac?

- Environment
- Roads
- Amenities/Services
- Staff/Council
- Communication
- Waste/Recycling
- Emergency Services
- Miscellaneous
- Economic Development
- Provision of Services
- Planning Issues “Land Management”
- Emergency Services
- Taxes Relevant to cost of living
- Community Centres
- Star Pad
- Volunteerism
- Hunting / Fishing
- Community Improvement Plan (CIP)
- Social Media
- Zoning Bylaw Finalized
- Strong Cultural History
- Safe Communities
Weaknesses - What would you consider to be our Weakness (what can we improve in North Frontenac)?

- Economic Development
  - Roads
  - Staffing/Council Issues
- Taxes
- Cell Reception/Internet Connection
- Policing/Enforcement
- Waste
- Medical Services
- Miscellaneous
  - Lack of significant tax base
  - Enhance Service Delivery
- Communication - what we do well and not well
  - Ambulance Service at night
  - Not easy for developers
- No control over MPAC assessments
- In home living for seniors “support”
- Training for Council “Social Media”
- No Public access to Mississippi River in Ward 2
- Lobby Telephone providers for service
- Overnight accommodations
- Property Standards
- By-laws complaint driven
- Sewage Disposal for contract haulers
- By-law Enforcement
- Complaints on the rise
- Workload increasing for staff
- Marketing & Promotion of North Frontenac
Opportunities – what are the trends suggesting the future opportunities of the Township of North Frontenac

- Tourism – develop and promote multi-use trails
- Attract Investment
- Work collaboratively with Government bodies
- Sewage disposal site (to County Level)
- Investigate incentives for businesses
- Expand Recycle and exchange facility (PWM working on per Council Resolution)
- Senior residence – affordable (to County Level)
- Develop Municipal properties
- Promote Green Energy Solar/Water
- Amusement park/recreational facility for all ages
- Outdoor activities/business ventures
- Develop partnerships
- Enticing companies to come to the area – i.e. build on natural resources.
- Generate power using refuse wood/water/solar.
- Partnerships – forestry opportunities – conservation authorities (dams).
- Family days – activities encouraged.
- Youth programs – games areas, family activities, etc.
- Bus tours – set up historical plaques/picturesque sites.
- Museum.
- Licensed daycares.
- E-commerce.
- Events and festivals.
- Buy property.
- Provincial Park (Crotch Lake).
- Solar MicroFIT.
- Community Improvement Plan (CIP).
- Develop Multi-Use Trails.
- Utilize fish hatchery building.
- Explore sewage disposal opportunities – disposal treatment.
- Use services/retired expertise – part-time.
- Access grants.
- Use website (CLSP) to promote businesses.
- CLSP – future employment; land sales; increases to businesses in area – has and will continue to derive from; allows people to come to the area and explore it.
- Strategic partnerships (with other municipalities, organizations).
- Power generation (Green) residential/business versus industrial.
- Senior Residence
- Compacting baler for plastics in anticipation of energy from waste facility
- Climate Change mitigation and adaptation plan for the Township
- Existing snowmobile / ATV trail network
- Hunting/ Fishing
- Municipal Campground
- Cell and Broadband on the way
- Modernization Focus and Funding from the Province
Threats – what are the trends suggesting in terms of the potential negative impacts for the work of the Township of North Frontenac not under our control.

- Lack of industrial/commercial establishments in the Frontenac’s i.e. no large Hamlets/Towns
- Young population leaving
  - School closure/enrollment
  - Sewage disposal
- Provincial downloading
  - Tourism decline
- OPP Billing – no longer a threat now a reality.
- Land claim results.
- Weather—global warming.
- Reduction in provincial funding.
  - Rural Ontario model disappearing./Urban Divide
- Development increases demands on waste site.
  - Amalgamation.
  - Regional government.
- North/South Road Connections.
  - Official Plan not approved.
- MNR cut-backs.
  - Industrial Wind Turbines (IWT).
- Lack of employment opportunities (long term).
- Waste disposal sites.
  - Gasoline/Diesel fuel access.
- Aging infrastructure – roads, bridges and buildings.
  - Non-lake front development.
  - Broadband/Cell.
- Landlines for Phone Service in Snow Road Area.
- Land fill/Waste
- Climate Change
- Lack of Development to build larger tax base
- Attract young people for Council
- Telephone land line service
Determining Key Priorities

1. Attract and encourage investment (lack of local services; investigate incentives for businesses; lack of industrial/commercial development; etc.)
2. Improve Branding/Marketing/Signage – (Crown Land Stewardship Program, etc.)
3. Recreational opportunities Identify/Enhance Recreation opportunities/facilities. Objectives: Tourism – develop and promote multi-use trails; lack of staging area (parking) for trail use; investigate using Municipal Property for recreation purposes; etc.
4. Natural environment
5. Work collaboratively with Government bodies (with Provincial/Federal)

Short List of Key Priorities based on January 7, 2019, December 13, 2019 Special Council Meeting – SWOT

<table>
<thead>
<tr>
<th>Economic/Community Development</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investigate Incentive for Businesses (Community Improvement Plan (CIP))</td>
<td>Economic Development Task Force</td>
</tr>
<tr>
<td>Tourism Expansion and Community Development</td>
<td>Economic Development Task Force</td>
</tr>
<tr>
<td>Volunteer Recognition</td>
<td>Manager of Community Development (MCD)</td>
</tr>
<tr>
<td>Collaborate with North Frontenac Businesses to Enhance our Economy</td>
<td>Mayor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Support Initiatives for seniors to remain in the Community for as long as possible</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proceed with a multi-unit affordable residence for seniors</td>
<td>Mayor, Deputy Mayor and Councillor Hermer</td>
</tr>
<tr>
<td>Explore opportunities for Seniors to remain in their home</td>
<td>Mayor, Deputy Mayor and Councillor Hermer</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Enhance and Sustain Capital Assets/Infrastructure</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintain Assets and Asset Management Plan to ensure long term sustainability</td>
<td>Treasurer</td>
</tr>
<tr>
<td>Maintain Reserves/Reserve Funds</td>
<td>Treasurer</td>
</tr>
<tr>
<td><strong>January 7, 2019 Council Meeting – SWOT Review</strong></td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>December 13, 2019 Council Meeting – SWOT Review</strong></td>
<td></td>
</tr>
</tbody>
</table>

- Explore sewage disposal opportunities—disposal treatment  
  **Public Works Manager**

### Enhance Communications Plan

- Train Council on Social Media  
  **CAO and MCD**

- Enhance communications mechanisms and information to reach all Public  
  **CAO Treasurer and Manager of Community Development**

### Attract a Diverse Council

- Encourage diversity on Council  
  **Mayor and Council**

- Review Council Structure and Pay Scale  
  **Mayor and Council**

### Modernization

- Identify opportunities to Modernize North Frontenac  
  **CAO**

- Collaborate with other Municipalities  
  **CAO**

### Staffing

- Review hiring own Planner versus Contract Planner  
  **Clerk/Planning Manager**
Be It Resolved That Council receives for information the Mayor's Administrative Report entitled Strategic Plan and Objectives.

And That Council approves the Mayor's recommended changes to the Strengths, Weaknesses, Opportunities and Threats (SWOT) to include the following:

Strengths:
Remove Miscellaneous
Remove Economic Development
Add Community Improvement Plan (CIP)
Add Social Media
Add Zoning By-law Finalized

Weaknesses:
Remove Roads
Remove Staffing/Council Issues
Remove Waste
Remove Miscellaneous
Remove Communication – what we do well and not well
Remove not easy for developers
Remove No control over MPAC assessments
Remove Training for Council “Social Media”
Remove Lobby Telephone providers for service
Add By-law Enforcement
Add Complaints on the rise
Add Workload increasing for staff
Add Marketing – Promotion of North Frontenac
Opportunities:
- Remove "to County Level" from Sewage disposal site
- Remove "to County Level" from Senior residence — affordable
- Remove Develop Municipal properties
- Remove Develop Partnerships
- Remove Generate power using refuse wood/water/solar
- Remove Museum
- Remove Buy property
- Remove Community Improvement Plan (CIP)
- Remove Power generation (Green) residential/business versus industrial
- Add "Expand" in front of Recycle and exchange facility
- Add Cell and Broadband on the way
- Add Modernization Focus and Funding from the Province

Threats:
- Remove Official Plan not approved
- Remove Industrial Wind Turbines (IWT)
- Remove Green Energy Act — Industrial Wind Turbines
- Add No control over MPAC assessments
- Add Telephone land line service
- Remove Sewage Disposal
- Remove School Closure/Enrollment
- Remove Tourism Decline
- Remove Gasoline/Diesel Fuel Access
- Remove Broadband/Cell
- Remove Non-Use from Development
- Remove Amalgamation
- Remove CIP Billing
- Remove CIP Billing
- No longer a threat now a reality

And That Council approved the Mayor's recommended changes to the Short List of Key Priorities to include the following:

1. **Economic/Community Development**
   - Remove Volunteer Recognition
   - Add Collaborate with NF businesses to enhance our economy
   - Owner: Mayor
     - Add CIP after Investigate Incentives for Business
     - Add Community Development after Telecom Expansion

2. **No changes** — Support initiatives for Seniors to remain in the Community for as long as possible
3. **Enhance and Sustain Capital Assets/Infrastructure**
   Keep
   Remove Maintain Asset Management Plan to ensure long term sustainability
   Keep
   Remove Maintain Reserves/Reserve Funds
   Keep
   Remove Screenshot Disposal Opportunities - disposal treatment
   Add "Assets and" before AMP

4. **Enhance Communications Plan**
   Remove Train Council on Social Media
   Remove Enhance communications mechanisms and information to reach all Public
   Change Owner to Treasurer and MCO

5. **Attract a diverse Council**
   Add Change Council Makeup for 2022 Municipal Election
   Owner: Mayor
   Keep it Review Council Structure and Pay Scale
   Remove Encourage Diversity on Council

6. **Add new Heading “Modernization”**
   Add Identify opportunities to Modernize North Frontenac
   Owner: CAO
   Add Collaborate with other Municipalities
   Owner: CAO

7. **Add new Heading “Staffing”**
   Add Review hiring own planner versus contact planner
   Owner: Clerk/Planning Manager
   Add Assess need and value for By-law officer versus contracting
   Owner:

---

**And That** Council instructs the Clerk to make the amendments as discussed and agreed upon today as set-out above and provide the amendments to Council at the next meeting for Council to consider approving the updated 2019-2022 Township's Strategic Plan; and Strategic Goals/Objectives and Owners.

**Carried**

Mayor

[Signature]
## Mission Statement
The Township of North Frontenac’s mission is the effective, efficient and sustainable delivery of services to its citizens.

## Vision Statement
The Township of North Frontenac will preserve our unique and pristine natural environment to promote a strong, resilient rural community.

### Goals and Strategic Objectives

<table>
<thead>
<tr>
<th>Goals and Strategic Objectives</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Economic/Community Development</strong></td>
<td></td>
</tr>
<tr>
<td>• Investigate Incentive for Businesses (Community Improvement Plan (CIP))</td>
<td>Economic Development Task Force Chair</td>
</tr>
<tr>
<td>• Tourism Expansion and Community Development</td>
<td>Economic Development Task Force Chair</td>
</tr>
<tr>
<td>• Volunteer Recognition</td>
<td>Manager of Community Development (MCD)</td>
</tr>
<tr>
<td>• Collaborate with North Frontenac Businesses to enhance our economy</td>
<td>Mayor</td>
</tr>
<tr>
<td><strong>Support Initiatives for seniors to remain in the Community for as long as possible</strong></td>
<td></td>
</tr>
<tr>
<td>• Proceed with a multi-unit affordable residence for seniors</td>
<td>Mayor, Deputy Mayor and Councillor Hermer</td>
</tr>
<tr>
<td>• Explore opportunities for Seniors to remain in their home</td>
<td>Mayor, Deputy Mayor and Councillor Hermer</td>
</tr>
<tr>
<td><strong>Enhance and Sustain Capital Assets/Infrastructure</strong></td>
<td></td>
</tr>
<tr>
<td>• Maintain Assets and Asset Management Plan to ensure long term sustainability</td>
<td>Treasurer</td>
</tr>
<tr>
<td>• Maintain Reserves/Reserve Funds</td>
<td>Treasurer</td>
</tr>
<tr>
<td>• Explore sewage disposal opportunities – disposal treatment</td>
<td>Public Works Manager</td>
</tr>
<tr>
<td><strong>Enhance Communications Plan</strong></td>
<td></td>
</tr>
<tr>
<td>• Train Council on Social Media</td>
<td>CAO and MCD</td>
</tr>
<tr>
<td>• Enhance communications mechanisms and information to reach all Public</td>
<td>CAO, Treasurer and Manager of Community Development (MCD)</td>
</tr>
<tr>
<td><strong>Attract a Diverse Council</strong></td>
<td></td>
</tr>
<tr>
<td>• Encourage diversity on Council</td>
<td>Mayor and Council</td>
</tr>
<tr>
<td>• Review Council Structure and Pay Scale</td>
<td>Mayor and Council</td>
</tr>
<tr>
<td><strong>Modernization</strong></td>
<td></td>
</tr>
<tr>
<td>• Identify opportunities to Modernize North Frontenac</td>
<td>CAO</td>
</tr>
<tr>
<td>• Collaborate with other Municipalities</td>
<td>CAO</td>
</tr>
<tr>
<td><strong>Staffing</strong></td>
<td></td>
</tr>
<tr>
<td>• Review hiring own Planner versus Contract Planner</td>
<td>Clerk/Planning Manager</td>
</tr>
</tbody>
</table>
The Township of North Frontenac
Strategic Plan
2019 – 2022
1. Introduction

The Township of North Frontenac is home to approximately 1,800 permanent and 7,000 seasonal residents. The low-density population makes for the preservation of 1,164 square km of unique landscape located entirely on the Canadian Shield.

Nestled in the heart of Eastern Ontario’s Cottage Country, we have various year-round outdoor activities and a relaxed living style. All while you take in the natural beauty of North Frontenac’s scenic landscape and lakes. For these reasons it is one of the best destinations for outdoor activities and relaxing living in southeastern Ontario.

Our peace and tranquility is only a few hours from Toronto, Ottawa or the United States. North Frontenac is in the heart of Eastern Ontario’s cottage country, known as the Land O’Lakes Region and within the Ontario Highlands. Cottages and campsites dot the shores of the Township’s many clean lakes. Our expansive, natural, and undisturbed wilderness boasts infinite opportunities for outdoor recreation. Located entirely on the Canadian Shield, the landscape can be rough, but at the same time provide for scenic backdrops and vistas. The natural beauty, wildlife, outdoor activities and the tranquility of North Frontenac are what most residents and visitors love about the area.

In the summer, many people spend their time on the large network of trails, hiking, hunting, and off-roading with ATVs. But equally as entertaining, and possibly even more popular, is enjoying time in and around the water, partaking in activities like swimming, boating, fishing, water-skiing, tubing, canoeing and kayaking. North Frontenac Park Lands are a collection of 184 backcountry campsites, most accessible by water only, nestled along the shores of 12 lakes atop the Ontario Highlands and the Mississippi Valley watershed. The waterways provide recreational experiences, such as the solitude of a canoe trip down a remote lake and rivers to the adrenalin of shooting rapids in a kayak.

The winter season is also enjoyed by residents, and significant snow falls blanket the landscape, replacing the scenery of North Frontenac with an alternatively beautiful appearance. Residents commonly enjoy snowmobiling, cross country skiing and snowshoeing on the large network of trails. In the winter season you can continue to fish through the ice for trout or walleye. In all, the great variety of natural settings that exist in North Frontenac, with a seemingly endless array of scenery to take in, are equally beautiful and stunningly unique during all the four seasons.

Our community is experiencing growth in the artistic field and other small businesses. We have a very strong community focus and have an abundance of activities for social events and community get togethers.
North Frontenac has the darkest skies in Eastern and Southern Ontario, and we are easily reached by millions of potential visitors from Southern Ontario, Eastern Quebec and Northern New York. Our designated Dark Sky Preserve (DSP), by the Royal Astronomical Society of Canada, is the first Municipal DSP in Canada. In addition to providing education and information, we have public star gazing education nights with the assistance of expert astronomers and Astro-photographers.

2. Purpose

The purpose of implementing a Strategic Plan for the Township is to identify our key goals and annual objectives to ensure a focus on a high-quality short-term service delivery and long-term sustainability for the future. The development of a Strategic Plan is necessary to ensure the alignment of the Work Plans of the Township's staff and Council's focus. This ensures our focus for service delivery, revenue generation, budget management and assessing performance is primarily focused on our strategic goals and objectives. By doing so, it ensures all activities of Council and Staff are aligned, effective and provides high value for our community.

3. Strategic Plan Process

The strategic planning process is one that allows us to review our Strengths, Weaknesses, Opportunities and Threats, commonly referred to as SWOT. Council and Management review the SWOT and our strategic direction on an annual basis. A survey was sent to all our residents and that response combined with staff and Council input has made up this Strategic Plan. Our Mission, Vision and Goals remain as is, as they continue to reflect our focus going forward.

4. Mission

The Township of North Frontenac’s mission is the effective, efficient and sustainable delivery of services to its citizens.

5. Vision

The Township of North Frontenac will preserve our unique and pristine natural environment to promote a strong, resilient rural community.

Values

To maintain and achieve our vision we value:

- Honesty – truthfulness, sincerity and frankness.
- Strong Ethics – openness and transparency
- Positive Attitude – being pleasant, rational.
- Respect – equality, open mindedness, courtesy.
6. Goals and Strategic Objectives

To achieve our Mission and our Vision we have defined the following goals and associated 2020 strategic objectives for The Township of North Frontenac.

<table>
<thead>
<tr>
<th>Economic/Community Development</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investigate incentives for businesses (Community Improvement Plan (CIP))</td>
<td>Economic Development Task Force (EDTF) Chair</td>
</tr>
<tr>
<td>Tourism Expansion and Community Development</td>
<td>Economic Development Task Force (EDTF) Chair</td>
</tr>
<tr>
<td>Collaborate with North Frontenac Businesses to enhance our economy</td>
<td>Mayor</td>
</tr>
</tbody>
</table>

| Support initiatives for Seniors to remain in the Community for as long as possible | |
| Proceed with a multi-unit affordable residence for seniors | Mayor, Deputy Mayor and Councillor Hermer |
| Explore opportunities for Seniors to remain in their home | Mayor, Deputy Mayor and Councillor Hermer |

| Enhance and Sustain Capital Assets/Infrastructure | |
| Maintain Assets and Asset Management Plan to ensure long term sustainability | Treasurer |
| Maintain Reserves/Reserve Funds | Treasurer |

| Enhance Communications Plan | |
| Enhance communications mechanisms and information to reach all Public | Treasurer and Manager of Community Development (MCD) |

| Attract a diverse Council | |
| Review Council structure and pay scale | Mayor |

| Modernization | |
| Identify opportunities to Modernize North Frontenac | CAO |
| Collaborate with other Municipalities | CAO |

| Staffing | |
| Review hiring own Planner versus Contract Planner | Clerk/Planning Manager |
8. Reporting

Each objective owner works with others to achieve the objectives. This will include identifying expertise required from members of Council, staff, the public and from our other stakeholders as required. These objectives will be reported to Council annually at a minimum. Once objectives have been achieved, they could identify further objectives to ensure we stay focused and continually enhance our community.

9. Communication

It is critical that our Strategic Plan and its progress is communicated to our residents, Frontenac County and its Townships, and other key stakeholders. We will provide this Strategic Plan to our community to ensure they understand our focus related to achieving our long-term objectives and enhancing our community. Secondly, we need to make sure key stakeholders understand our Plan in order to potentially identify areas of collaboration and to share resources where possible. Finally, having our Plan communicated at the municipal, provincial and federal level could help us identify areas where assistance from them, to achieve our objectives, may be available. In accordance with our 2016 Communications Plan adopted by Council, as amended, Communication will be achieved through our website, email, in person, social media and media as applicable. Communication will be ongoing to ensure all involved are aware of our current state as we progress towards the achievement of our Strategic Plan.
Be It Resolved That Council receives for information the Treasurer's Administrative Report entitled "Request for Proposal – Efficiency Study";

And That Council instructs the Treasurer to award the Contract to SP Maloney Corp at a cost of $6,850 plus HST, subject to a Contract issued by the Township of North Frontenac and signed by both parties.
North Frontenac Efficiency Study
Final Report

Note to Reader: The results of this report are not the opinion of the Consultant but more a collection of ideas and strategies formulated by the venue of confidential one-on-one interviews and responses from an anonymous Online Consultation completed by six Managers and five Council members.

Executive Summary & Methodology

The Principal of SP Maloney Corp Steve Maloney reviewed budget, website, previous strategic plans and initiatives and participated in a conference call with Treasurer Kelly Watkins and Manager of Community Development Corey Klatt to review initial proposal and ascertain goals and objectives for this Efficiency Study project. It was agreed by both parties activities included:

- Review Budget
- Distinguish between Core and Non-Core services
- Interviews with CAO, Treasurer, Director of Public Works, Clerk Planner, Director of Community Development and Fire Chief, Mayor and six Council members
- Online Consultation and phone interviews

In order to collect this information a template created in the UK was used to determine the Current State assessment at the one-on-one interviews. Keeping the five distinct Goals & Objectives in mind (i) Economic & Community Development, (ii) Seniors Initiatives, (iii) Capital Asset Management, (iv) Communication Strategies, (v)Council Initiatives, here is a list of some (but not limited to) of the questions asked:

1. What does the Township do well?
2. In your opinion what is the biggest organizational challenge that the Township of North Frontenac have?
3. What is working well/not well?
4. Where do you see Township in 2022?
5. How will North Frontenac get from where you are now to where you want to be?
6. What needs to happen to make sure Vision 2022 is accomplished?
7. And one last important question........where do YOU think cuts should be made?

North Frontenac Strengths

- Great Asset Management plan that was unanimously lauded by all Managers and Council member---what a great strength to start from (opinion)
- Committed Staff and Council
- Township communications (up to date and professional website), newsletters and press releases to community newspaper.
- Beautiful geography that would attract retiring baby boomers (much like an Elliott Lake)
- A sense of community
- An impressive Head Office

North Frontenac Challenges

- Large geographical area
- Diversity of residents creates two cultures with different needs ((70% of residents are seasonal)
- Business Development as there is limited access to area (no 401, 400, 403, 404, 416, 417…….) Industry would find this a real barrier
- Management/Council following plans not always easy to do in small local community
- A large senior population that have unique and specific needs
- Maintaining healthy productive relations with partners County, Province and neighbouring Municipalities
Opportunities for Efficiencies

Note to Reader: all these ideas come from confidential interviews/survey answers with Management and Council and just presented in this report so that they may be considered in future for implementation.

Roads and Waste Management

Investigate as many P3’s as possible but the reality is NF is doing an excellent job given the enormous challenge of large geographic area (consultant’s opinion)

1. More partnerships with neighbouring Municipalities like the one with AH
2. Investigate and implement Incinerates for Waste Disposal
3. Cut staff and hours back at waste disposal sites during winter months
4. Bring back garbage bag tags and implement User fees for extraordinary disposed items.
5. In large City’s there are private companies that offer and this service and are thriving by doing so.

Fire Department

6. Cut back to one Fire Chief
7. Only provide essential Core Fire services and cut down on extras currently being provided (Opinion: hard to do given the senior population)
8. Chevy’s and not Cadillac’s--------maybe the department could make do with used or mid-grade equipment
9. Currently volunteer fire-fighters timesheets, certifications, training records and calendars are logged by excel spreadsheets, CO software will do this at a fraction of the cost in money and time
10. CommonOffice (CO) software could also be used by NF staff to provide all HRIS activities
Recreation, Halls and Buildings

11. Commit to operating all facilities like a business understanding that residents place a very high intrinsic evaluation on Community Halls
12. Design market program of Halls specifically to seasonal residents with higher incomes and possible unique needs
13. Two markets that have probably not been considered are market the Community Halls to School Boards and Funeral Homes. (an opinion made specifically by Consultant due to experience)

Administration

14. Reduce Council from seven to five and make it a priority in 2022
15. Use experienced consultants Consultant’s to apply for all eligible grants and programs where funds are available
16. Implement program to maximize collaborations between Management and Council
North Frontenac Efficiency Study

Efficiency: the ability to accomplish tasks with the least waste of time, effort and money.

Executive Summary/Methodology

- Review budget
- Distinguish between Core and Non-Core Service
- Interviews with CAO, Treasurer, Clerk Planner, Publics Work, Community Development and Fire Chief
- Interview Mayor and six Councillors
- Online Consultation
- Phone Interviews

Current State Assessment

What are your strengths?
- Great Asset Management Plan – almost 100% in agreement
- Committed Staff and Council
- Township Communications
- Beautiful Geography
- A sense of continuity
- Impressive Head Office

Current State Assessment cont..

What are your challenges?
- Large geographical area (>PEI)
- Diversity of residents creates two cultures with different needs
- Business Development—limited access
- Management/Council following plans
- Senior community Initiatives/needs
- Relations with partners County/Province/Neighbours
Opportunities for Efficiencies

Roads and Waste Management 3.7m
- P3’s where available
- Partnerships with neighbours (AH)
- Investigate & implement Incinerates
- Cut staff/sites back in winter
- Introduce more User Fees

Opportunities for Efficiencies

Fire Department 782K
- Cut back to one Fire Chief
- Cut down on extras and only provide essential services
- Chevy’s and not Cadillac’s
- Opportunity for SOFTWARE to manage staff & volunteers
- Timesheet, Certification Training and Payroll

Maslow’s Theory on Roads

Self Serve SOFTWARE
Software to do what?

Opportunities for Efficiencies

Recreation, Halls & Buildings 440K
- Intrinsic evaluation by residents
- Operate like a business
- Market to seasonal residents
- Quite possibly two markets that have not been considered

Opportunities for Efficiencies

Administration 885K
- Use consultants to apply for all applicable grants
- Reduce Council from seven to five and make priority for 2022
- Implement program to maximize collaborations between Management and Council
Administrative Report

To: Mayor and Members of Council

From: Tara Mieske, Clerk/Planning Manager

Recommended by: Cheryl Robson, AMCT, Chief Administrative Officer

Date of Meeting: January 17, 2020

RE: Communications of Interest to Council

A. It is recommended that the following communication of interest to the Township be received for Council’s information and filed.

Notes: Correspondence included in the A Section of this report can be obtained by the Public from the Clerk/Planning Manager at clerkplanning@northfrontenac.ca. All Council Members directly receive information and updates from the Association of Municipalities of Ontario (AMO) and the Federation of Canadian Municipalities (FCM), therefore, these will not be listed in the Clerk’s Communications Administrative Report.

Previously provided A Section: (Received for Information Only)

1. Mississippi Valley Conservation Authority (MVCA) re: 13th Annual Kintail Country Christmas, Saturday December 14, 2019;
2. North Addington Education Centre (NAEC) re: 2019 Festive Events at NAEC;
4. Mississippi Valley Conservation Authority (MVCA) re: Revised Fee Schedules - Planning Act Advisory Services;
7. Land O'Lakes Community Services (LOLCS) re: Community Bus Trip Schedule;
8. Todd Smith, Minister of Children, Community and Social Services (MCCSS) re: Poverty Reduction Strategy;
9. Rural Transportation Table (RTT) re: Notes and Materials from December 11, 2019;
10. Office of the Fire Marshal and Emergency Management (OFMEM) re: Announcement of Staffing Changes;
11. Cloyne and District Historical Society re: Thank You for the Volunteer Dinner;
15. St. Lawrence College re: Honorary Diploma Nominations Now Open for Convocation 2020;
17. Mississippi Valley Conservation Authority (MVCA) re: Special Advisory Committee Update for Mill of Kintail Museum;
22. Township of South Frontenac re: Holiday Greetings;
23. Ministry of the Environment, Conservation and Parks re: Environmental Registry Decision Notice – Changing the Resource Productivity and Recovery Authority’s Mandate (EBR 019-0671);
25. Jim Watson, Mayor for the City of Ottawa re: Update and Season’s Greetings;
26. Eastern Ontario Wardens Caucus (EOWC) re: Fall & Winter Communications Newsletter 2019;
27. Sharbot Lake Business Group & Rural Frontenac Tourism Group re: Developing Sharbot Lake and Rural Frontenac into a Year Round Destination;
28. Town of Tecumseh re: Request for Support – 911 Misdials;
30. Mississippi Valley Conservation Authority (MVCA) re: Shabomeka Lake Dam Class EA – Notice of Filing of Addendum;
31. Federation of Canadian Municipalities (FCM) re: 2020 Annual Conference;
32. Frontenac Arch Biosphere (FAB) re: December 2019 Newsletter;
34. County of Frontenac re: Appointment of Warden and Deputy Warden;
35. Ontario Good Roads Association (OGRA) re: Board of Directors Seeking Nominations for Candidates from the Southeast Zone;
36. County of Frontenac re: Media release – Economic Development Department Launches Annual Business Survey;
37. Stewardship Ontario (SO) re: Municipal Blue Box Recycling Funding for Third Quarter of 2019;
38. Quinte Conservation re: October 17, 2019 Board Meeting Minutes;
40. Mississippi Valley Conservation Authority (MVCA) re: Water Safety Statement;
41. Quinte Conservation re: Water Safety Statement Due to Large Amounts of Rain Expected.
B: Action Items: (to include items brought forward from Section A above by a Member of Council)
Previously Provided B Section:
1. Township of Central Frontenac re: Joint Project - 911 Education;
2. Ministry of Natural Resources and Forestry (MNRF) re: Invitation to Draft Forest Sector Strategy Engagement Sessions;
From: Tara Mieske  
Sent: December 17, 2019 4:55 PM  
To: Deputy Mayor Fred Perry; Fred Fowler; Gerry Martin; John Inglis; Ron Higgins; Vernon Hermer; Wayne Good  
Cc: Cheryl Robson; Brooke Drechsler; Sonia McLuckie  
Subject: Communications - Ministry of Natural Resources and Forestry re: Draft Forest Sector Strategy - Invitation to Draft Forest Sector Strategy Engagement Sessions

Good Afternoon – For inclusion in the January 17, 2020 Council Agenda, Communications Package B Section. Thanks Tara

---

Tara Mieske, Dipl.M.A.  
Clerk /Planning Manager  
Township of North Frontenac

---

From: mayorhiggins@xplornet.com  
Sent: December 15-19 10:47 AM  
To: Tara Mieske  
Subject: FW: Draft Forest Sector Strategy - Invitation to Draft Forest Sector Strategy Engagement Sessions

For January meeting COM B please.  
Ron

---

From: McClain, Liz (MNRF) On Behalf Of Barnes, Wayne (MNRF)  
Sent: December 13, 2019 2:16 PM  
To: mayorhiggins@xplornet.com  
Subject: Draft Forest Sector Strategy – Invitation to Draft Forest Sector Strategy Engagement Sessions

Sent on behalf of Wayne Barnes, Director, Business Development Branch, Ministry of Natural Resources and Forestry and Annamaria Cross, A/Director, Environmental Assessment and Permissions Branch, Ministry of the Environment, Conservation and Parks

Please see the above attachment.

Thank you

Wayne Barnes  
Director  
Business Development Branch  
Ministry of Natural Resources and Forestry
December 12, 2019

Mayor Ron Higgins
Township of North Frontenac

Email: mayorhiggins@xplornet.com


Dear Mayor Higgins:

We write to invite the North Frontenac to meet with the Ministry of Natural Resources and Forestry (MNRF) and the Ministry of Environment, Conservation and Parks (MECP) to discuss the draft Forest Sector Strategy and contributing forestry-related policy and regulatory changes that the ministries are considering.

On December 4, 2019, the government posted a Draft Forest Sector Strategy on the Environmental Registry for public review and comment. The strategy is open for comments from December 4, 2019 to February 5, 2020. You can access the draft strategy at [Ontario’s Draft Forest Sector Strategy](https://www.ontario.ca/page/draft-forest-sector-strategy).

In the draft Forest Sector Strategy, Ontario is proposing a long-term vision for growth and sustainability for the forest sector and is seeking comments and input from your community. MNRF is considering actions supporting the pillars of the draft strategy. Actions under consideration include modernizing the forest management planning process, modernizing the approach to independent forest audits, and reducing duplication and modernizing approvals processes.

In addition, MECP is also considering changes to the environmental assessment requirements for forest management on Crown lands as part of MECP’s modernization of the [Environmental Assessment Act](https://www.ontario.ca/page/environmental-assessment-act) and processes.
More information about these proposed changes will follow soon.

At this time, we wanted to make you aware of these important topics that we hope to discuss with a representative (or representatives) from your community at one of the regional sessions.

The MNRF is convening regional consultation sessions in six locations across Ontario to discuss the proposals and receive comments. These one-half day sessions will be held in the following regional centres:

<table>
<thead>
<tr>
<th>Date</th>
<th>Location</th>
<th>Venue</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan 13 9:00-12:00</td>
<td>Thunder Bay</td>
<td>AFFES Fire Centre Training Room</td>
<td>1580 Arthur Street W</td>
</tr>
<tr>
<td>Jan 15 9:00-12:00</td>
<td>Timmins</td>
<td>South Porcupine Ontario Government Complex, Boreal</td>
<td>5520 HWY 101 E</td>
</tr>
<tr>
<td>Jan 21 9:00-12:00</td>
<td>North Bay</td>
<td>McKeown West Wing Boardroom</td>
<td>437 McKeown Avenue</td>
</tr>
<tr>
<td>Jan 23 1:00-4:00</td>
<td>Kenora</td>
<td>Kenora Fire Mgmt</td>
<td>1789 Airport Road</td>
</tr>
<tr>
<td>Jan 28 9:00-12:00</td>
<td>Peterborough</td>
<td>Robinson Place Ball Rooms A and B</td>
<td>300 Water Street, Main Floor</td>
</tr>
<tr>
<td>Jan 29 9:00-12:00</td>
<td>Sault Ste Marie</td>
<td>Roberta Bondar Place - Boardroom B</td>
<td>70 Foster Dr, Main Floor</td>
</tr>
</tbody>
</table>

Please let us know as soon as you can if you plan to send a representative(s) to one of these sessions. Please contact Ritikaa Gupta at 705-945-5731 or Ritikaa.Gupta@ontario.ca.

We look forward to discussing the draft Forest Sector Strategy and associated proposals with you. We also invite any written comments on any of these initiatives to be submitted to Ritikaa Gupta at ritikaa.gupta@ontario.ca.

Following the in-person sessions, MNRF will consider comments on proposals and report back to explain how those comments were considered.
We hope you will consider participating in these consultations.

Sincerely,

Wayne Barnes  
Ministry of Natural Resources and Forestry  
Director, Business Development Branch

[Signature]

Wayne Barnes  
Ministry of Natural Resources and Forestry  
Director, Business Development Branch

Annamaria Cross, A/Director  
Environmental Assessment and Permissions Branch  
Ministry of the Environment, Conservation and Parks
Good Afternoon – For inclusion in the January 17, 2020 Council Agenda, Communications Package B Section. Thanks Tara

Tara Mieske, dipl. M.A.  
Clerk /Planning Manager  
Township of North Frontenac

Good morning Tara,
At our CPAC meeting there was a discussion on whether both of our townships would like to do a joint project. This would be an educational piece on 911. Sharron Brown will check with their Safety Office to see if there is already a publication that we could use. I am not sure if you have discussed this at your CPAC meetings but just wondering is this something you are interested in?

We would not be going ahead until the new year as we would need to determine if we include it in our tax bills.
Let me know your thoughts,
Cathy

Cathy MacMunn AMCT ACST  
Clerk Administrator  
Township of Central Frontenac
From: Tara Mieske  
Sent: January 13, 2020 9:34 AM  
To: Councillor Fred Perry; Fred Fowler; Gerry Martin; John Inglis; Ron Higgins; Vernon Hermer; Wayne Good  
Cc: Cheryl Robson; Brooke Drechsler; Sonia McLuckie  
Subject: Communications - Kim Love, ROMA Zone 6 Representative re: Connecting with your ROMA Zone Representative

Good Morning – For inclusion in the January 17, 2020 Council Agenda, Communications Package B Section. We will amend the Agenda in case Council wishes to provide comments to the Mayor. The ROMA Conference is January 18-21, 2020. Thanks Tara

Tara Mieske, Dipl.M.A.  
Clerk /Planning Manager  
Township of North Frontenac

From: (Mayor) Kim Love  
Sent: January 8, 2020 4:09 PM  
To: Brooke Hawley  
Subject: Connecting with your ROMA Zone Representative

Dear Mayor Higgins and Council,

The 2020 ROMA conference is fast approaching. As your zone 6 representative, I will be there. If there are any issues or concerns you would like ROMA to be aware of now or in the coming year, I would love to hear from you.

My email address is: mayor@madawaskavalley.ca

If you would prefer to talk in person, please email me to arrange a meeting during the ROMA conference. I look forward to seeing you there.

Regards,

Kim Love  
ROMA Zone 6 Representative

Kim Love, Mayor  
Township of Madawaska Valley  
mayor@madawaskavalley.ca  
Box 1000, 85 Bay St. Barry's Bay ON K0J 1B0  
Office: 613-756-2747 Cell: 613-639-4557
To: Mayor and Members of Council

From: Cheryl Robson, AMCT, Chief Administrative Officer

Date of Meeting: January 17, 2020

Re: Confidential Complaint Files – 2019 Annual Report

Background
As directed by Council, the Chief Administrative Officer (CAO) shall provide an annual Administrative Report advising of the status of all Confidential Complaint Files including the number of complaints received during the annual reporting period; and to include previous active and closed complaint files.

Researched By
Brooke Hawley, CAO Executive Assistant.

Comments
49 Confidential Complaints were received in 2019. An update of the number of Confidential Complaints (active/closed) from 2014 up to and including December 31, 2019 is as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Complaints Received</th>
<th>Closed Complaints</th>
<th>Active Complaints</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>18</td>
<td>18</td>
<td>0</td>
</tr>
<tr>
<td>2015</td>
<td>31</td>
<td>31</td>
<td>0</td>
</tr>
<tr>
<td>2016</td>
<td>24</td>
<td>24</td>
<td>0</td>
</tr>
<tr>
<td>2017</td>
<td>31</td>
<td>31</td>
<td>0</td>
</tr>
<tr>
<td>2018</td>
<td>16</td>
<td>16</td>
<td>0</td>
</tr>
<tr>
<td>2019</td>
<td>49</td>
<td>36</td>
<td>13</td>
</tr>
<tr>
<td>Total</td>
<td>169</td>
<td>156</td>
<td>13</td>
</tr>
<tr>
<td>By-law Complaints</td>
<td>2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Safe Property</td>
<td>9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trailer Licensing</td>
<td>9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Animal Control</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Noise</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roads</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Speeding</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Burning on Crown Land (MNRF)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Environmental Protection Act</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Township Boat launch destruction</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Township Re-Use Centre</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Items placed on Township property</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Items Floating in Lake</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Township Staff</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>49</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Financial Implications
Staff time, including the CAO, CAO Executive Assistant, applicable Township Manager(s) and Chief Building Official. Also, if applicable, the By-law Enforcement Officer; and/or the Township Solicitors, when required and approved by the CAO.

The 2019 approved Budget for the By-law Department’s expenditures was $39,100, which includes staff time for the CAO Executive Assistant, Chief Building Official, contracted services (including mileage), legal fees and Line Fences Act.

Due to increased number of complaints in 2019, the legal fees for By-law 2019 is over budget by approximately $10,111.40 pending year-end.

Recommendation
Be It Resolved That Council receives the Chief Administrative Officer’s Administrative Report entitled “Confidential Complaint Files – 2019 Annual Report” for information purposes.
To: Mayor and Members of Council

From: Tara Mieske, Clerk/Planning Manager

Recommended by: Cheryl Robson, AMCT, Chief Administrative Officer

Date of Meeting: January 17, 2020

Re: Recommended Amendments to the Yard Standards By-law

Background
By-law #83-07 being the Safe Property By-law was passed December 13, 2007 (Attachment #1). The Township’s Solicitor drafted a combined Noise and Yard Standards Policy in 2013 which was not approved by Council.

Comments
Staff have reviewed the Solicitor’s draft Policy and are recommending the Policies remain as two separate policies. The sections of the combined Policy with respect to yard standards have been included in the draft attached and the amendments recommended by Staff are in red mark-up (Attachment #2).

Researched By
Tara Mieske, Clerk/Planning Manager

Financial Implications
The current Safe Property By-law is enforced through the Contract for By-law Enforcement. The changes to the By-law will not change how the By-law is enforced; therefore, it is not anticipated that these amendments will have a financial impact.

Recommendation
Be It Resolved That Council receives for information the Administrative Report from the Clerk/Planning Manager entitled “Recommended Amendments to the Yard Standards By-law”;

Clerk/Planning Manager – Administrative Report
Recommended Amendments to the Yard Standards By-law
January 17, 2020
Page 1 of 2
And That Council instructs the Clerk to make the following amendments:


And That Council will consider the By-law to amend the Yard Standards Policy at a future Council Meeting.

Enclosures (2)
- By-law #83-07 being the Safe Property By-law
- Draft new Yard Standards By-law (amendments recommended by Staff are in red mark-up)
THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTEC

BY-LAW # 83-07

BEING a by-law to provide for the safety of properties in the Township of North Frontenac and to repeal By-law # 6-98 entitled the “Safe Property By-law”.

WHEREAS Council has authority to pass by-laws for the health, safety and welfare of the municipality and its inhabitants including, without limiting its generality,

a) requiring buildings and yards to be put in a safe condition to guard against fire or other dangerous risk or accident pursuant to Section 130 of the Municipal Act, 2001, and;

b) requiring and regulating the filling up, draining, cleaning and clearing of any grounds, yard and vacant lots pursuant to Section 127 of the Municipal Act, 2001, and;

c) authorizing the pulling down or repairing or renewing of any building, fence, scaffolding or erection that, by reason of its ruinous or dilapidated state, faulty construction or otherwise, is in an unsafe condition as regards danger from fire or risk of accident pursuant to Section 118 of the Municipal Act, 2001;

NOW THEREFORE the Council of the Corporation of the Township of North Frontenac HEREBY ENACTS AS FOLLOWS:

1. THAT no owner or occupant of any property shall cause, allow or permit any building, yard, lot or grounds to be or remain in a condition contrary to the requirements of this by-law.

2. THAT every property in the municipality shall be kept in a neat, tidy and safe condition consistent with surrounding properties, and free from:

a) rubbish, garbage, waste and other debris on the property, or which may blow or drift or otherwise be transported onto neighboring properties;

b) long grass, discarded brush and clippings, excessive weed growth, or any other condition that may promote or be susceptible to fire or infestation by weeds, rodents and other noxious conditions;

c) timber, lumber, building materials or any other type of product or materials stored or kept under conditions that are unsafe from fire or other dangerous risk or accident;

d) scrap and junk material including, without limiting its generality, wrecked, dismantled, unused, unlicensed or non-restorable vehicles, trailers, machinery, tools, tires, appliances, equipment or any part thereof, except in an establishment licensed or permitted to conduct and operate such a business, and only then under circumstances that prevent unsafe or unsightly conditions;

e) any pit, precipice, excavation or deep waters that are unfenced or unprotected against dangerous risk or accident;

f) buildings, fences, scaffolding, retaining walls or any other erection that, by reason of its ruinous or dilapidated state, faulty construction or otherwise, is in an unsafe condition as regards danger from fire or risk of accident;

g) any combustible, flammable, volatile, caustic or explosive substance unless stored under conditions that are safe and free from risk of fire or accident.
3. THAT the owner of every property shall be responsible for the rubbish, garbage, waste or other debris which has blown, drifted or otherwise been transported from his property including the collection and removal of the rubbish, garbage waste or other debris as directed by a by-law enforcement officer or peace officer.

4. THAT any by-law enforcement officer or peace officer, or any person acting on the officer’s instructions, may at all reasonable times and upon producing proper identification, enter onto any property for the purpose of inspecting the property to determine whether there has been a contravention of this by-law.

5. THAT an officer who finds a contravention of this by-law may, in addition to any other legal remedies or enforcement proceedings available to the municipality, make an order directing compliance with this by-law and may require the order to be carried out immediately or within such time as is specified in the order.

6. THAT the order shall be served by personal service or by registered mail on the owner of the property as appears on the last revised rolls of the municipality, and any other person whom the officer believes is contravening this by-law.

7. THAT the order shall contain sufficient information to specify the nature of the contravention, its location, a description of the work required to bring the property into conformity with this by-law, and a statement that failure to comply with the order within the time specified shall entitle the municipality itself or by its contractors or agents to enter onto the property without further notice for the purpose of performing the work set out in the order and otherwise bringing the property up to the standards prescribed by this by-law and recovering all expenses incurred in so doing by action or in like manner as municipal taxes.

8. THAT notwithstanding the foregoing, if upon inspection of a property, an officer is satisfied that the property poses an immediate danger to the health or safety of any person, the officer may perform or cause to be performed at the owner’s expense such remedial repairs or other work necessary to terminate the immediate danger.

9. THAT every person who fails to comply with an order issued under the provisions of this by-law, or who contravenes any other provision of this by-law is guilty of an offence and on conviction is liable to a minimum fine of not less than five hundred dollars ($500.00) and not more than the maximum fine of five thousand dollars ($5,000.00).

10. THAT if an owner or occupant of a property fails to comply with an order issued pursuant to this by-law, the municipality shall have the right to enter onto the property without further notice and to carry out such work as to otherwise bring the property up to the standards prescribed in the order at the expense of the owner, and the municipality may recover the expense of performing such work by action or in like manner as municipal taxes.

11. THAT By-law #6-98 and all resolutions, by-laws or parts of by-laws, which are contrary to or inconsistent with this by-law are hereby repealed.

12. THAT this by-law shall come into force and take effect on the date of its passing.

13. THAT this by-law shall be referred to as the “Safe Property By-law”.

READ a first and second time this 13th day of December, 2007.

READ a third time and finally passed this 13th day of December, 2007.

__________________________________                          ______________________________
Mayor                                                                     Clerk
The Corporation of the Township of North Frontenac

By-law #

Being a By-law to Repeal By-law #83-07 and to Provide for Yard Standards in the Township of North Frontenac

Whereas Section 127 of the Municipal Act, 2001, permits the Township to pass by-laws to:
(a) Require the owner or occupant of land to clean and clear the land, not including buildings, or to clear refuse or debris from the land, not including buildings;
(b) Regulate when and how matters required under clause (a) shall be done;
(c) Prohibit the depositing of refuse or debris on land without the consent of the owner or occupant of the land; and
(d) Define “refuse”;

And Whereas Section 131 of the Municipal Act, 2001, permits the Township to pass by-laws to prohibit and regulate the use of any land for the storage of used motor vehicles for the purposes of wrecking or dismantling them or salvaging parts from them;

And Whereas Section 446 (1) of the Municipal Act, 2001 provides that where the municipality has the authority under this or any other Act or under a by-law under this or any other Act to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person’s expense;

And Whereas Section 446 (3) of the Municipal Act, 2001 provides that the municipality may recover the costs of doing a matter or thing under subsection (1) from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes;

Now Therefore Be It Resolved That Council repeals By-law #83-07 and enacts the attached Schedule “A” as the Yards Standards Policy for the Council of the Corporation of the Township of North Frontenac;

And That all resolutions, by-laws or parts of by-laws, which are contrary to or inconsistent with this by-law, are hereby repealed.

This By-law shall come into force and take effect on the date of final passing.

Read a first and second time this ______________________

Read a third time and passed this ______________________

______________________________________________  ______________________________
Mayor                                          Clerk
Schedule “A” To By-law #

Yards Standards Policy

1.0 Short Title

1.1 This By-Law may be cited as the “Yard Standards By-Law.”

2.0 Definitions

2.1 In this By-Law:

(a) **Construction** means erecting, altering, repairing, maintaining, painting, dismantling or demolishing any building or structure, and moving, land clearing, grubbing, tree removal, earthmoving, grading, excavating, operating construction equipment, blasting and detonation of explosive devices other than fireworks, the laying of pipe and conduit whether above or below ground level, street and highway building, concreting, equipment installation and alteration and the structural installation of construction components and materials in any form or for any purpose, and includes any associated or related work.

(b) **Council** means the Council of the Corporation of the Township of North Frontenac.

(c) **Fence** means any structure constructed of posts, boards, rails, wire, masonry or similar materials or any combination thereof used to define a property boundary or to enclose any outdoor area.

(d) **Highway** includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.

(e) **ICI waste** means waste produced by Industrial, Commercial and Institutional operations, and may include household waste generated by such operations, as defined under the Environmental Protection Act and its regulations, all as amended from time to time.

(f) **Inoperative** means not in working condition.

(g) **Maintain** means the preservation or keeping in repair of a property as required by this By-Law.

(h) **Municipal By-law Enforcement Officer** means the designated by-law enforcement officer(s) of the Township of North Frontenac, or any of them.

(i) **Premises** means a piece of land and any buildings and structures on it, and includes a place of business, highway, and any other location or place.
(j) **“Property”** means a building or structure or part of a building or structure, and includes the lands appurtenant thereto and all mobile homes, mobile buildings, mobile structures and outbuildings erected thereon.

(k) **“Residential Property”** means any property that is used or designed for use as a domestic establishment in which one or more persons regularly or occasionally sleep and prepare and serve meals, and includes any land or buildings that are appurtenant to such establishment and all steps, walks, driveways, parking spaces, and fences associated with the dwelling or its yard.

(l) **“Township”** means the Corporation of the Township of North Frontenac.

(m) **“Standards”** means the standards or physical condition prescribed for property by this By-Law.

(n) **“Unused”** means stored or kept for the purpose of scrap or salvage.

(o) **“Unlicensed”** means, in the case of a vehicle, without current and valid plates.

(p) **“Vehicle”** means any type of motor vehicle, recreational vehicle, snowmobile, trailer or other type of vehicle or equipment drawn, propelled or driven by any kind of power.

(q) **“Waste”** means any domestic waste, ICI waste, garbage, refuse or debris and includes all wastes as defined in the *Environmental Protection Act* and its regulations, all as amended from time to time.

### 3.0 General Duties and Obligation All Properties

3.1 Every property shall, at all times, be kept in a neat, clean and orderly condition, and free from any objects or conditions that might create a health, fire or accident hazard.

3.2 Without limiting the generality of section 3.1 above, every property shall, at all times, be kept in a condition free from:

   (a) Any pit, precipice, excavation or deep waters that are unfenced or unprotected against risk or accident;

   (b) Any combustible, flammable, volatile, caustic or explosive substance unless stored under conditions that are safe, in compliance with any applicable laws and stored in a manner to minimize the risk of fire or accident; and

   (c) Buildings, fences, scaffolding, retaining walls or any other structure that, by reason of its ruinous or dilapidated state, faulty construction or otherwise is in an unsafe condition or may be susceptible to fire or accident.

### 4.0 Waste

4.1 Every property shall be kept free of waste, except as provided in this section.

4.2 All waste stored outside at any residential property, whether stored in the yard or on the property, shall be stored in a container in such a fashion as to prevent the harbouring of rodents, vermin or other wildlife and the scattering of debris.
4.3 All ICI waste shall be stored in a shed or waste container approved for the storage of the waste material or deemed appropriate by the Municipal By-law Enforcement Officer that is:
(a) Constructed in such a fashion as to be easily accessed and emptied;
(b) Constructed in such a fashion as to be sealed against intrusion by rodents, vermin or other wildlife;
(c) Have a solid concrete or other impermeable material floor; and
(d) Cleaned or sterilized on a regular basis to minimize odour and the risk of health hazards.

4.4 No person, corporation or business shall store or accumulate any waste for any period greater than seven (7) days where such waste could create a health, safety, accident or fire hazard or encourage scavengers or vermin.

5.0 Storage
5.1 The warehousing or storage of material or equipment that is required for the continuing operation of the permitted use of any property shall be in accordance with the following standards:
(a) Stored materials shall be arranged in a neat and orderly manner;
(b) Stored materials shall not create a fire or accident hazard; and
(c) Stored materials shall be arranged so that unobstructed access for emergency vehicles is ensured.

5.2 Storage, salvage and scrap yards shall be effectively screened from all other properties or highways by a solid wall or board fence or solid hedge not less than 2.0 meters or more than 3.0 metres in height; and shall comply with the Zoning By-law.

5.3 No person shall store or allow to be stored in any property any discarded or unused material or items. Without limiting the generality of the foregoing, the following are deemed to be materials that are discarded or unused:
(a) Lumber, plywood, drywall, shingles, insulation, flooring, carpeting, windows, glass, bricks, stone or any other construction material; or
(b) Household furniture, appliances, tools, bicycles, snow mobiles, equipment, machinery or any parts thereof.

5.4 Despite section 5.3, a person may store discarded or unused materials only where the material is:
(a) Piled in an organized manner;
(b) Stored in an area to the rear of the main structure and stored in such a manner as to not be visible to adjoining properties; and
(c) in the case of demolition, construction or renovation materials, stored for no more than 30 days.

6.0 Property Maintenance
6.1 In addition to all other provisions of this By-law, all properties, including yards, parking lots or vacant land located within the Township shall be maintained in accordance with the following standards:
(a) All properties shall be kept free of:
(i) Weeds, noxious plants or other vegetation that may promote or be susceptible to fire or infestation by rodents;
(ii) grass in excess of 15 cm in height except where such growth is part of a landscaping design approved by the Township of North Frontenac; and
(iii) Dead or damaged trees or shrubbery; in accordance with the Weed Control Act and any other applicable Act.

(b) Where a building or structure is undergoing construction or renovation all construction materials and equipment and other related items to be used in the construction or renovation, including without limitation waste and material to be recycled or reused, may be stored in the yard for a reasonable amount of time providing such materials are:
(i) Piled in an organized manner; or
(ii) Stored in an area to the rear of the main structure and stored in such a manner as to not be visible to adjoining properties or any highway;

(c) Where a building or structure is undergoing demolition or renovation all waste materials resulting from that demolition or renovation shall be removed from the property within 30 days of the generation of the material; and

(d) Where a building or structure is undergoing demolition or renovation all materials slated for recycle or reuse shall be removed within 30 days of completion of the project.

6.2 Every person who erects a fence or causes a fence to be erected on or around any property shall keep such fence,
   (a) in good repair,
   (b) in a safe and structurally sound condition and free from hazards: and
   (c) Unsightly markings, stains or other defacements on the exterior surfaces of fences shall be removed and the surface shall be refinished within 30 days of the owner or occupant becoming aware of the stain or defacement.

6.3 The prohibitions described in section 6.1(a) do not apply to activities that are part of a normal farm practice and carried on as part of an agricultural operation.

7.0 Storage of Motorized Vehicles: Commercial Properties

7.1 All properties zoned to permit commercial uses must comply with the following standards:
   (a) Establishments that are licensed through the Ontario Motor Vehicle Industry Council to sell new or used motor vehicles may have unlicensed vehicles stored in the property, provided they are for sale in accordance with the Motor Vehicle Dealers Act and are not in a wrecked, discarded, dismantled, inoperative or abandoned condition;
   (b) Establishments licensed and operating as a vehicle repair facility may store unlicensed motor vehicles where such vehicles are awaiting repair or sale. The unlicensed motor vehicles must be stored in a neat and orderly condition;
   (c) The storage of wrecked, dismantled or any motor vehicles kept for the purpose of providing parts for other vehicles is only permitted on properties that the Zoning By-law has zoned as a motor vehicle wrecking yard or salvage yard;
   (d) Establishments licensed and operating as a vehicle repair facility may store up to 100 used tires on that property at any given time provided that the tires are not
visible from any highway or residential property and the tires are stored in a neat and orderly condition; and

(e) Where vehicles, tires or other materials are stored in a neat and orderly fashion but are still visible from either a residential property or highway, the storage area shall be enclosed by a solid wall or a solid board or metal fence not less than 1.8 meters or more than 3.0 metres in height; shall comply with the Zoning By-law; and be maintained in good repair.

8.0 Storage of Motorized Vehicles: Residential Properties

8.1 Despite any provision of this By-law to the contrary, for residential properties:

(a) No unlicensed vehicle shall be parked or stored on the property;

(b) No vehicle that is in a wrecked, dismantled or inoperative, condition shall be parked or stored in a property except in accordance with the following;

(c) Despite section 8.1(a) and (b) above, the owner or occupant of a residential property may park or store a maximum of two (2) unlicensed or inoperative vehicles on their property, provided:

   (i) The vehicle(s) is registered in the name of the owner or occupant of the property;

   (ii) The vehicle is stored for the purpose of repairing or restoring the vehicle or the vehicle is stored for the owner’s or occupant’s own personal use; and

   (iii) All vehicles:

      a. Are parked in a driveway or designated parking area; and

      b. Do not have the appearance of being derelict or abandoned or;

      c. Are covered with a car cover or tarpaulin in good condition; or

      d. Are parked in a yard or area where the vehicle is not visible to the adjoining property owners or visible from a highway.

(d) The owner or occupant may make application to the Chief Administrative Officer to park, place or store more than two (2) unlicensed vehicles on property owned or occupied by them. Such application shall be made in writing and shall state the:

   (i) Name, address, telephone number of applicant;

   (ii) Name of the registered owner of the property (If other than above);

   (iii) Letter of permission from the registered owner (If other than (i));

   (iv) Reason for the request to keep more than 2 unlicensed vehicles; and

   (v) Civic Address where the vehicles will be stored (if other than (i)).

(e) The Chief Administrative Officer shall review all applications for permission to park or store more than two (2) unlicensed vehicles and shall issue a letter of authorization where the parking or storing of the unlicensed vehicle(s) will comply with the requirements of this By-law and is not likely to be visually offensive to a reasonable person. The Chief Administrative Officer may impose such conditions as he/she deems necessary when issuing authorization under this section.

9.0 Graffiti

9.1 No person shall place or cause or permit graffiti to be placed on property.

9.2 Every owner of property shall maintain their property free of graffiti.

10.0 Administration, Enforcement and Appeal
10.1 This By-Law shall be administered by the Chief Administrative Officer, and as directed by the Chief Administrative Officer, enforcement shall be administered by the Municipal By-law Enforcement Officer or any other person appointed by Council to enforce such regulations.

10.2 Where an inspection by the Municipal By-law Enforcement Officer reveals that:
(a) the property or premises does not conform to the standards prescribed by this By-law; or
(b) a person is contravening any provision of this By-law;

the Township’s Chief Administrative Officer or as directed by the Chief Administrative Officer, the Municipal By-law Enforcement Officer may give a written order to any owner, occupant of the property or person alleged to have contravened any provision of this By-law ordering that the owner, occupant or person comply with this By-law.

10.3 An order issued under this By-law shall set out:
(a) The person’s name, address and location of the contravention;
(b) Sufficient particulars of the contravention to adequately identify the contravention and the location on the property or premises of the contravention;
(c) An order to cease the contravention and a date by which the contravention must cease.

10.4 An order issued under this By-law may set out:
(a) An order to remedy the contravention, indicating the particulars of what must be remedied;
(b) The date by which the contravention must be remedied; and
(c) A statement that if the contravention is not remedied within the period of time stipulated in the order, the Township may carry out the necessary work at the owner’s expense.

10.5 An order issued pursuant to this By-law may require work to be done even though the facts that constitute the contravention of this By-law were present before this By-law came into force.

10.6 Any order given by the Township in accordance with any section of this By-law shall be served personally or by registered mail sent to the last known address of the person to whom the order is to be given, in which event the service shall be deemed to have been made on the third day after mailing.

10.7 If the owner or occupant of a property or other person to whom an order has been given in accordance with this By-law does not comply with the order within the time prescribed, the Township may, in addition to all other remedies, cause the property or premises to be brought into a condition that conforms to this By-law at the owner’s, occupant’s or other person’s expense and, for this purpose, the Township’s employees or agents may enter onto any property or premises at any reasonable time without further notice to the owner, occupant or other person in order to do such work and rectify any contravention of this By-law.
10.8 The Township may remove items from any property or premises where the item is part of the contravention of this By-law. Where any item is removed in accordance with this By-law, the Township may, in its absolute discretion, elect to store, or cause to be stored, any or all such items for a maximum of 30 days in order to permit the owner of such items to recover them and the costs of such removal and storage shall be the responsibility of the owner of such items.

10.9 At the end of the 30 day period referred to above, the Township may dispose of any items removed in accordance with this By-law and retain any proceeds from the disposal.

10.10 All costs incurred by the Township to remove, store and dispose of any items removed in accordance with this By-law shall be the responsibility of the owner of the property where the items were stored in contravention of this By-law.

10.11 Despite any actions taken in respect to this By-law, the Township shall not be liable to compensate the owner, occupant or any other person by reason of anything done by or on behalf of the Township in the exercise of its powers under this by-law.

10.12 Any person wishing to appeal any order issued under this By-law shall:
   (a) Within seven (7) days of receipt of the order file an appeal in writing to the Chief Administrative Officer of the Township of North Frontenac;
   (b) The notice of appeal shall contain:
       (i) A copy of the order that was issued; and
       (ii) A brief statement as to why the appellant feels the order was issued wrongly.

10.13 The Chief Administrative Officer on receiving the request for an appeal shall within seven (7) days of receipt of the appeal contact the appellant to schedule a meeting.

10.14 Council may approve the order, rescind the order or modify the order on any terms that it deems reasonable in all of the circumstances after hearing the matter.

10.15 A Municipal By-law Enforcement Officer or any person acting under his/her instructions may at all reasonable times, upon producing proper identification, enter upon any parcel of land, excluding any building used as a dwelling, for the purpose of conducting an inspection to determine whether there is or has been a contravention of this By-law, or a direction or order issued under this By-law.

10.16 A Municipal By-law Enforcement Officer may, as part of his/her inspection:
   (a) Require the owner, occupant or any person the Municipal By-law Enforcement Officer reasonably believes may have information related to the alleged contravention to produce for inspection any document or thing relevant to the inspection;
   (b) Inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
   (c) Require information from any person concerning a matter related to the inspection; and
   (d) Alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.
10.17 A Municipal By-law Enforcement Officer who removes any document or thing in accordance with this By-law shall provide the owner, occupant or other person with a receipt for the document or thing and shall return the document or thing once it is no longer required for purposes of enforcement by the Township.

10.18 The Township may request an order from a Provincial Judge or Justice of the Peace authorizing a Municipal By-law Enforcement Officer to enter on any property for the purpose of carrying out an inspection for a purpose described in this By-law and to exercise powers described in the order where the Township has been prevented or is likely to be prevented from doing anything set out in this By-law. An order under this subsection:
(a) Shall state the date on which it expires, which date shall not be later than 30 days after the day the order is issued;
(b) May be executed only between 6 a.m. and 9 p.m. unless the order provides otherwise;
(c) In the case of an order authorizing an inspection of a room or place actually being used as a dwelling, the occupier must be given notice concerning when the inspection will be carried out; and
(d) May be issued on application without notice.

10.19 The Township may recover the costs of doing any work required to rectify non-compliance with any order issued under this By-law from the person directed to do the work.

10.20 In addition to all other remedies, the Township may charge a fee, to a maximum of 100% of all costs incurred by the Township, for all costs incurred by the Township pursuant to this By-law to remedy any contravention.

10.21 All costs incurred by the Township to remedy a contravention of this By-law as provided for herein, including the storage of any item, shall be due within 90 days from the date of an invoice delivered by the Municipality.

10.22 All fees charged to remedy a contravention as provided for herein shall be subject to 1.25% interest per month on the outstanding amount following the date the fee is due.

10.23 All fees including any interest thereon and due to the Township in accordance with this By-law may be added to the tax roll of the real property owned by the person(s) that incurred the fees arising from the remedy of the contravention and collected in like manner as municipal taxes.

10.24 The Township shall not be liable to the owner or any other person by reason of any work conducted, the storage of any item or any other loss occurring during the exercise of the powers contained within this By-law.

11.0 Offences
11.1 Any person who fails to comply with an order issued under this By-Law is guilty of an offence.
11.2 Any person who breaches any provision of this By-law is guilty of an offence.

11.3 Any person who obstructs or hinders a Municipal By-law Enforcement Officer in the performance of his or her duties under this By-law is guilty of an offence.

11.4 Upon conviction of an offence under this By-law, the maximum fine for an individual shall be $5,000.00 for a first conviction and a maximum of $10,000.00 for every subsequent conviction under this By-law.

11.5 Upon conviction of an offence under this By-law, the maximum fine for a corporation shall be $10,000.00 for a first conviction and a maximum of $20,000.00 for every subsequent conviction under this By-law.

11.6 If this By-law is contravened and a conviction is entered, the court in which the conviction was entered or any Court of competent jurisdiction may, in addition to any other remedy and to any other penalty that is imposed, make an order prohibiting the continuation or repetition of the offence by the person convicted.

12.0 Validity
12.1 A decision of a competent court that one or more provisions of this By-Law are invalid in whole or in part does not affect the validity, effectiveness or enforce ability of the other provisions or part of provisions of this By-Law.

13.0 Applicability
13.1 This By-law shall apply to all property within the limits of the Township of North Frontenac.

14.0 Effective Date
14.1 This By-Law shall come into force and take effect on the date of its passing.
Administrative Report

To: Mayor and Members of Council
From: Tara Mieske, Clerk/Planning Manager
Recommended by: Cheryl Robson, AMCT, Chief Administrative Officer

Date of Meeting: January 17, 2020

Re: Recommended Amendments to the Noise Control Policy

Background
By-law #10-98 being the Noise By-law was passed January 12, 1998 (Attachment #1). The Township’s Solicitor drafted a combined Noise and Yard Standards Policy in 2013 which was not approved by Council.

Comments
Staff have reviewed the Solicitor’s draft Policy and are recommending the Policies remain as two separate policies. The sections of the combined Policy with respect to noise have been included in the draft attached and the amendments recommended by Staff are in red mark-up (Attachment #2).

Researched By
Tara Mieske, Clerk/Planning Manager

Financial Implications
The current Noise By-law is enforced through the Contract for By-law Enforcement. The changes to the By-law will not change how the By-law is enforced; therefore, it is not anticipated that these amendments will have a financial impact.

Recommendation
Be It Resolved That Council receives for information the Administrative Report from the Clerk/Planning Manager entitled “Recommended Amendments to the Noise Control Policy”;

Clerk/Planning Manager – Administrative Report
Recommended Amendments to the Noise Control Policy
January 17, 2020
Page 1 of 2
And That Council instructs the Clerk to make the following amendments:

And That Council will consider the By-law to amend the Noise Control Policy at a future Council Meeting.

Enclosures (2)
- By-law #10-98 being the Noise By-law
- Draft new Noise By-law (amendments recommended by Staff are in red mark-up)
CORPORATION OF THE
TOWNSHIP OF NORTH FRONTEHAC

BY-LAW # 10-96

BEING A BY-LAW TO PROHIBIT, REGULATE AND ABATE NOISES AND PUBLIC NUISANCES WITHIN THE TOWNSHIP OF NORTH FRONTEHAC.

WHEREAS the Municipal Act, R.S.O. 1990, Chapter M 45, Section 210 (138) and (140) provides that Municipalities may pass By-laws for prohibiting or regulating, within the municipality or within any defined area or areas thereof, the ringing of bells, the blowing of horns, shouting and unusual noises likely to disturb the inhabitants, and for prohibiting and abating public nuisances;

NOW THEREFORE the Corporation of the Township of North Frontenac enacts as follows:

1. No person shall ring any bell, blow or sound any horn or cause to be rung, blown or sounded, shout or create, cause or permit any unnecessary noise which disturb the inhabitants.

2. For the purpose of Section 1, the following noises or sounds among other shall be deemed to be unnecessary noises which disturb the inhabitants:
   a) The sounding of any bell, horn, siren or other signal device on any motor vehicle, motorcycle, bicycle, or other vehicle of whatsoever kind except when required by law.
   b) The sounding of any such bell, horn, siren or signal device for an unnecessary period of time.
   c) The sound of noise from or created by any radio or phonograph, or any musical or sound producing instrument of whatsoever kind, when such radio or phonograph or instrument is played or operated in such manner or with such volume as to annoy or disturb the peace, quiet, comfort or repose of any individual in any dwelling house, hotel, apartment house, or other type of residence (e.g. Tent & Trailer Parks/Campgrounds.)
   d) No owner of a pet shall permit such pet in his or her possession to become a nuisance to inhabitants by excessive barking or making undue noise of any kind.
   e) Any unnecessary noise arising between the hour of 9:30 p.m. and 6:00 a.m. of the next following day from any excavation or construction work whatsoever, including the erection, demolition, alteration or repair of any building, except in the case of an emergency, whereby permission has been granted by the Township and/or the Police Force.
   f) The noise or sound created by the use or the operation of any drum, horn, bell, radio or mechanical loudspeaker, or other instrument or device or sound producing, or sound transmitting instrument or apparatus for the purpose of advertising or for attracting attention to any performance, show, sale, display of goods/wares/merchandise, or which projects noise or sound into any street or other public place, or residential area.
g) The noise or sound created by the use or operation of any radio or mechanical loudspeaker or amplifier or other instrument or device or sound-producing/reproducing/transmitting instrument, or apparatus in or upon any vehicle.

h) Crying, shouting or loud speaking in or adjacent to any public street or place.

3. None of the provisions of this By-law shall apply to:

a) The use in a reasonable manner of any apparatus or mechanism for the amplification of the human voice or of music in a public park or any other commodious space in connection with any public election meeting, public celebration, or other reasonable gathering, provided written permission has been granted by the appropriate Township officials.

b) Any vehicle of the police, fire department, ambulance or any public service or emergency vehicle.

c) Any case of public convenience or necessity.

4. Any persons contravening a provision of this By-law may be convicted of an offense pursuant to the provisions of the Provincial Offences Act, as amended, and a fine may be imposed not exceeding $300.00, exclusive of costs, and every such fine is recoverable under the Provincial Offences Act.


READ A THIRD AND FINAL TIME THIS 12TH DAY OF JANUARY, 1998.

MAYOR  

CLERK
The Corporation of the Township of North Frontenac

By-Law #

Being a By-law to Repeal By-law #10-98 and to Control Noise in the Township of North Frontenac

Whereas Section 129 of the Municipal Act, 2001, permits the Township to pass by-laws to prohibit and regulate with respect to noise;

Now Therefore Be It Resolved That Council repeals By-law #10-98 and enacts the attached Schedule “A” as the Noise Control Policy for the Council of the Corporation of the Township of North Frontenac;

And That all Resolutions, By-laws or parts of By-laws, which are contrary to or inconsistent with this by-law, are hereby repealed.

This By-law shall come into force and take effect on the date of final passing.

Read a first and second time this _________________________

Read a third time and finally passed this ______________________________

______________________________  ________________________________
Mayor                          Clerk
Schedule “A” To By-law #

Noise Control Policy

1.0 Short Title

1.1 This By-Law may be cited as the “Noise Control By-Law.”

2.0 Definitions

2.1 In this By-Law:

(a) "Construction Equipment" means any equipment or device designed and intended for use in construction, or material handling, including but not limited to, air compressors, pile drivers, pneumatic or hydraulic tools, bulldozers, tractors, excavators, trenchers, cranes, derricks, loaders, scrapers, pavers, generators, off-highway haulers, trucks, ditchers, compactors and rollers, pumps, concrete mixers, and graders.

(b) “Council” means the Council of the Corporation of the Township of North Frontenac.

(c) “Municipal By-law Enforcement Officer” means the designated by-law enforcement officer(s) of the Township of North Frontenac, or any of them.

(d) "Noise" means a sound that is likely to disturb any person, or that is likely to interfere with the reasonable use and enjoyment of a premises or residential property.

(e) "Premises" means a piece of land and any buildings and structures on it, and includes a place of business, highway, and any other location or place.

(f) “Property” means a building or structure or part of a building or structure, and includes the lands appurtenant thereto and all mobile homes, mobile buildings, mobile structures and outbuildings erected thereon.

(g) “Residential Property” means any property that is used or designed for use as a domestic establishment in which one or more persons regularly or occasionally sleep and prepare and serve meals, and includes any land or buildings that are appurtenant to such establishment and all steps, walks, driveways, parking spaces, and fences associated with the dwelling or its yard.

(h) “Township” means the Corporation of the Township of North Frontenac.

(i) “Vehicle” means any type of motor vehicle, recreational vehicle, snowmobile, trailer or other type of vehicle or equipment drawn, propelled or driven by any kind of power.
3.0 Noise Control

3.1 No person shall make, cause or permit excessive noise.

3.2 Without limiting the generality of section 3.1 of this By-law, the following activities shall be deemed to make, cause or permit noise that is likely to disturb any person, or likely to interfere with the reasonable use and enjoyment of a premises or residential property.

(a) the sounding of any bell, horn, siren or other warning device or the production, reproduction or amplification of any similar sounds by electronic means except where required or authorized by law or in accordance with good safety practices;

(b) the sound from the discharge into the open air of the exhaust of any steam engine, internal combustion engine (including the engine of any vehicle), or pneumatic device without an operating exhaust or muffling device in good working order and in constant operation that prevents noise;

(c) the operation of any electronic device or group of connected electronic devices incorporating one or more loudspeakers or other electromechanical transducers, and intended for the production, reproduction or amplification of sound;

(d) the sound from or created by any instrument, radio, loudspeaker, public address system, equipment or device that emits sound when the same is used or operated for the purpose of advertising or for attracting attention to any performance or sale, show or display of goods or services;

(e) the operation of any construction equipment between the hours of 8:00 PM and 7:00 AM on any day;

(g) barking, calling, whining or other similar noise made by any domestic pet or any other animals kept or used for any purpose other than agriculture;

(h) shouting, yelling, calling, whistling or singing that is clearly audible at a residential property; or

(i) the operation of any powered or non-powered tool for domestic purposes other than snow removal from 9:00 PM to 7:00 AM daily.

3.3 The prohibitions described in sections 3.1 and 3.2 do not apply:

(a) if the noise is the result of measures undertaken in an emergency necessary to ensure the immediate health, safety or welfare of the inhabitants of the Township or other persons, or is necessary to preserve property;

(b) to the operation of vehicles and equipment by the Township or on behalf of the Township; or

(c) to activities that are part of a normal farm practice and carried on as part of an agricultural operation; or

(d) to activities that have been exempted from the operation of this By-law by resolution of Council.

3.4 Notwithstanding any other provisions of this by-law, any person may make a request to Council to be granted an exemption from any provision of this By-law with respect to any source of noise for which the person might be in violation of this By-law. Council, by Resolution, may grant or refuse to grant any exemption.
or may grant an exemption on terms other than those sought by the requester. Any exemption granted by Council shall specify the time period and date(s) during which it is effective and may contain such terms and conditions as Council deems appropriate. The request shall be made in writing to the Clerk and shall contain the name and address of the requester and the property subject to the request; a description of the noise in respect of which the exemption is sought; and the period of time and date(s) for which the exemption is sought.

4.0 Administration and Enforcement

4.1 This By-Law shall be administered by the Chief Administrative Officer, and as directed by the Chief Administrative Officer, enforcement shall be administered by the Municipal By-law Enforcement Officer or any other person appointed by Council to enforce such regulations.

4.2 Where an inspection by the Municipal By-law Enforcement Officer reveals that a person is contravening any provision of this By-law; the Township’s Chief Administrative Officer or as directed by the Chief Administrative Officer, the Municipal By-law Enforcement Officer may give a written order to any owner, occupant of the property or person alleged to have contravened any provision of this By-law ordering that the owner, occupant or person comply with this By-law.

4.3 An order issued under this By-law may set out:
   (a) The person’s name, address and location of the contravention;
   (b) Sufficient particulars of the contravention to adequately identify the contravention and the location on the property or premises of the contravention;
   (c) An order to cease the contravention immediately and a date by which the contravention must cease.

4.4 An order given by the Township in accordance with any section of this By-law shall be served personally or by registered mail sent to the last known address of the person to whom the order is to be given, in which event the service shall be deemed to have been made on the third day after mailing.

4.5 Despite any actions taken in respect to this By-law, the Township shall not be liable to compensate the owner, occupant or any other person by reason of anything done by or on behalf of the Township in the exercise of its powers under this By-law. Any person wishing to appeal any order issued under this By-law shall:
   (a) Within seven (7) days of receipt of the order file an appeal in writing to the Chief Administrative Officer of the Township of North Frontenac;
   (b) The notice of appeal shall contain:
       (i) A copy of the order that was issued; and
       (ii) A brief statement as to why the appellant feels the order was issued wrongly.

4.7 The Chief Administrative Officer on receiving the request for an appeal shall within seven (7) days of receipt of the appeal contact the appellant to schedule a meeting.
4.8 Council The Chief Administrative Officer may approve the order, rescind the order or modify the order on any terms that it deems reasonable in all of the circumstances after hearing the matter.

4.6 A Municipal By-law Enforcement Officer or any person acting under his/her instructions may at all reasonable times, upon producing proper identification, enter upon any parcel of land, excluding any building used as a dwelling, for the purpose of conducting an inspection to determine whether there is or has been a contravention of this By-law, or a direction or order issued under this By-law.

4.7 A Municipal By-law Enforcement Officer may, as part of his/her inspection:
(a) Require the owner, occupant or any person the Municipal By-law Enforcement Officer reasonably believes may have information related to the alleged contravention to produce for inspection any document or thing relevant to the inspection;
(b) Inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
(c) Require information from any person concerning a matter related to the inspection; and
(d) Alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.

4.8 A Municipal By-law Enforcement Officer who removes any document or thing in accordance with this By-law shall provide the owner, occupant or other person with a receipt for the document or thing and shall return the document or thing once it is no longer required for purposes of enforcement by the Township.

4.9 The Township may request an order from a Provincial Judge or Justice of the Peace authorizing a Municipal By-law Enforcement Officer to enter on any property for the purpose of carrying out an inspection for a purpose described in this By-law and to exercise powers described in the order where the Township has been prevented or is likely to be prevented from doing anything set out in this By-law. An order under this subsection:
(a) Shall state the date on which it expires, which date shall not be later than 30 days after the day the order is issued;
(b) May be executed only between 6 a.m. and 9 p.m. unless the order provides otherwise;
(c) In the case of an order authorizing an inspection of a room or place actually being used as a dwelling, the occupier must be given notice concerning when the inspection will be carried out; and
(d) May be issued on application without notice.

4.10 The Township may recover the costs of doing any work required to rectify non-compliance with any order issued under this By-law from the person directed to do the work.
4.10 In addition to all other remedies, the Township may charge a fee, to a maximum of 100% of all costs incurred by the Township, for all costs incurred by the Township pursuant to this By-law to remedy any contravention.

4.11 All costs incurred by the Township to remedy a contravention of this By-law as provided for herein, shall be due within 90 days from the date of an invoice delivered by the Municipality.

4.12 All fees charged to remedy a contravention as provided for herein shall be subject to 1.25% interest per month on the outstanding amount following the date the fee is due.

4.13 All fees including any interest thereon and due to the Township in accordance with this By-law may be added to the tax roll of the real property owned by the person(s) that incurred the fees arising from the remedy of the contravention and collected in like manner as municipal taxes.

4.14 The Township shall not be liable to the owner or any other person by reason of any work conducted, the storage of any item or any other loss occurring during the exercise of the powers contained within this By-law.

5.0 Offences

5.1 Any person who fails to comply with an order issued under this By-Law is guilty of an offence.

5.2 Any person who breaches any provision of this By-law is guilty of an offence.

5.3 Any person who obstructs or hinders a Municipal By-law Enforcement Officer in the performance of his or her duties under this By-law is guilty of an offence.

5.4 Upon conviction of an offence under this By-law, the maximum fine for an individual shall be $5,000.00 for a first conviction and a maximum of $10,000.00 for every subsequent conviction under this By-law.

5.5 Upon conviction of an offence under this By-law, the maximum fine for a corporation shall be $10,000.00 for a first conviction and a maximum of $20,000.00 for every subsequent conviction under this By-law.

5.6 If this By-law is contravened and a conviction is entered, the court in which the conviction was entered or any Court of competent jurisdiction may, in addition to any other remedy and to any other penalty that is imposed, make an order prohibiting the continuation or repetition of the offence by the person convicted.

6.0 Validity

6.1 A decision of a competent court that one or more provisions of this By-law are invalid in whole or in part does not affect the validity, effectiveness or enforce ability of the other provisions or part of provisions of this By-law.
7.0 Applicability

7.1 This By-law shall apply to all property within the limits of the Township of North Frontenac.

8.0 Effective Date

8.1 This By-law shall come into force and take effect on the date of its passing.
Administrative Report

To: Mayor and Members of Council

From: Eric Korhonen, Director of Emergency Services/Fire Chief (DESFC)

Recommended by: Cheryl Robson, AMCT, Chief Administrative Officer

Date of Meeting: January 17, 2020

Re: Fire Prevention, Public Education Activities - 2019

Background
The 2019 Fire Prevention and Public Education activities in the Township of North Frontenac (Township), are conducted by the Fire and Life Safety Educator (FLSE), Firefighters and the Fire Chief (Chief). The FLSE provides the education component with assistance from the Firefighters, while the Chief provides inspections for Fire Code compliance to ensure public safety. Fire Prevention is regulated in the Township by the Ontario Fire Code and by By-law #05-17 being the Fire Prevention Policy as adopted by Council on January 13, 2017.

Research By
Eric Korhonen, Director of Emergency Services/Fire Chief, Jim Boles, Fire and Life Safety Educator.

Comments
Fire Prevention activities in the Township for 2019 included the following:

Fire Prevention Week October:
A public awareness campaign was conducted by the Firefighters during home visit throughout the year and on Fire Prevention Week to promote fire and life safety within the Township. Topics of interest presented included: Wildfires; MNR Fire Smart Program; home fire escape planning; smoke and Carbon Monoxide (CO) alarms; and unattended cooking. An Open House was hosted by the North Frontenac Fire Department (NFFD) at the Clarendon Miller Fire Hall. Approximately 30 people attended the event. Demonstrations included, an
approved Open Air Incinerator, a campfire and an approved propane appliance which meets the requirements of the Open Air Burn By-Law #53-19. Distribution of educational materials and instruction regarding smoke alarms, CO alarms, fire escape and preplanning was provided. Sparky was in attendance to meet and greet the communities children. The Volunteer Firefighters explained and demonstrated the correct use of a fire extinguisher. The Township provided a free BBQ with Smores. The event was a great success.

The Open House was reviewed by the Chief and Senior Officers and a general consensus was to change the date of the event in future to a Saturday to accommodate residents and visitors to North Frontenac and provide an opportunity for more Firefighters to participate.

**Smoke Alarm/Carbon Monoxide (CO) Alarm Program:**
The NFFD provides an ongoing public awareness campaign at all attended events to teach residents and visitors of the proper installation and requirements under the Fire Protection and Prevention Act regarding smoke alarms and CO alarms. The campaign is in accordance with the requirements of the Fire Protection and Prevention Act (FPPA).

The NFFD also inspects and tests smoke and CO alarms during response to emergency and medical calls or CO activation. An in home inspection is performed to ensure the smoke and CO alarms are functioning and will provide sufficient warning in the event of a fire or CO emergency, and that residents are safe and compliant with applicable Fire Code.

In 2019 a total of seventy four (74) homes were inspected:
- (20) Twenty smoke alarms were replaced and installed.
- (6) Six combination smoke and CO alarms were replaced where a CO alarm was required.
- (7) Seven CO alarms were installed where required.
- Of the homes inspected three (3) homes did not have working smoke alarms installed, the majority of smoke alarms inspected and replaced were due to expiration in accordance with the manufacturer’s recommendations (over Ten (10) years old).
- Six (6) combination Smoke/CO alarms were also provided as door prizes at local events.

Twenty six (26) homes were visited but not available for inspection.

NOTE: there were no emergency responses in 2019 in North Frontenac related to Smoke or CO alarm activations.

**Code Compliance and Inspections:**
Fire Code inspections were provided as per North Frontenac’s Fire Prevention Policy and the FPPA. The Clarendon Central Public School was inspected once and Fire Drills were performed in 2019 to ensure Fire Code compliance. One
commercial property was inspected on request, within the Township. No complaints or requests were received to inspect residential properties as defined by the Ontario Fire Code. Three (3) burn complaints were received and investigated - No charges were laid as emergency response was not required or dispatched and the occupant promptly complied with requests to extinguish the fire.

**Administrative:**
The Ministry of Natural Resources and Forestry (MNRF) indices was monitored by the Chief daily from April 1 to October 31 to ensure accurate information was relayed to residents and visitors to North Frontenac via the Fire Hazard rating signs and the Township’s website.

In accordance with North Frontenac’s Open Air Burn By-Law, three Commercial Burn Permits were issued.

In 2019 the Township had three (3) Firefighters attain certification under the National Fire Protection Association Standards (NFPA) as Level 1, Fire and Life Safety Educators.

The FLSE attended eight (8) Kingston, Frontenac, Lennox and Addington (KFL&A) Fire Prevention Association monthly meetings, and three (3) additional meetings to address Fire and Life Safety Education in the Township. The FLSE also attended one Ontario Municipal Fire Prevention Officer Association meeting.

**Education:**
Public Education was provided by the FLSE and Firefighters to the public at events, in home visits, meetings and during response to emergencies.

- On May 11, 2019 the Ompah Community Volunteers hosted a Fire Extinguisher day at the Ompah Community Hall, were extinguishers were inspected, training and educational material were provided to the participants.
- The Clarendon Central Public School was visited by the FLSE and safety training with the students covered Smoke and CO alarms.
- Two Cottage Association meetings were attended to continue to educate and discuss road maintenance for fire accessibility; fire extinguisher training, wildfire and MNR Fire Smart Programs; smoke alarms; CO Alarms; chimney fires and home and property inspections.
- On June 7, 2019, the Township hosted the June, KFL&A Fire Prevention Committee.
- On August the 11, 2019, the FLSE and several Firefighters assisted the KFL&A Fire Prevention Committee by attending the Verona Car Show to present demonstrations on Fire Extinguishers, and a Fire Prevention materials display.
- On August 24, 2019 the NFFD participated in the Essential Services Fair to promote fire and life safety within the Township covering such topics as Wildfire; MNR Fire Smart Program; home fire escape planning; smoke alarms; and unattended cooking, with a visit from Sparky the fire dog. The South Frontenac Fire Department attended the Fair with their Fire Prevention Castle, and Kaladar Barrie Fire Department attended to provided Vacuum Tanker demonstrations.
- On November 30, 2019, NFFD took an active role in the Santa Claus with Sparky in attendance to distribute gift bags to the children.

Financial Implications
The 2019 Fire Budget total for Fire Prevention/Education is $6,000 and includes the following:

A budget of $1,550 for remuneration for the VFF to assist the FLSE with meetings and public events is included in the Salaries – Fire Suppression (Payroll).

The actual year to date expenditures has not been finalized as of the date of this report.

Recommendation
Be It Resolved That Council receives for information the Director of Emergency Services/Fire Chief’s Administrative Report entitled “Fire Prevention, Public Education Activities - 2019” for information purposes.
Administrative Report

To: Mayor and Members of Council

From: Eric Korhonen, Director of Emergency Services, Fire Chief (DESFC)

Recommended by: Cheryl Robson, AMCT, Chief Administrative Officer

Date of Meeting: January 17, 2020


Background
The Township of North Frontenac (Township) has an Emergency Response Plan (Plan) as required by the “Emergency Management and Civil Protection Act, Ontario Regulation 380/04 Standards 2004” (O.Reg380/04). A legislated component of the Plan is to provide the Office of the Fire Marshal and Emergency Management (OFMEm) with a Municipal Compliance Report (MCR). The MCR was changed to an online format effective 2017. The Report provides detailed information concerning the Municipalities compliance with the legislation.

Research By
Eric Korhonen, Community Emergency Management Coordinator (CEMC)

Comments
The MCR is comprised of several components, made up of questions which refer to various sections of O. Reg. 380/04.

- **Contact Information, Emergency Management Coordinator (CEMC) Designation and Training** – the Township is compliant with the requirements of this section. The CEMC has obtained the following training: Introduction to Incident Management System (IMS100), Basic Emergency Management (BEM200), Note Taking (EM240), Community Emergency Management Coordinator (EM300) and Basic Incident Management System (IMS200).

- **Emergency Information Officer (EIO)** - the Township has an Emergency Information Officer as required.
• Emergency Management Program Committee (EMPC) – the list of the EMPC Members is available and the required meetings have been held.
• Hazard Identification and Risk Assessment (HIRA) – the EMPC has reviewed the HIRA as required in 2019. The HIRA will be provided with the MCR.
• Critical Infrastructure (CI) List – the list has been reviewed and amended by the EMPC in 2019. The list will be provided with the MCR.
• Emergency Response Plan – the Emergency Plan has been reviewed by the EMPC in 2019.
• Municipal Emergency Control Group (MECG) – the Township has a MECG as appointed by Council. The list of MECG members is contained in the Township’s Plan.
• Annual Training – annual training was provided in 2019, as required.
• Annual Exercise – an Annual Exercise was held in North Frontenac on November 19, 2019.
• Emergency Operations Center (EOC) – the Township has identified a location, with appropriate communication equipment, as well as an alternate location for the EOC.
• Public Education – the Township provided public education as required in 2019 using the Frontenac News and the Township’s website.
• Emergency Management Program Review – The EMPC has reviewed the Program for 2019 as required.
• Program By-Law – Municipal By-law #18-07 being a By-Law to adopt an Emergency Response Program, is in place for North Frontenac.
• Emergency Response Plan Annual Compliance Report – the MCR has been completed by the DESFC/CEMC and submitted for 2019.

Financial Implications
None

Recommendation
Administrative Report

To: Mayor and Members of Council

From: Eric Korhonen, Director of Emergency Services, Fire Chief (DESFC)

Recommended by: Cheryl Robson, AMCT, Chief Administrative Officer

Date of Meeting: January 17, 2020

Re: Bi – Annual Accessibility Compliance Report 2019

Background
The Ministry of Community and Social Services enacted the “Accessibility for Ontarians with Disabilities Act”, 2005 (AODA) on June 13, 2005. The purpose of the AODA was to make Ontario accessible through implementation and enforcement of regulated accessibility standards related to goods, services, facilities, employment, accommodation and buildings. The first standards under the AODA were the Accessibility Standards for Customer Service, Ontario Regulation 429/07.

Research By
Eric Korhonen, Director of Emergency Services/Fire Chief

Comments
Designated public sector organizations were required to comply with the standard by January 1, 2010. This standard is the law and obligated organizations were to comply with the requirements and report on compliance:

- Train all staff and volunteers to serve customers with a variety of disabilities,
- Keeping a written record of who has been trained and when,
- Welcoming service animals and support persons,
- Providing accessible ways for customers to offer feedback,
- Creating an Accessibility Policy and putting it into place.
Since January 1, 2012, organizations must make emergency and public safety information, such as brochures or evacuation plans, available in accessible formats upon request. In addition, organizations must provide individualized emergency evacuation plans for all workers who require them.

Organizations must also make their websites accessible by ensuring that the website complies with WCAG 2.0 guidelines. This rule applies to:

- New websites,
- Old websites that are being updated significantly,
- New web content.


Since January 1, 2015, all information available to the public must be offered in an accessible format whenever someone asks. Organizations should consult with the person making the request to find out how to provide the information in a way the person can access.

Since January 1, 2016, all new or significantly renovated public spaces must be accessible. Public spaces include:

- Recreational trails and beach access routes,
- Outdoor public eating areas,
- Outdoor play spaces,
- Accessible parking,
- Outdoor paths of travel,
- Service-related elements like service counters, fixed queuing lines and waiting areas.

Since December 31, 2010, organizations have needed to file Accessibility Compliance Reports confirming that they have fulfilled all accessibility requirements. This process consists of filling out and submitting a government form. Organizations should have completed new reports in 2013 and every two years since. An additional report is due on January 1, 2025, the deadline of the AODA.

Township of North Frontenac, under the AODA is not required to have their own plan:

- “(3.1) an upper-tier municipality and any lower-tier municipalities that form part of it for municipal purposes may prepare a joint accessibility plan and a joint annual status report. O. Reg. 413/12, s. 3 (2).
- (3.2) a joint accessibility plan and a joint annual status report prepared in accordance with subsection (3.1) are deemed to be the accessibility plan
and annual status report of each municipality to which they apply and subsections (2) and (3) apply, with necessary modifications, where municipalities prepare a joint accessibility plan and a joint annual status report. O. Reg. 413/12, s. 3 (2).”

The County of Frontenac and the Township of North Frontenac have adopted a “Joint Multi-Year Accessibility Plan 2018 – 2022” which incorporates all four Townships of the County of Frontenac.

The Township of North Frontenac has filed its 2019 Accessibility Compliance Report with the Ministry of Seniors and Accessibility and has met all requirements as outlined by the AODA for 2019. The Ministry of Seniors and Accessibility will respond on the Township’s compliance in early 2020.

Financial Implications
None.

Recommendation
Be It Resolved That Council receives the Director of Emergency Services/Fire Chief’s (DESFC) Administrative Report entitled “Bi – Annual Accessibility Compliance Report 2019” for information purposes.
Administrative Report

To: Mayor and Members of Council

From: Eric Korhonen, Director of Emergency Services, Fire Chief (DESFC)

Recommended by: Cheryl Robson, AMCT, Chief Administrative Officer

Date of Meeting: January 17, 2020

Re: Kenwood of Canada Communications Support Grant 2020

Background
Kenwood Canada has developed a grant program called Kenwood Cares. An initiative that provides radio communications equipment to volunteer based organizations only. The grant provides an opportunity for Volunteer Fire Departments and other organizations to access one communications system grant per organization; up to a maximum of $10,000 Manufacturers Suggested Retail Price.

Researched By
Eric Korhonen, Director of Emergency Services, Fire Chief (DESFC)

Comments
To be eligible and considered for a communications grant from the Kenwood Cares program, organizations must meet the following criteria:

- Applicant must be a Canadian non-profit organization or a Canadian charitable organization registered with the Canada Revenue Agency (CRA),
- Be operating in Canada,
- Fill out formal Application and provide additional documentation / essay as required,
- Have an established track record of service or potential for success within the community,
- Address a specific community need / service and provide direct impact to the community,
- Provide official financial statements (i.e. balance sheet, income statement and/or cash flow statement).

Focused on volunteer based organizations and departments:
- Volunteer Fire Departments,
- Search & Rescue,
- Highway Rescue,
- Other organizations with community service mandate

Submissions will be weighed on, overall organizational need for communications equipment, established track record of service or potential for success within the community and overall benefit to the community via public safety, education and community service.

Restrictions, will be applied to companies or organizations such as, Athletics, For-profit organizations, Organizations that discriminate by race, creed, gender, age or national origin, Political activities and organizations, Religious or sectarian organizations.

The Kenwood Cares grant could be used to purchase a Mobile Repeater, to improve radio reception during emergency response in areas where communication is currently difficult or non-existent, and to replace existing aging mobile radio equipment on the Fire Vehicles. The grant Application closes January 31, 2020.

Casey Cuddy, Kaladar Barrie Fire Chief, is aware of the grant, but at the time of this report had not confirmed whether he was making Application to Kenwood of Canada.

Financial Implications
Potential to receive a grant of up to $10,000 for communication equipment from Kenwood of Canada.

Recommendation

Be It Resolved That Council receives for information the Director of Emergency Services, Fire Chief’s Administrative Report entitled “Kenwood of Canada Communications Support Grant 2020”;

And That Council instructs the Director of Emergency Services Fire Chief to make Application to Kenwood of Canada for the Kenwood Cares Communication Grant, for a well needed Mobile Repeater for the North Frontenac Fire Department.
Administrative Report

To: Mayor and Members of Council

From: Corey Klatt, Manager of Community Development

Recommended by: Cheryl Robson, AMCT, Chief Administrative Officer

Date of Meeting: January 17, 2020

Re: Follow up to Request for Additional Staff for the North Frontenac Crown Land Stewardship Program, 2019 (Trial Basis).

Background

“Be it Resolved That Council receives for information the Manager of Community Development’s (MCD) Administrative Report entitled “Request for Additional Staff for the North Frontenac Crown Land Stewardship Program (CLSP), 2019 (Trial Basis);

And That Council approves to hire one seasonal staff for the CLSP on a trial basis for the months of June, July, August and September for the 2019 Camping Season only;

And That these funds be taken from the MNR Parks (CLSP) Reserve Fund;

And That the MCD provide Council with the results of this trial at the end of 2019 for future years consideration;

And That the CAO amend the Organizational Chart to include this new position”.

Research By
Corey Klatt, Manager of Community Development

Comments
The demands of the Crown Land Stewardship Program (CLSP) continue to increase and so does the workload for all CLSP staff. We enjoyed a very busy
summer and the addition of this position (CLSP Staff - Seasonal) proved to be very beneficial. This position also assisted in freeing up some time for the Facilities Recreation Supervisor (FRS) to complete a few projects within other departments in the Municipality (which would not have been possible without the seasonal position) without the CLSP falling behind as much as in previous years.

As a result it is recommended that Council approves continuing with this seasonal position (June, July, August and September for 32 hours per week) on an annual basis and that it be funded from the CLSP operating budget on an ongoing basis.

Financial Implications
In 2019 the addition of an additional Seasonal CLSP Staff for the months of June, July, August, and September for 32 hours per week as recommended by the MCD cost the CLSP Program $10,328.68 (including wages, Employer Health Tax (EHT), WSIB, etc.).

Recommendation

Be It Resolved That Council receives for information the Manager of Community Development’s Administrative Report entitled “Follow up to Request for Additional Staff for the North Frontenac Crown Land Stewardship Program, 2019 (Trial Basis)”;

And That Council approves the Seasonal CLSP Staff Position as an ongoing position on an annual basis for 32 hours per week for the months of June, July, August and September;

And That this position shall be funded by the Crown Land Stewardship Program’s operating budget on an annual basis.
Administrative Report

To: Mayor and Members of Council

From: Darwyn Sproule, P. Eng., Public Works Manager

Recommended by: Cheryl Robson, AMCT, Chief Administrative Officer

Date of Meeting: January 17, 2020

Re: Municipal Hazardous or Special Waste Program Amended Agreement

Background

On April 12, 2018, pursuant to Section 14 of the Waste Diversion Transition Act, 2016 (WDTA), the Minister of Environment, Conservation and Parks directed Stewardship Ontario (SO) to wind up the Municipal Hazardous and Special Waste (MHSW) Program and transition to Independent Producer Responsibility (IPR) by June 30, 2021. Per this wind-up Program, SO has provided each municipality with an amended Agreement to address the ability to continue payments during the transition period. MHSW is the second of four programs that will transition to producer responsibility. The Used Tire program transitioned in 2019.

Researched By

Darwyn Sproule, Public Works Manager
Katelyn Ronfeld, Public Works Administrative Assistant

Comments

North Frontenac’s MHSW Program provides residents of North Frontenac and Addington Highlands a safe disposal option for hazardous materials, and has diverted 158.7 tonnes of material since 2009. Depots located at the Mississippi and Plevna Waste Sites provide this Program to only North Frontenac residents,
whereas, the 506 Site provides the Program to both North Frontenac and Addington Highlands residents.

Upon wind-up, hazardous materials collected under the MHSW Program will be managed according to an IPR framework under the Resource Recovery and Circular Economy Act, 2016. Per the wind-up mandate, single use batteries will transition to IPR on June 30, 2020, with the remaining MHSW materials transitioning on June 30, 2021. In 2019, single use batteries represented 5% of the 12.82 tonnes of MHSW products diverted from the Waste Disposal Sites.

In preparation for the Wind-Up Program, the amendment to the Municipal Agreement is required to enable SO to continue to make payments for materials that will continue under the MHSW Program after June 30, 2020. In the absence of this amendment, SO will have no mechanism to continue payments and thus would be forced to terminate all Agreements with the municipality effective June 30, 2020. Currently, revenue from the MHSW Program is used to offset operating costs such as: depot maintenance, staffing, Hazardous Waste Information Network (HWIN) compliance, and the disposal of MHSW materials.

To date, the Township has been provided minimal information or details from SO regarding the operation of the MHSW program through the Wind-Up Program and after transition to IPR. Once further details are available, an update will be provided to Council.

Financial Implications

Currently, the Township receives an MHSW Depot annual rebate from SO of $2,089.02 and $13,651.56 from Product Care Recycling through six installments. This rebate is used to run and maintain the MHSW Depots at our Waste Disposal Sites. These rebates may decrease, based on remaining SO funds, for the products remaining until June 30, 2021. Once transitioned to IRP, the funds potentially may be dissolved or may come through a different funding source, causing a loss in revenue for the MHSW Program effective June 30, 2021.

Recommendation

Be It Resolved That Council receives for information the Public Works Manager’s Administrative Report entitled “Municipal Hazardous or Special Waste Program Amended Agreement”;

And That the Public Works Manager will provide an update to Council once further direction for the Municipal Hazardous or Special Wastes Wind-up Program and transition to Independent Producer Responsibility is available from Stewardship Ontario;
And That Council will consider a By-law later in the meeting authorizing the Mayor and Clerk to sign the Amending Agreement – New Municipal Hazardous or Special Wastes Services Agreement with Stewardship Ontario.

Enclosures
1. By-Law #95-11
2. Amending Agreement – New Municipal Hazardous or Special Wastes Services Agreement.
THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC

BY-LAW #95-11

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN A NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTE SERVICES AGREEMENT WITH STEWARDSHIP ONTARIO.

NOW THEREFORE the Council of the Corporation of the Township of North Frontenac enacts that the Mayor and Clerk are authorized to sign said Agreement on behalf of the Township of North Frontenac and that said Agreement shall be attached heretofore as Schedule A.

AND THAT all resolutions, by-laws or parts of by-laws, which are contrary to or inconsistent with this by-law, are hereby repealed.

AND THAT this by-law shall come into full force and effect from and after its passing.

READ a first and second time this 18th day of July, 2011.

READ a third time and finally passed this 18th day of July, 2011.

MAYOR

CLERK
NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTE SERVICES AGREEMENT

THIS AGREEMENT is made as of the 1st day of July, 2011.

BETWEEN:

STEWARDSHIP ONTARIO ("SO")

- and -

THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC ("MUNICIPALITY")

collectively, the "Parties"

WHEREAS:

A. By letter received by Waste Diversion Ontario December 12, 2006, the Minister of the Environment for the Province of Ontario required Waste Diversion Ontario ("WDO") to develop a waste diversion program for municipal hazardous or special waste ("MHSW") and that SO act as the Industry Funding Organization ("IFO") for the program;

B. SO, at the direction of and in cooperation with Waste Diversion Ontario, developed a municipal hazardous or special waste program plan for 9 materials (the Phase 1 materials), which was approved for implementation by the Minister of the Environment by letter dated February 19, 2008;

C. By letter received by Waste Diversion Ontario on July 22, 2008, the Minister of the Environment required WDO to develop an amended waste diversion program for MHSW that included all materials referred to as "Phase 2" and "Phase 3";

D. The amended MHSW Program Plan was approved by the Minister on September 22, 2009, took effect on July 1, 2010, and included 22 materials;

E. By Regulations 298/10 and 396/10, Phase 2 and 3 materials stewards were no longer required to pay fees to SO;

F. SO intends to submit a new program plan for the Phase 1 MHSW only to the Minister for approval (the "revised MHSW Program Plan");

G. SO and the Municipality wish to enter into a new agreement concerning the provision of certain services by the Municipality to SO concerning the Phase 1 materials.
NOW THEREFORE in consideration of the premises, the parties hereto agree as follows:

1.0 Definitions and Interpretation

1.1. Terms beginning with capital letters and used herein without definition shall have the meanings given to them in either the Waste Diversion Act 2002 (Ontario) or the Municipal Act, 2001 (Ontario), as the case may be unless otherwise specified.

1.2. In this Agreement:

(a) "Agreement" means this Agreement and includes all schedules and amendments thereto;

(b) "Business Day" means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario has elected to be closed for business;

(c) "Certificate of Approval" means an approval issued by the Director of the Environmental Assessment and Approvals Branch of the Ministry of the Environment of Ontario pursuant to the Environmental Protection Act (Ontario);

(d) "Claims Submission" means submission to SO of data required to validate claim for payment;

(e) "Collection Services" means all the activities, including those conducted at Events and Depots operated by or on behalf of the Municipality, for the purpose of receiving, classifying, packing, storing and transferring Obligated MHSW onto transportation vehicles, including the manifesting of the MHSW prior to transportation away from the Event or Depot;

(f) "Commingled Materials" means the materials listed in Schedule E that can be safely packed together for transportation as per the Packing Standards;

(g) "Depot" means a collection and transfer facility/location operated by or on behalf of the Municipality for receiving MHSW from the public and/or Exempt Small Quantity IC&I Generators and transferring same to transporters for processing or recycling;

(h) "End Processor" means a Service Provider that processes collected Obligated MHSW;

(i) "Event" means a one-day or other collection event, operated by or on behalf of a municipality to collect, pack, transport, weigh, and process MHSW from the public and/or Exempt Small Quantity IC&I Generators;

(j) "Exempt Small Quantity IC&I Generator" or "Exempt SQG" means a business that is not required to submit a Generator Registration Report with respect to MHSW under subsection 18 (1) of Regulation 347, made under the Environmental Protection Act (Ontario), as amended from time to time;

(k) "FOB" means free on board;
(l) "Generator" means the final user who generates waste which will be reused, recycled or disposed;

(m) "Lab Pack Audit" means a lab pack audit by a third party, the results of which are shared with municipalities annually at a minimum and no more frequently than quarterly to account for seasonality;

(n) 'Manifesting" means those activities associated with preparing a manifest for Post-Collection Services in accordance with Regulation 347 made under the Environmental Protection Act (Ontario);

(o) "MHSW Services" means the Collection Services and/or Post-Collection Services provided by the Service Provider;

(p) "Minister" means the Minister of the Environment for the Province of Ontario;

(q) "Non-Commingled Materials" means the materials listed in Schedule E that must be packed separately for transportation as per the Packing Standards;

(r) "Obligated MHSW" means MHSW designated as Phase 1 in the Minister’s program request letter to Waste Diversion Ontario received on October 25, 2010 requesting a revised waste diversion program for Phase 1 MHSW and as may be further defined by the Minister from time to time;

(s) "Packing Standards" means the Waste Packing Protocols listed in Schedule "E" as amended by SO from time to time;

(t) "Post-Collection Services" means the management of Obligated MHSW after delivery of such MHSW to a transportation Service Provider FOB the Event or Depot location, including but not limited to transportation of Obligated MHSW materials from Events and Depots, consolidation, sorting, weighing, processing, recycling, and safe disposal of residual waste and other post-collection waste management activities;

(u) "MHSW Program Plan" means the current MHSW waste diversion program as it applies to Phase 1 materials approved by the Minister pursuant to section 26 of the Waste Diversion Act, 2002 (Ontario), and any amendments thereto and replacements thereof;

(v) "Service Provider" means the Municipality and/or a commercial party that provides MHSW Services to SO or the Municipality as the case may be;

(w) "SO Portal" means SO’s online system for uploading Claims Submissions.

2.0 MHSW Services

2.1. Schedule "A" to this Agreement sets out schematically two different service location types for the provision of MHSW Services by the Municipality to SO. These are as follows:
(a) Depot

(b) Event.

For the purpose of this Agreement, SO and the Municipality have agreed that the service location types marked with an "X" below will be the ones under which the Municipality will provide MHSW Services to SO.

X Depot

☐ Event

2.2. SO and Municipality may agree in writing at any time to change the service location type under which Municipality is providing MHSW Services to SO herein to the other service location type listed above and described in Schedule "A" hereto or to add the other service location type, and this Agreement shall be deemed to have been amended accordingly.

2.3. The Parties recognize that there may be changes, including addition or removal of some materials, to the MHSW Program Plan. In the event of such changes, either Party may request appropriate amendments to this Agreement to reflect those changes, and the Parties will negotiate same in good faith, failing which the matter will be resolved by arbitration in accordance with the provisions hereof.

3.0 Price and Payment

3.1. Price

(a) MHSW Services – Depot. As described in Schedule "A" hereto, SO will pay for MHSW Services provided by the Municipality as follows:

(i) SO will pay the Municipality the hourly rate as set out in Schedule "C" for the Total Reimbursable Hours of Operation as specified in Schedule "B" for the Collection Services.

(ii) SO will pay the Municipality SO's proportionate share (weight of Obligated MHSW as a proportion of total weight of transported MHSW) of the Post-Collection Services transportation costs for the Commingled Materials. The proportionate share will be based on the most recent Lab Pack Audit. Processing costs will be paid based on actual weight of the Obligated MHSW.

(iii) SO will pay the Municipality SO's proportionate share (by weight) of the Post-Collection Services transportation and end processing costs for the Non-Commingled Materials until such services are contracted for directly by SO. Transportation weight will be determined by the most recent Lab Pack Audit. End processing costs will be based on actual weight. Municipality acknowledges that SO currently has a target date of December 31, 2011 to transition the provision of Post-Collection Services for Obligated MHSW collected at Depots from Municipality to SO, and will facilitate such transition as reasonably requested by SO.
(b) MHSW Services - Event. As described in Schedule “A” hereto, SO will pay for MHSW Services provided by the Municipality as follows:

(i) SO will pay the Municipality an amount per tonne as set out in Schedule “C” for the Collection Services and Post-Collection Services for each of the agreed upon Events specified in Schedule “B”. The actual weight of the Obligated MHSW will be used.

(c) Intentionally deleted.

3.2. Payment

(a) MHSW Services - Depot.

(i) To receive payment for Depot Collection Services, the Municipality must upload a monthly Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s). The Claims Submission is to be submitted to SO within fifteen (15) Business Days of the end of each calendar month. SO will validate the Claims Submission with the manifest(s) and, upon validation SO will issue a purchase order against which the Municipality will invoice SO. SO will pay invoices net thirty (30) days of receipt.

(ii) To receive payment for Depot Post-Collection Services for the Commingled Materials, the Municipality must upload a Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s) and diversion report(s) from the End Processor with respect to the Commingled Materials. The Claims Submission is to be submitted to SO within fifteen (15) Business Days of Municipality receiving the related diversion report(s) but no later than the end of the following calendar quarter. SO will validate the Claims Submission with the manifest(s) and, upon validation SO will issue a purchase order against which the Municipality will invoice SO. SO will pay invoices net thirty (30) days of receipt.

(iii) To receive payment for Depot Post-Collection Services for the Non-Commingled Materials, the Municipality must upload a Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s) and diversion report(s) from the End Processor with respect to the Non-Commingled Materials. The Claims Submission is to be submitted to SO within fifteen (15) Business Days of Municipality receiving the related diversion report(s) but no later than the end of the following calendar quarter. SO will validate the Claims Submission with the manifest(s) and, upon validation SO will issue a purchase order against which the Municipality will invoice SO. SO will pay invoices net thirty (30) days of receipt.

(b) MHSW Services - Event.

(i) To receive payment for Event Collection Services and Post-Collection Services, the Municipality must upload a Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s) and diversion report(s) from the End Processor with respect to the Obligated MHSW. The Claims Submission is to be submitted to SO within fifteen (15) Business Days of
Municipality receiving the related diversion report(s) but no later than the end of the following calendar quarter. SO will validate the Claims Submission with the manifest(s) and, upon validation SO will issue a purchase order against which the Municipality will invoice SO. SO will pay invoices net thirty (30) days of receipt of said invoice.

(c) Intentionally deleted.

3.3. Municipality will provide any additional back-up/supporting information reasonably requested by SO to verify the accuracy of the Claims Submissions from time to time.

3.4. The Municipality will not charge residential Generators of MHSW for collection of MHSW at its Depots or Events.

3.5. Late Submission Penalties

(a) SO may apply a penalty of ten (10%) per cent per month to Claims Submissions which are not submitted to SO within the time periods set out in section 3.2(a)(ii) and (iii), (b) and (c).

For section 3.2(a)(i) SO may apply a penalty of ten (10%) per cent per month to Claims Submissions which are not submitted to SO by the end of the following calendar quarter.

(b) SO will have no responsibility to pay and Municipality will forfeit the right to claim for, any Claim Submission in respect of a calendar year which is not received by SO within three (3) months of the end of that calendar year.

3.6. The price paid to Municipality herein for MHSW Services will not at any time exceed the prices charged by the Municipality for similar services to other producers or product stewards or their organizations. SO may amend Schedule "C" to match any better pricing extended for such services at any time by the Municipality and upon delivery of same to the Municipality this Agreement will be deemed to have been amended accordingly.

4.0 Term

4.1. The initial term of this Agreement will be eighteen months (July 1, 2011 to December 31, 2012).

4.2. This Agreement will automatically renew for up to four (4) successive one year terms unless either party provides at least ninety (90) days advance written notice of termination prior to the expiration of the then-current term.

5.0 Title and Compliance with Laws

5.1. Title to all Obligated MHSW collected by Municipality at Events and Depots will belong to SO from the time of collection, and whether the Obligated MHSW is transported to the End Processor by the Municipality's Service Providers or SO's Service Providers. Any contract entered into between Municipality and an End Processor for Obligated MHSW
must provide that title transfers to the End Processor in accordance with the Processor Standards in Schedule E, as amended from time to time.

5.2. In performing the MHSW Services hereunder, Municipality represents and warrants that it will at all times, and will require its service providers to, have all Certificates of Approval and any other approvals required and that it will otherwise comply at all times and require its service providers to comply, with all applicable laws, regulations and requirements of any governmental authority having jurisdiction, including without limitation the Ontario Ministry of the Environment and the Ontario Ministry of Labour.

6.0 SO Policies, Standards and Guidelines

6.1. SO has developed, and may develop or amend from time to time policies, standards and guidelines relevant to the provision of the MHSW Services.

At the time of entering into this Agreement, the SO policies, standards and guidelines relevant to the provision of the MHSW Services herein are referenced in Schedule “E”. Municipality will comply and will ensure that any of its contractors supplying MHSW Services comply, with the provisions of all such policies, standards and guidelines as they pertain to the provision of the MHSW Services. SO will communicate any new or amended such policies, standards and guidelines to Municipality via email and will post copies of such new or amended policies, standards and guidelines on SO’s website as they are developed and Municipality agrees to comply with the provisions of such new or amended policies, standards and guidelines in providing and contracting for the MHSW Services hereunder unless Municipality provides written notice stating otherwise within twenty (20) Business Days of receiving such communication.

7.0 Promotion and Education

7.1. Proper education and promotion of the MHSW Program Plan is essential to its success. Municipality will work cooperatively with SO in undertaking such promotion and education activities with respect to the MHSW Program Plan and collection of the Obligated MHSW as set out in Schedule “D” and as may otherwise be reasonably requested by SO from time to time.

8.0 Indemnity and Insurance

8.1. Each party (the “Indemnifying Party”) hereby indemnifies and saves harmless the other party (the “Indemnified Party”) on its behalf and as trustee for, its respective directors, officers, contractors, employees and agent, from and against any and all manner of actions or causes of actions, damages (but not including consequential damages), costs, loss or expenses of whatever kind (including related legal fees on a full indemnity basis) which the Indemnified Party, its directors, officers, contractors, employees and agents may sustain, incur or be put to by reason of or directly or indirectly arising out of any breach of this Agreement by the other party or any wilful misconduct or negligence of the Indemnifying Party or any person for whom the Indemnifying Party is, at law, responsible, in relation to matters arising out of this Agreement.

8.2. The Municipality will, during the term of the Agreement, self-insure, maintain at its expense and/or require any Service Provider to maintain at either the Municipality’s or
Service Provider's expense Comprehensive General Liability coverage with limits of not less than $5,000,000 (five million dollars) per occurrence. For clarity, only the Municipality can self-insure.

8.3. The Comprehensive General Liability policy of insurance referred to in this section will include SO as an additional insured.

8.4. Unless the Municipality wholly self-insures, the Municipality will deliver a copy of Certificate(s) of Insurance maintained by the Municipality or a Service Provider pursuant to this Agreement, upon the effective date of this Agreement, and annually upon renewal of the Municipality or Service Provider's insurance, naming SO as an additional insured with the following language:

“Stewardship Ontario and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insureds for Comprehensive General Liability. Such coverage is primary and non-contributing.”

If the Municipality wholly self-insures, the Municipality will deliver a letter stating such self-insurance to SO upon the effective date of this Agreement, and annually upon each automatic renewal of this Agreement.

8.5. The Certificate(s) of Insurance, referred to in subsection 8.4, must also provide that SO will be provided with thirty (30) days advance written notice of cancellation, termination, non-renewal or material change.

9.0 Assignment

9.1. The Municipality may not subcontract or assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of SO.

9.2. Notwithstanding subsection 9.1, the Municipality may assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of, but with written notice to, SO:

(a) from a Lower-tier Municipality to an Upper-tier Municipality or vice versa;

(b) to a municipal service board pursuant to sections 194 to 202 of the Municipal Act, 2001, as amended; or

(c) to a municipal business corporation pursuant to section 203 of the Municipal Act, 2001, as amended

10.0 Notices

Any notice, request, demand or other instrument or communication herein provide, permitted or required to be given by either SO or the Municipality will be in writing and sufficiently given if delivered personally, by facsimile transmission or other electronic means of written communication tested prior to transmission to the extent such testing is available (unless otherwise expressly provided...
herein) or if sent by registered mail to the following respective address hereinafter set out, namely:

Notices to SO will be delivered to:

Director, Channel Management MHSW
Stewardship Ontario
1 St. Clair Avenue West, Suite 701
Toronto, ON M4V 1K6
Facsimile: (416) 323-3185
Email: serviceprovider@stewardshipontario.ca

Notices to The Municipality will be delivered to:

Brenda Defosse, Waste/Recycling Coordinator
Township of North Frontenac
6648 Road 506
Plevna, ON K0H 2M0
Facsimile: (613) 479-2352
Email: wastemgmt@northfrontenac.ca

Any such notice if delivered personally, by facsimile transmission or by other electronic means will be conclusively deemed to have been given on the day of personal delivery, or facsimile transmission or electronic communication (and if after 5 p.m. E.T. the next following Business Day), or if mailed as aforesaid, will be conclusively deemed to have been received on the fifth (5th) business day following the day on which such notice is mailed as aforesaid (except during a postal strike in which case such notice shall be delivered via courier). Either party may, at any time, give written notice to the other of any change of address (postal and/or email) of the party giving such notice and from and after the giving of such notice the address therein specified shall (in the absence of knowledge to the contrary) be deemed to be the address of such party for the giving of notices thereafter.

11.0 No Partnership or Joint Venture

11.1. This Agreement does not create and will not in any circumstances create or be deemed to create a partnership or joint venture between the parties. For all purposes Municipality will be an independent contractor.

12.0 Severability

12.1. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct. To the extent that any such provision is found to be invalid, illegal or unenforceable, the parties hereto will act in good faith to substitute for such provision, to the extent possible, a new provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.
13.0 Amendment and Waivers

13.1. No amendment or waiver of any provision of this Agreement will be binding on any party unless consented to in writing by such party other than as provided for in section 3.6 of this Agreement. No waiver of any provision of this Agreement will constitute a waiver of any other provision, and no waiver will constitute a continuing waiver unless otherwise provided.

14.0 Further Acts

14.1. Each party will execute all such documents and do all such other acts and things as may be necessary or desirable from time to time in order effectively to carry out the provisions of this Agreement and will not to take any action, or omit to take any action, that would constitute a breach of this Agreement.

15.0 No Third Party Beneficiaries

15.1. No person or entity which is not a party hereto will have any rights or obligations pursuant to this Agreement or be permitted to place any reliance on anything in this Agreement or on the continuation of this Agreement.

16.0 Counterparts and Facsimile

16.1. This Agreement may be executed in counterparts, and may be transmitted by facsimile or secure electronic document (PDF) each of which will constitute an original and all of which taken together will constitute one and the same instrument.

17.0 Force Majeure

17.1. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of Acts of God, riots, insurrection, war or other reasons of a like nature not the fault of such party (an "Event of Force Majeure"), then the performance of such act will be excused for the period of the delay and the period for performance of any such act will be extended for a period equivalent to the period of such delay. The party whose performance of this Agreement is or may reasonably be expected to be affected by an Event of Force Majeure will promptly notify the other party of the existence of such circumstances and will use its best efforts to resume and complete performance. Whenever a party is reasonably certain that such an Event of Force Majeure is likely to occur, it will notify and consult with the other party as soon as practicable. All time periods for the performance of obligations hereunder will be extended by a period corresponding to the time period of any delay caused by the occurrence of an Event of Force Majeure.

18.0 Dispute Resolution

18.1. All disputes arising out of in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, that cannot be resolved within thirty (30) days by a senior representative of each party, will upon written notice by any party to the others be arbitrated and finally resolved by one (1) arbitrator qualified by education, experience or training to render a decision upon the issues in dispute and who has not previously been employed by any party or any of their affiliates, and does
not have a direct or indirect interest in any party or the subject matter of the arbitration. Such arbitrator will either be mutually agreed upon by the parties within thirty (30) days after written notice from any party requesting arbitration or, failing agreement, Waste Diversion Ontario may appoint the arbitrator on behalf of the Parties after receiving written submission from both.

19.0 Termination

19.1. If, in the reasonable opinion of either party, there has been a breach of this Agreement by the other party (the “defaulting party”), the Municipality or SO (the “party giving notice”) may give the defaulting party written notice to remedy the breach or default within sixty (60) days, failing which the Agreement may be terminated. In the event that the remedy of such breach reasonably requires more than sixty (60) days, the defaulting party will so advise the party giving notice forthwith and provide a revised timetable for remedying the breach. The party giving notice will notify the defaulting party in writing as to whether the revised time line is acceptable and, if it is, the revised time line to remedy such breach will apply.

19.2. On the date of termination neither party shall have any obligations, financial or otherwise, hereunder save and except for matters arising prior to termination.

19.3. SO may terminate this Agreement for any reason whatsoever without cause, cost or penalty, save and except for matters arising prior to termination, upon providing Municipality with ninety (90) days written notice.

19.4. SO may terminate this agreement immediately upon written notice to the Municipality if:

   (a) the Municipality assigns or subcontracts any of its rights or obligations under this Agreement or any part thereof except as expressly provided for herein; or

   (b) the Municipality provides written notice that it will not comply with any new or amended policies, standards and guidelines developed by SO as per section 6.1; or

   (c) the Municipality fails to keep the terms of this Agreement confidential as per section 26.1; or

   (d) a receiver or trustee is appointed for any part of the assets of SO.

20.0 Survival

20.1. Articles 8 and 26 of this Agreement will survive termination or expiry and continue in full force and effect:

21.0 Additional Conditions

21.1. The parties shall execute such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.
22.0 **Entire Agreement**

22.1. This Agreement constitutes the entire agreement between the parties with respect to all of the matters herein and supersedes and replaces all previous agreements, whether oral or written, concerning the same or similar subject matter.

23.0 **Headings for Convenience Only**

23.1. The division of this Agreement into articles and sections is for convenience of reference only and will not affect the interpretation or construction of this Agreement.

24.0 **Governing Law**

24.1. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

25.0 **Legislation References**

25.1. Any reference in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

26.0 **Confidentiality**

26.1. Municipality will at all times treat Schedule "C" and the financial terms contained therein as private and confidential information.

27.0 **Rights and Remedies**

27.1. The rights, remedies and privileges in this Agreement given to the Parties:

(a) are cumulative and any one or more may be exercised;

(b) are without prejudice to and are in addition to and apply notwithstanding any other provisions in this Agreement; and

(c) are not dependent or conditional upon, or in any way lessened, restricted or affected by any other provisions of this Agreement.

28.0 **Schedules**

28.1. Schedules "A" through "E" are attached hereto and incorporated in and form part of this Agreement.
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first set out above.

STEWARDSHIP ONTARIO

by: Gemma Zecchini
Name: Gemma Zecchini
Title: Chief Executive Officer

MUNICIPALITY--THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC

by: Clinton (bud) Clayton
Name: Clinton (bud) Clayton
Title: Mayor

by: Jenny Duhamel
Name: Jenny Duhamel
Title: Clerk
The Municipality or the Municipality's Service Provider provides Depot Collection Services for Obligated MHSW. SO pays the Municipality an hourly rate for the Collection Services.

Commingled MHSW may be commingled with other non-Phase 1 MHSW materials at municipal Depots as per Packing Standards. For Commingled MHSW, the Municipality is to contract for transportation and processing of such Commingled MHSW and SO will pay its proportionate share of the transportation (by weight as determined by Lab Pack Audit) and processing (by actual weight) costs for the Commingled MHSW.

Non-Commingled MHSW are to be separately sorted by material as per Packing Standards by the Municipality at its Depots and made ready for pick-up at the designated, scheduled time by:

a) a municipal contracted transporter for delivery to a municipal contracted End Processor, each of whom must agree to adhere to SO's Transportation and Processor Standards, as the case may be until such time as SO provides the Municipality with thirty (30) days notice that SO has its own contracted Service Providers to manage Post-Collection Services, or

b) an SO contracted transporter, if thirty (30) days have passed since SO provided notice to the Municipality that SO has its own contracted Service Providers to manage Post-Collection Services.
The Municipality or the Municipality's Service Provider provides Event Collection Services for Obligated MHSW. The Municipality may combine Events with other activities, including collection of non-Phase 1 MHSW. SO pays the Municipality a cost per tonne of Obligated MHSW as per Schedule "C" for the Collection and Post-Collection Services.
SCHEDULE “B” – COLLECTION ACCESSIBILITY SCHEDULES

Municipality will collect Obligated MHSW Materials from its residents according to the following Collection Accessibility Schedules.

Depots

<table>
<thead>
<tr>
<th>MHSW Depot Name</th>
<th>Address</th>
<th>Days &amp; Hours of Operation</th>
<th>Operating Season</th>
<th>Total Hours</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Road 506 Depot</td>
<td>3444 Road 506</td>
<td>Wed 1:30 pm to 5:30 pm</td>
<td>May 15 to Sept 30</td>
<td>80</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cloyne, ON KOH 1K0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>North Frontenac</td>
<td>6476 Buckshot Lake Road</td>
<td>Wed 8:30 am to 12:30 pm</td>
<td>May 15 to Sept 30</td>
<td>80</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Plevna, ON KOH 2M0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mississippi Depot</td>
<td>1177 Shiner Road</td>
<td>Tues 10:00 am to 2:00 pm</td>
<td>May 15 to Sept 30</td>
<td>80</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mississippi, ON KOH 1C0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Reimbursable Hours of Operation: 240

Events

<table>
<thead>
<tr>
<th>Date</th>
<th>Location</th>
<th>Address</th>
<th>Collection Hours</th>
<th>Service Provider</th>
</tr>
</thead>
</table>

Total Events per Quarter

<table>
<thead>
<tr>
<th>Q1</th>
<th>Q2</th>
<th>Q3</th>
<th>Q4</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Municipality will use commercially reasonable efforts to submit Event Collection Accessibility Schedules to SO for approval by March 31st of the calendar year in which the Events will be held, and in all cases will submit Event Collection Accessibility Schedules not less than sixty (60) days prior to the next planned Event. Once approved by SO, the updated information on Event Schedules will be deemed to be incorporated into this Agreement.

INITIALLED BY MUNICIPALITY: [Signature]
SCHEDULE “C” – PAYMENT FOR COLLECTION SERVICES

SO will pay the Municipality for MHSW Collection Services as follows:

For MHSW Services – Depot, SO will pay the Municipality a rate of $51.36 per hour plus applicable taxes for the Total Reimbursable Hours set out in Schedule “B”, to be paid in five (5) equal monthly instalments. For greater clarity, the monthly instalment will be calculated as Total Reimbursable Hours divided by five (5) and multiplied by the hourly rate.

For MHSW Services – Event, SO will pay the Municipality a rate of $0.00 per tonne of Obligated MHSW plus applicable taxes.

INITIALLED BY MUNICIPALITY: 

New Municipal Hazardous or Special Waste Services Agreement: June 16, 2011
SCHEDULE “D” – PROMOTION & EDUCATION

The Municipality will actively promote the collection of Obligated MHSW and the Orange Drop brand through municipal publications, events and activities that support the Municipality’s waste management strategy. The Municipality will not charge SO for any promotion or education activities unless SO has agreed to such charges in advance in writing. SO’s decision not to pay for specific promotion and education activities does not discharge the Municipality from its obligation to inform the Municipality’s residents of its Collection Accessibility Schedules (see Schedule “B”).

If the Municipality has a waste management webpage then the Municipality will post the Collection Accessibility Schedules, the Orange Drop logo and a link to www.makethedrop.ca on the aforementioned webpage at no cost to SO.

The Municipality must submit to SO draft copies of all publications using SO trademarks and logos for approval, which SO may withhold for any reason.

The Municipality, its employees and Service Providers will not engage in any activity that may cause or perceive to cause harm to the Stewardship Ontario name or any brand owned by SO, such as Orange Drop.

The Municipality will periodically educate its residents about the BUDS message:
- Buy only what you need
- Use it all up
- Divert
- Safely dispose of the rest
SCHEDULE “E” – SO STANDARDS

Commingled Materials

- Fertilizers, and the containers in which they are contained,
- Pesticides, and the containers in which they are contained, and
- Solvents, and the containers in which they are contained,

that are Obligated MHSW;

Non-Commingled Materials

- Antifreeze, and the containers in which it is contained,
- Containers that have a capacity of 30 litres or less and that were manufactured and used for the purpose of containing lubricating oil,
- Oil filters – after they have been used for their intended purpose,
- Paints and Coatings, and containers in which they are contained,
- Pressurized containers, and
- Single-use dry cell batteries,

that are Obligated MHSW;

The following are SO’s standards applicable to this Agreement as of the date of this Agreement. Revisions to these standards will be posted on
www.stewardshipontario.ca/service_providers/vendor_standards
Municipal Hazardous or Special Waste Program
Standards for Collection Site Operators

To the extent that there is any conflict between the SO standards and the requirements of applicable laws and regulations, the requirements of applicable laws and regulations apply and the collection site operator is required to comply with the requirements of the applicable laws and regulations. For greater certainty, in the event that the SO standards impose requirements that are more stringent or additional to the requirements of applicable laws and regulations but do not conflict with such laws and regulations, the collection site operator is required to comply with the SO standards as well as with applicable laws and regulations.

Background:

The Municipal Hazardous or Special Waste (MHSW) Program is a waste collection and diversion plan designed to ensure that certain hazardous and special wastes are managed in an environmentally appropriate way.

The plan is being implemented in phases. Phase one began on July 1, 2008 and included nine material categories. The consolidated program, which begins on July 1, 2010, adds another 13 materials for a total of 22 materials.

Stewardship Ontario was directed by the Ontario Minister of the Environment to plan, implement and operate the consolidated MHSW Program. The minister approved the consolidated program in September 2009 under the authority of the Waste Diversion Act, 2002.

More information, including the consolidated MHSW Program Plan (volumes 1 & 2), can be found on the Stewardship Ontario website:

http://www.stewardshipontario.ca/service_providers/what-we-do/mhsw/program-plan

Purpose:

The Standards for Collection Site Operators define the minimum operating requirements to qualify as a Stewardship Ontario collection site for municipal hazardous or special waste. Collection sites must also agree to and comply with Stewardship Ontario's Terms and Conditions.

The Standards for Collection Site Operators do not absolve collection sites from any federal, provincial and/or municipal legislation and regulations applicable to their operation. It is the collection sites' responsibility to be aware of, and abide by, all such legislation and regulations.

Stewardship Ontario reserves the right to review and revise these standards on an ongoing basis.

1 The terms and conditions for collection site operators for phase 1 of the MHSW Program can be found at http://www.stewardshipontario.ca/sites/default/files/SO_CSO-TermsandConditions.pdf. Revisions to reflect changes under the consolidated program will be published as soon as they become available.
Who this applies to:

For the purposes of these standards, a Collection Site Operator means the operator of a location at which MHSW is received from the public or via the site's internal operations from which a transporter will pick up MHSW and transport it to either i) an approved consolidation site operator, or ii) an approved MHSW processor. These Standards apply to the following two types of collection sites:

1. **Type A sites**: Sites that receive a wide range of MHSW, and
2. **Type B sites**: Sites that collect one or more of the following wastes:
   - Batteries;
   - Paints and coatings;
   - Mercury-containing materials (including switches and fluorescent lamps);
   - Pharmaceuticals;
   - Sharps;
   - Antifreeze and oil filters defined as selected waste as per R.R.O. 1990, O. Reg. 347 clause 44(1).

**Enforcement of these Vendor Standards:**

Collection site operators shall:

- Provide Stewardship Ontario with all reasonable information relating to these standards or any matter that relates to the consolidated MHSW Program or procedures of Stewardship Ontario;
- Acknowledge that Stewardship Ontario has a right of access to any and all such information during normal business hours and on 24 hours notice.

Moreover, Stewardship Ontario may verify compliance information provided by collection site operators, either directly or through a third party acting on its behalf. Please note that all parties acting on behalf of Stewardship Ontario are bound by strict confidentiality agreements.

<table>
<thead>
<tr>
<th>1. General Requirements</th>
</tr>
</thead>
</table>

All MHSW collection site operators shall:

1.1 Possess a valid business licence if they are a commercial operation.

1.2 Either self-insure, or possess comprehensive or commercial general liability insurance, including coverage for bodily injury, property damage, complete operations and contractual liability. Except in the case of self-insurance, MHSW collection site operators must have Stewardship Ontario listed on the policy as an additional insured party.

1.3 Identify and comply with all applicable legislation and approvals, including but not limited to:

   **Type A collection sites shall be:**
   - In compliance with all terms in their MOE Certificates of Approval;
   - Registered with the MOE’s Hazardous Waste Information Network (HWIN);
In compliance with the Ontario Environmental Protection Act, 1990 (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
In compliance with the federal Transportation of Dangerous Goods Act (TDGA);
In compliance with applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.

Type B collection sites shall be:
- In compliance with the Ontario Environmental Protection Act, 1990 (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
- In compliance with the federal Transportation of Dangerous Goods Act ;
- In compliance with applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.

1.4 Maintain a documented process to identify, assess and ensure compliance with this standard and all applicable legislative and regulatory requirements, including but not limited to:
- Environmental regulations, including permits or certifications for operating, air emissions, or other discharges;
- Occupational health and safety regulations;
- Hazardous waste management regulations (storage, handling).

1.5 Implement and maintain an emergency response plan to prepare for and respond to emergency situations including fires, spills and medical events.

1.6 Maintain all records for a minimum of two years or longer as required by law, including manifests, bills of lading and waste records.

1.7 Provide notice to Stewardship Ontario of any fines or regulatory orders in the previous five years and, going forward, within 60 days of any new fine or regulatory order as it relates to the MHSW Program.

2. Occupational Health and Safety

All MHSW collection site operators shall:

2.1 Identify and comply with all applicable health and safety legislation, including but not limited to:
- Employment Standards Act, 2000;
- Occupational Health and Safety Act, 1990;
- Workplace Safety and Insurance Act, 1997;
- Canada Labour Code.

2.2 Possess workers’ compensation coverage through either a provincial/state program or a private insurance policy.

2.3 Be compliant with the Workplace Hazardous Materials Information System (WHMIS), including training requirements.
2.4 Maintain an occupational health program that includes processes to safeguard the health and safety of employees by:
- Providing regular documented health and safety training;
- Providing and enforcing the correct use of personal protection equipment; and
- Safeguarding hazardous mechanical processes.

3. Staff Training

All MHSW collection site operators shall:

3.1 Train staff on their emergency response plan.

3.2 Train staff to identify and pack MHSW in its appropriate waste class according to Waste Packing Protocols (refer to Appendix A).

3.3 Train staff to differentiate between waste products that are eligible for collection services under the consolidated MHSW Program and those that are not (refer to Appendix B).

3.4 Update staff training based on any changes made to MHSW Collection Site Vendor Standards.

3.5 Document and maintain records of staff training.

4. Waste Packing Protocols

All MHSW collection site operators shall:

4.1 Pack waste according to the Ministry of the Environment waste classes outlined in Appendix A.

4.2 Ensure that MHSW is handled and stored as follows:

**For Type A collection sites:**
In accordance with the conditions laid out in their respective Certificates of Approval and all applicable laws and regulations.

**For Type B collection sites:**
- Have the ability to receive wastes from the public in a controlled manner (direct supervision or monitored) in a customer drop-off area;
- Have adequate infrastructure to shelter material from inclement weather in a consolidation storage area;
- Have sufficient space to receive, sort, store and prepare transportation containers for shipment:
  - Paints and coatings: minimum of eight (8) 205 L drums/two standard gaylord boxes or one week of paints and coatings received at each collection site;
- As applicable, have material-handling equipment with the ability to move containers onto transport vehicles;
- Be accessible to transport vehicles for pick up of MHSW; and
• Have adequate security measures in place to prevent MHSW from being tampered with by anyone at the site or using the collection facility at unauthorized times.

4.3 All waste must be packed in an approved UN container\(^2\) or equivalent, as supplied by Stewardship Ontario or a Stewardship Ontario-approved service provider\(^3\). If using a non-UN approved container, the permit for equivalent level of safety must be presented to Stewardship Ontario.

4.4 Pack sharps in a puncture-resistant leak-proof container dedicated specifically for that purpose:\(^4\):
• The sharps container shall have a lid which can't be removed once it has been permanently closed.
• The container shall have a prominently displayed universal biohazard symbol, as shown below, permanently affixed to an outer surface of the container.
• The label shall contain the words "BIOHAZARD/DÉCHETS BIOMÉDICAUX" (or equivalent) as its legend. The symbol and legend shall clearly contrast with the background.
• The colour of the container must be yellow, indicating that the biomedical waste does not require incineration.

4.5 Pack fluorescent tubes in either fibre drums or storage boxes or other appropriate containers that are suitable in size (i.e., that correspond to the different tube lengths collected) or in containers supplied by Stewardship Ontario.

---

\(^2\) Refers to containers that meet the requirements established by the United Nations Committee of Experts on the Transportation of Dangerous Goods; these requirements provide a uniform international system for identifying and packaging Class 3, 4, 5, 6.1, 8 and 9 dangerous goods for transport.

\(^3\) All containers are either supplied by Stewardship Ontario or by a Stewardship Ontario service provider. Alternatively, if a collection site operator incurs costs related to containers, they will be reimbursed by Stewardship Ontario subject to having a negotiated agreement in place.

\(^4\) On average, at least half of the users returning sharps for proper disposal do so in containers that do not meet this standard (e.g., hard-shell containers, such as water bottles and bleach containers are used instead). In those instances, collection sites should not refuse or attempt to re-pack those sharps. Instead, non-conforming containers should be placed in an appropriate transport container (preferably a cart) with the conforming containers.

---

New Municipal Hazardous or Special Waste Services Agreement: June 15, 2011
4.6 Pack batteries in either one of the following container types:
- Battery box that measures 12"h x 8"d x 6"w;
- 2 - or 5-gallon pail;
- 205 litre drum.

4.7 Bulky items, such as 20-lb. propane tanks, must be stored in an upright position in a secure area, and in accordance with Technical Standards & Safety Authority (TSSA) requirements.

4.8 Transportation containers must be filled to capacity, except if this practice contravenes either a ministry order or the Collection Site Operator's Certificate of Approval Storage Requirements. Waste material collected at event days is a special case, since it may not always be possible to fill a transport container of a given waste class to capacity.

4.9 Make use of vermiculite in sufficient quantity to cover and protect the waste material from breakage for the following waste classes when there is a potential for spillage or breakage of containers in a lab pack during transport:
- 112C inorganic acids;
- 121C inorganic alkalines;
- 1481 inorganic oxidizers;
- Any other transport container that holds glass containers.

4.10 Place large pails (20 litres or more) on skids and shrink wrap to prevent shifting of waste during transport. Alternatively, gaylord boxes may be used.

4.11 Contamination allowances
- The maximum contamination allowance is 5%. This is a volume-based allowance assessed on individual drums for a given waste class.
- Contamination levels in transport containers (mis-packed MHSW, non-program wastes as identified in Appendix B) will be monitored by Stewardship Ontario through random sampling. MHSW collection site operators will be required to take corrective action if contamination allowances are exceeded. Stewardship Ontario reserves the right to apply a financial penalty to collection site operators who exceed the contamination allowance.
Appendix A – Waste Packing Protocols

Please note: Waste materials in each individual row (as numbered in the first column on the left) are required to be packed separately (even though they may be packed under the same waste class)

<table>
<thead>
<tr>
<th>#</th>
<th>Waste Class</th>
<th>Instructions</th>
<th>Product Examples</th>
</tr>
</thead>
</table>
| 1  | 112 – Inorganic Acids pH ≤2.5 | Vermiculite must be used in sufficient quantity to cover and protect the waste when there is a potential for breakage or spillage during transport. | Products bearing the bony hand symbol  
- Cleaners, acidic  
- Rust stain remover  
- pH reducer  
- Bluestone crystals  
- Soldering flux  
- Copper patina for solder  
- Drain opener, acidic  
- Concrete etch  
- Descaler  
- Wood cleaner and brightener |
| 2  | 112 – Small Sealed Lead Acid Batteries | • Metal containers must be lined with plastic  
• Leaking and/or corroding batteries must be bagged | Typically used to power personal uninterruptible power supply (UPS) units, local emergency lighting and wheelchairs |
| 3  | 121 – Inorganic Alkaline Materials pH ≥12.5 | Vermiculite must be used in sufficient quantity to cover and protect the waste when there is a potential for breakage or spillage during transport. | Products bearing the bony hand symbol  
- Cleaners and degreasers, alkaline  
- Concrete, cement and mortar mixes  
- Stain and scale controllers  
- Drain openers, alkaline  
- Grout  
- Disinfectant  
- pH Up  
- Deck washes  
- Ammonia  
- Mildew tile cleaner  
- Bleach cleaner  
- Lime sulphur  
- Garden sulphur |
<p>| 4  | 121 – Mixed Batteries (Alkaline, NiCd, | • Metal containers must be lined with plastic | Single-use and rechargeable batteries of all sizes (e.g., button cell, AA, AAA, DD) |</p>
<table>
<thead>
<tr>
<th>#</th>
<th>Waste Class</th>
<th>Instructions</th>
<th>Product Examples</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NiHM, Lithium)</td>
<td>• Leaking and/or corroding batteries must be bagged</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Lithium batteries must be either taped or put into individual bags and packed with vermiculite</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>145* – Paints, Stains and Coatings</td>
<td>All paint collection/transport containers must be packed with larger paint containers at the bottom, smaller paint containers on top, and all paint containers must be stacked upright</td>
<td>Latex paint, Alkyd (oil) paint, Water-based stains and coatings, Alkyd (oil)-based stains and coatings</td>
</tr>
<tr>
<td></td>
<td>5 If transporting under manifest, must be shipped as 145-B, if not transporting under manifest, follow TDG requirements</td>
<td>• Fluorescent tubes must be placed in boxes long enough to accommodate the longest tubes collected</td>
<td>Fluorescent tubes, compact fluorescent bulbs</td>
</tr>
<tr>
<td></td>
<td>6 If transporting under manifest, must be shipped as 146; if not transporting under manifest, follow TDG requirements</td>
<td>• Bulbs must be placed in any of the other eligible containers</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6 Fluorescent Lamps</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>147 – Fertilizers</td>
<td>Indoor plant food, Transplant fertilizer, Iron chelate, Plant starter, Liquid plant food, Aluminum sulphate, Super phosphate, Bone meal, Weed &amp; feed, Food spikes, Garden mix soil, Dolomitic lime, Fish-based plant food, Ammonium nitrate fertilizer</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>Waste Class</td>
<td>Instructions</td>
<td>Product Examples</td>
</tr>
<tr>
<td>----</td>
<td>-------------------------------------</td>
<td>------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>9</td>
<td>148 – Mercury-containing Measuring Devices</td>
<td>Brand and manufacturer information must be recorded on the log sheet presented in Appendix C</td>
<td>Thermometers and barometers that contain mercury</td>
</tr>
<tr>
<td>10</td>
<td>148 – Inorganic Oxidizers</td>
<td></td>
<td>Some products may bear the bony hand symbol</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Chlorinating liquid</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Timber care wood colour brightener</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Bromine tablets, powders, pucks</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Chlorinating tablets, powders, pucks</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Chlorine-free oxidizer</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cleaners, oxidizing</td>
</tr>
<tr>
<td>11</td>
<td>212 – Antifreeze</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>242 – Pesticides</td>
<td>Vermiculite must be used in sufficient quantity to cover and protect the waste when there is a potential for breakage or spillage during transport</td>
<td>Insecticides</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Pesticides</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Garden sprays</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Algaecides</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Fungicides</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Larvacides</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>End cut preservative</td>
</tr>
<tr>
<td>13</td>
<td>243 – PCB Ballasts</td>
<td>Ballasts must be examined to determine if they contain PCBs. Collection site operators must be trained in the recognition of PCB ballasts, as outlined in the documentation published by Environment Canada. Generally speaking, ballasts made before 1980 are likely to contain PCBs.</td>
<td>Askarel liquids, such as Aroclor, Pydraul, Pyranol, Therminolds, Inerteen and other PCB-contaminated materials</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>#</th>
<th>Waste Class</th>
<th>Instructions</th>
<th>Product Examples</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PCB-containing-ballasts must be</td>
<td></td>
<td>Prescription drugs</td>
</tr>
<tr>
<td></td>
<td>segregated from non-PCB units</td>
<td></td>
<td>Non-prescription drugs</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Natural health products (e.g., vitamins, echinacea)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Medical inhalers</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Plant start (hormone-containing)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Stim-Root</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Flea powder</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>insect repellant</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Pet shampoos</td>
</tr>
<tr>
<td>14</td>
<td>252— Oil Filters</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>261— Pharmaceuticals</td>
<td>263— Miscellaneous Organics, including Liquid Fuels and Liquid Flammables</td>
<td>Products may bear the flammable symbol</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Note: Collection site operators bulking either or both flammables and fuels</td>
<td>or the words “keep away from flames or sparks”</td>
</tr>
<tr>
<td></td>
<td></td>
<td>are to do so under the following waste classes:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>212: Liquid Flammables</td>
<td>Fuel (e.g., fondue, camping, lighter, cooking, home heating)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>213: Petroleum Distillates</td>
<td>Fuel conditioner, fuel stabilizer, fuel injector</td>
</tr>
<tr>
<td></td>
<td></td>
<td>221: Liquid Fuels</td>
<td>BBQ starter fluid &amp; charcoal starter</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vermiculite must be used in sufficient quantity to cover and protect the</td>
<td>Gasoline</td>
</tr>
<tr>
<td></td>
<td></td>
<td>waste when there is a potential for breakage or spillage during transport</td>
<td>Diesel</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Diesel</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Gas/oil mixes</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Aftershaves and perfumes</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Nail polish remover</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Isopropanol</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Wood preservative</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Citronella</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Enamel reducer and enamel solvent</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Acetone</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Linseed oil</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Lacquer thinner</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Gasoline antifreeze</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Methyl alcohol</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Paint thinner</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Degreaser</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Paint brush cleaner</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Liquid sandpaper</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Methyl hydrate</td>
</tr>
<tr>
<td>16</td>
<td>Miscellaneous Organics, including Liquid Fuels and Liquid Flammables</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>Waste Class</td>
<td>Instructions</td>
<td>Product Examples</td>
</tr>
<tr>
<td>----</td>
<td>----------------------</td>
<td>------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Auto body filler</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Rubber cement</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Solvent cement</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Adhesive</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Power steering fluid</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Transmission stop leak</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Silicone emulsion</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Mastic</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Anti-seize compound</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Waxes and polishes</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Silicones</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Drywall compound</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Wallpaper stripper</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Foundation coating</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Sealant and asphalt undercoating</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Roof repair cement</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Pothole patch</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Plastic cement</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Products bearing the words “CAUTION IRRITANT”</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cleaners (fabric, multipurpose, bathroom, wood, floor, metal)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Detergents</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Dishwashing liquid</td>
</tr>
<tr>
<td>17</td>
<td>263 – Organic Oxidizers</td>
<td>Vermiculite must be used in sufficient quantity to cover and protect the waste when there is a potential for breakage or spillage during transport. An appropriate-sized container (e.g., 5L-UN compliant box) should be used.</td>
<td>Hardeners containing organic peroxides</td>
</tr>
<tr>
<td>18</td>
<td>312 – Pathological (Sharps)</td>
<td>Dispos...</td>
<td>Disposable injection needles</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Acupuncture needles</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Syringe cylinders</td>
</tr>
<tr>
<td>19</td>
<td>331 – Aerosols</td>
<td>If an Equivalent of Safety Permit has been granted to use gaylord boxes for the transport of aerosol cans, a 10-ml plastic liner must be used to prevent leakage of residual liquids.</td>
<td>Spray paints</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Spray lubricants</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Penetrants</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Spray adhesive</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Spray cleaner</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Spray air fresheners</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Airwick air freshener</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Spray beauty products</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Spray insecticides</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Pruning spray</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Flea spray</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Insulating foam</td>
</tr>
<tr>
<td>#</td>
<td>Waste Class</td>
<td>Instructions</td>
<td>Product Examples</td>
</tr>
<tr>
<td>----</td>
<td>-------------------------------------------------</td>
<td>--------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>20</td>
<td>331 - Propane Cylinders</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>331 - Oxygen, Nitrogen, All Other Compressed Gases</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>331 - Fire Extinguishers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Empty Containers</td>
<td></td>
<td>Oil containers</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Antifreeze containers</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Windshield washer containers</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Automotive additive containers</td>
</tr>
</tbody>
</table>
Appendix B – Waste Types Not Designated Under the MHSW Program

The following waste types are not designated under the MHSW Program:

- Ammunition, flares, fireworks
- Carbon monoxide detectors
- Lead acid batteries from vehicles
- Lubricating oil
- Natural health products (NHPs) in food format (e.g., yogurt, orange juice)
- NHPs that do not have a Natural Product Number (NPN), i.e., unlicensed NHPs
- Non-fluorescent light bulbs (LED, incandescent)
- Non-mercury containing measuring devices
- Thermostats (both mercury and non-mercury)
  Note: Thermostats are managed through the Switch the 'Stat Industry Stewardship Plan
- Personal care products not packaged in aerosol containers (e.g., sunblock lotions, creams, shampoo, deodorant). To clarify, only those creams and lotions that are either antifungal or antibiotic are designated under the program. All other creams and lotions are excluded.
- Smoke detectors

Please note: This list will be updated as further sampling work is carried out by Stewardship Ontario. Collection site service providers will be informed accordingly.
Appendix C – Information to be Recorded for Mercury-Containing Measuring Devices

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Instrument Type (e.g., Thermometer, Barometer)</th>
<th>Make (Manufacturer or Brand Name)</th>
<th>Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Municipal Hazardous or Special Waste Program

Transportation Standards

To the extent that there is any conflict between the SO standards and the requirements of applicable laws and regulations, the requirements of applicable laws and regulations apply and the transporter is required to comply with the requirements of the applicable laws and regulations. For greater certainty, in the event that the SO standards impose requirements that are more stringent or additional to the requirements of applicable laws and regulations but do not conflict with such laws and regulations, the transporter is required to comply with the SO standards as well as with applicable laws and regulations.

Background:

The Municipal Hazardous or Special Waste (MHSW) Program is a waste collection and diversion plan designed to ensure that certain hazardous and special wastes are managed in an environmentally appropriate way.

The plan is being implemented in phases. Phase one began on July 1, 2008 and included nine material categories. The consolidated program, which begins on July 1, 2010, adds another 13 materials for a total of 22 materials.

Stewardship Ontario was directed by the Ontario Minister of the Environment to plan, implement and operate the consolidated MHSW Program. The minister approved the consolidated program in September 2009 under the authority of the Waste Diversion Act, 2002.

More information, including the consolidated MHSW Program Plan (volumes 1 & 2) can be found on the Stewardship Ontario website:

http://www.stewardshipontario.ca/service_providers/what-we-do/mhsw/program-plan

Purpose:

The Transportation Standards define the minimum operating requirements to qualify as a Stewardship Ontario Transporter of municipal hazardous or special waste. Transportation service providers also agree to and comply with Stewardship Ontario’s Terms and Conditions.

The Transportation Standards do not absolve transporters from any federal, provincial and/or municipal legislation and regulations applicable to their operation. It is the transporters’ responsibility to be aware of and abide by all such legislation and regulations.

Stewardship Ontario reserves the right to review and revise these standards on an ongoing basis.
Who this applies to:

For the purposes of these standards, a *Transporter* means any person or firm duly registered with Stewardship Ontario as authorized to transport MHSW.

**Enforcement of these Vendor Standards:**

Transportation service providers shall:

- Provide Stewardship Ontario with all reasonable information relating to these standards or any matter that relates to the consolidated MHSW Program or procedures of Stewardship Ontario
- Acknowledge that Stewardship Ontario has a right of access to any and all such information during normal business hours and on 24 hours notice.

Moreover, Stewardship Ontario may verify compliance information provided by transportation service providers, either directly or through a third party acting on its behalf. Please note that all parties acting on behalf of Stewardship Ontario are bound by strict confidentiality agreements.

1. **General Requirements**

All transportation service providers shall:

1.1 Possess a valid business licence if they are a commercial operation.

1.2 Possess comprehensive or commercial general liability insurance, including coverage for bodily injury, property damage, complete operations and contractual liability with combined single limits of not less than $5,000,000 per occurrence, $5,000,000 general aggregate. Transportation service providers must have Stewardship Ontario listed on the policy as an additional insured party.

1.3 Possess environmental liability insurance of not less than $2,000,000.

1.4 Identify and comply with all applicable legislation and approvals, including but not limited to:

- Ministry of the Environment Certificates of Approval;
- Ontario *Environmental Protection Act*, 1990 (including R.R.O. 1990, O. Reg. 347, General — Waste Management);
- Federal *Transportation of Dangerous Goods Act* (TDGA);
- *Canadian Environmental Protection Act*, 1999 - Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulations (EIHWHRMR);
- *Public Vehicles Act*;
- *Motor Vehicle Transport Act*;
- *Compulsory Automobile Insurance Act*;
- *Fuel Tax Act*. 
1.5 Be in compliance with Ontario's Commercial Vehicle Operator's Registration (CVOR) system and the Carrier Safety Rating (CSR) program and provide proof of such compliance to Stewardship Ontario within five business days upon request.

1.6 Have a written policy approved by senior management outlining corporate commitment to environmental management and continuous improvement.

1.7 Maintain a documented process to identify, assess and ensure compliance with this standard and all applicable regulatory requirements, including but not limited to:
- Occupational health and safety regulations;
- Transportation regulations;
- Hazardous waste management regulations (shipping).

1.8 Implement and maintain an emergency response plan to prepare for and respond to emergency situations, including fires, spills and medical events.

1.9 Maintain all records for a minimum of two years or longer as required by law, including waste manifests and bills of lading.

1.10 Provide notice to Stewardship Ontario of any relevant fines or regulatory orders in the previous five years and within 60 days of any subsequent fine or regulatory order.

2. Occupational Health and Safety

All transportation service providers shall:

2.1 Identify and comply with all applicable health and safety legislation, including but not limited to:
- Employment Standards Act, 2000;
- Occupational Health and Safety Act, 1990;
- Workplace Safety and Insurance Act, 1997;
- Canada Labour Code.

2.2 Possess workers' compensation coverage through either a provincial/state program or a private insurance policy.

2.3 Be compliant with the Workplace Hazardous Materials Information System (WHMIS), including training requirements.

2.4 Maintain an occupational health program that includes processes to safeguard the health and safety of employees by:
- Providing regular documented health and safety training;
- Providing and enforcing the use of personal protection equipment;
- Safeguarding hazardous mechanical processes.
3. Staff Training

All MHSW transportation service providers shall:

3.1 Ensure that drivers are trained and certified as per Transportation of Dangerous Goods Act and the requirements of any other applicable legislation.

3.2 Ensure that drivers are trained in the consolidated MHSW Program requirements.

3.3 Train staff on their emergency response plan.

3.4 Document and maintain records of staff training.

4. Transportation-Specific Requirements

4.1 All waste must be transported in an approved UN container or equivalent, as supplied by Stewardship Ontario or a service provider to Stewardship Ontario. If using a non-UN approved container, the permit of equivalent level of safety must be presented to Stewardship Ontario.

4.2 All vehicles used to transport MHSW must have an enclosed cargo area.

4.3 All materials transported must be contained in accordance with TDGA requirements.

5. Material-Specific Transportation Standards

<table>
<thead>
<tr>
<th>Material</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Antifreeze</td>
<td>To be eligible for the transportation incentive, the minimum glycol concentration of the antifreeze that is transported must be 30%. Transporters must make available upon request the test results showing glycol concentrations of bulk and lab-packed truck loads transported to an approved processor. The approved transporter is responsible for the testing.</td>
</tr>
<tr>
<td>Sharps</td>
<td>The waste may only be transported by a waste management company for which a waste management system certificate of approval has been issued under Part V of the EPA. In addition, the vehicle used for the transportation of waste sharps must meet the standards outlined in section 7.2 of Guideline C-4: The Management of Biomedical Waste in Ontario, November 2009.</td>
</tr>
</tbody>
</table>

---

6 Refers to containers that meet the requirements established by the United Nations Committee of Experts on the Transportation of Dangerous Goods; these requirements provide a uniform international system for identifying and packaging Class 3, 4, 5.1, 8 and 9 dangerous goods for transport.

7 Available at www.ene.gov.on.ca/publications/7397e.pdf
Consolidated Municipal Hazardous or Special Waste Program
Processor Standards

To the extent that there is any conflict between the SO standards and the requirements of applicable laws and regulations, the requirements of applicable laws and regulations apply and the processor is required to comply with the requirements of the applicable laws and regulations. For greater certainty, in the event that the SO standards impose requirements that are more stringent or additional to the requirements of applicable laws and regulations but do not conflict with such laws and regulations, the processor is required to comply with the SO standards as well as with applicable laws and regulations.

Background:

The Municipal Hazardous or Special Waste (MHSW) Program is a waste collection and diversion plan designed to ensure that certain hazardous and special wastes are managed in an environmentally appropriate way.

The plan is being implemented in phases. Phase one began on July 1, 2008 and included nine material categories. The consolidated program, which begins on July 1, 2010, adds another 13 materials for a total of 22 materials.

Stewardship Ontario was directed by the Ontario Minister of the Environment to plan, implement and operate the consolidated MHSW Program. The minister approved the consolidated program in September 2009 under the authority of the Waste Diversion Act, 2002.

More information, including the consolidated MHSW Program Plan (volumes 1 & 2) can be found on the Stewardship Ontario website:

http://www.stewardshipontario.ca/service_providers/what-we-do/mhsw/program-plan

Purpose:

The Processor Standards define the minimum operating requirements to qualify as a Stewardship Ontario processor of municipal hazardous or special waste. Processors must also agree to and comply with their respective Terms and Conditions.

The Processing Standards do not absolve processors from any federal, provincial and/or municipal legislation and regulations applicable to their operation. It is the processors' responsibility to be aware of and abide by all such legislation and regulations.

Stewardship Ontario reserves the right to review and revise these standards on an ongoing basis.
Enforcement of these Vendor Standards:

Processors shall:
- Provide Stewardship Ontario with all reasonable information relating to these standards or any matter that relates to the consolidated MHSW Program or procedures of Stewardship Ontario
- Acknowledge that Stewardship Ontario has a right of access to any and all such information during normal business hours and on 24 hours notice.

Moreover, Stewardship Ontario may verify compliance information provided by processors, either directly or through a third party acting on its behalf. Please note that all parties acting on behalf of Stewardship Ontario are bound by strict confidentiality agreements.

1. General Requirements

All MHSW processors shall:

1.1 Possess a valid business licence if they are a commercial operation.

1.2 Possess comprehensive or commercial general liability insurance, including coverage for bodily injury, property damage, complete operations and contractual liability with combined single limits of not less than $5,000,000 per occurrence, $5,000,000 general aggregate. MHSW processors must have Stewardship Ontario listed on the policy as an additional insured party.

1.3 Possess environmental liability insurance with combined single limits of not less than $5,000,000 per occurrence, $5,000,000 general aggregate. MHSW processors must have Stewardship Ontario listed on the policy as an additional insured party.

1.4 Identify and comply with all applicable legislation and approvals, including but not limited to:
- Ministry of the Environment Certificates of Approval;
- Ontario Hazardous Waste Information Network registration requirements;
- Ontario Environmental Protection Act, 1990 (including R.R.O. 1990, O. Reg. 347, General — Waste Management);
- Federal Transportation of Dangerous Goods Act (TDGA);
- Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulations, 2005 (EIHWHRMR) under the Canadian Environmental Protection Act;
- Applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.

1.5 Have a written policy approved by senior management outlining corporate commitment to environmental management and continuous improvement.

1.6 Implement and maintain an emergency response plan to prepare for and respond to emergency situations, including fires, spills and medical events.

1.7 Maintain a documented process to identify, assess and ensure compliance with this standard and all applicable regulatory requirements, including but not limited to:
- Environmental regulations, including permits or certifications for operating, air emissions, or other discharges;
- Occupational health and safety regulations.

1.8 Document the downstream flow and handling of MHSW from receipt at their facility to each point of final disposition, including details on how the waste materials are processed at each point and the percentage of processed materials sent to each downstream processor. Stewardship Ontario will treat this information as confidential.

1.9 For out-of-province processors, demonstrate that they meet or exceed environmental health and safety standards equal to Ontario requirements.

1.10 Maintain all records for a minimum of two years, or as required by regulation, including manifests, bills of lading and waste records.

1.11 Provide notice to Stewardship Ontario of any fines or regulatory orders in the previous five years and within 60 days of any subsequent fine or regulatory order.

1.12 Assume title to the recovered material once it has been made ready for market use, purchase or final safe disposal, at which point title will transfer to the processor and the monies obtained will help offset the costs of processing.

### 2. Occupational Health and Safety

All MHSW processors shall:

2.1 Identify and demonstrate compliance with all applicable health and safety legislation, including but not limited to:
- Employment Standards Act, 2000;
- Occupational Health and Safety Act, 1990;
- Workplace Safety and Insurance Act, 1997;
- Canada Labour Code or equivalent in their area of jurisdiction.

2.2 Possess workers' compensation coverage through either a provincial/state program or a private insurance policy. Processors shall supply Stewardship Ontario with valid certificates upon request and within five business days of such request.

2.3 Be compliant with the Workplace Hazardous Materials Information System (WHMIS), including training requirements, or equivalent in their area of jurisdiction.

2.4 Implement and maintain an occupational health and safety (OHS) program to ensure compliance with applicable OHS legislation.

### 3. Material-Specific Requirements

Material-specific end-of-life management requirements are outlined in the Table 3.1 below.
Note: The material-specific standards outlined in Table 3.1 are the minimum standards that service providers are required to meet. A disposal standard has been set for waste materials for which no known commercially viable recycling process is available. In these cases, processors who choose to pilot recycling processes would not be penalized for failing to meet the disposal standards outlined.

Table 3.1: Material-Specific End-of-Life Management Requirements

Note: Containers for which a recycling option is technically feasible, as identified in the Recyclability Status Table, must be recycled.

<table>
<thead>
<tr>
<th>MHSW Category</th>
<th>MOE Waste Class</th>
<th>End-of-Life Management Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corrosives</td>
<td>112 121</td>
<td>Chemical treatment followed by water treatment and/or secure (hazardous) landfill</td>
</tr>
</tbody>
</table>
| Batteries     | 112 121         | • Staff must have received training in proper procedures for:  
|               |                 |   - Identifying battery chemistries  
|               |                 |   - Handling leaking or corrosive batteries  
|               |                 |   - Identifying and handling batteries containing mercury, and  
|               |                 |   - Handling unidentifiable batteries  
|               |                 | • Minimum recycling rates, not including energy-from-waste or slag applications:  
|               |                 |   - Alkaline-manganese, zinc carbon, and zinc air batteries: 80%  
|               |                 |   - Other single-use batteries: 37%  
|               |                 |   - Rechargeable batteries: 60%  |
| Paints & Coatings | 145 | Paints and coatings must be segregated into respective recycling streams which may consist of:  
|               |                 |   • Alkyd paints  
|               |                 |   • Latex paint  
|               |                 |   • Solvent-based coatings  
|               |                 |   • Water-based coatings  
|               |                 |   • Metal containers  
|               |                 |   • Plastic containers  
|               |                 | **Alkyd and latex paints** must be recycled according to the following minimum rates:  
|               |                 |   • Alkyd paint: 75%  
|               |                 |   • Latex paint: 75%  
|               |                 | **Solvent-based coatings** must be handled in the following manner (in order of precedence):  
|               |                 |   1) Recycle into new product – recycling rate subject to waste quality  
|               |                 |   2) Subject to fuel blending processes for poor quality wastes |

8 Under the Waste Diversion Act, landfilling, incineration and energy-from-waste are not considered recycling.
9 See http://www.stewardshipontario.ca/mhsw/pdf/municipal/recycle_status_phase1.pdf (table needs to be redone and reposted).
10 See footnote no. 5.
<table>
<thead>
<tr>
<th>MHSW Category</th>
<th>MOE Waste Class</th>
<th>End-of-Life Management Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water-based coatings</td>
<td>MOE Waste Class</td>
<td>Water-based coatings must be handled in the following manner (in order of precedence):</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1) Recycle into product</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2) Fuel blending</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3) Solidification and landfill</td>
</tr>
<tr>
<td>Containers</td>
<td></td>
<td>Containers must be recycled according to the following recycling rate target:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Metal containers: 90%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Plastic containers: 50%</td>
</tr>
<tr>
<td>Fluorescents</td>
<td>146</td>
<td>Lamps must be broken in a negative pressure machine to allow separation of glass, aluminum, brass and phosphor-mercury powder</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Individual components must be cleaned and tested for mercury content</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Glass must be recycled into end product (e.g., fibreglass)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Metal must be reclaimed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Phosphoric powder must be separated from glass via mechanical separation. The phosphoric powder must be heated in a retort unit to separate the mercury from the phosphor powder</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Mercury must undergo a quadruple retort process under high vacuum in order to be usable in a new product (e.g., fluorescent lighting), or transformed into cinebar (sulfide form) and permanently retired in a secure (hazardous) landfill</td>
</tr>
<tr>
<td>Fertilizers</td>
<td>147</td>
<td>Must be handled in the following manner (in order of precedence):</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1) Reuse</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2) Composting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3) Secure landfilling</td>
</tr>
<tr>
<td>Mercury waste</td>
<td>148</td>
<td>Recover the different waste components</td>
</tr>
<tr>
<td>switches</td>
<td></td>
<td>• Glass tested for mercury content and recycled into new product</td>
</tr>
<tr>
<td>thermometers,</td>
<td></td>
<td>• Plastic and metal recycled</td>
</tr>
<tr>
<td>barometers,</td>
<td></td>
<td>• Mercury must undergo a quadruple retort process under high vacuum in order to be usable in a new product (e.g., fluorescent lighting), or transformed into cinebar (sulfide form) and permanently retired in a secure (hazardous) landfill</td>
</tr>
<tr>
<td>manometer</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

11 Stewardship Ontario recognizes that metal and plastic are commodities that are subject to significant market fluctuations. As such, the stated recycling rates for paint and coating containers should be interpreted as goals rather than set targets.

12 Stewardship Ontario has been made aware that a Canada-wide standard for the proper collection, recycling and valorization of mercury-containing lamps is currently under development. Depending on the outcome, Stewardship Ontario may amend its processing standard for fluorescent lamps.

13 Stewardship Ontario is awaiting input from Environment Canada on the preferred option for the management of mercury in end-of-life products.
<table>
<thead>
<tr>
<th>MHSW Category</th>
<th>MOE Waste Class</th>
<th>End-of-Life Management Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inorganic Oxidizers</td>
<td>148</td>
<td>Chemical treatment followed by secure (hazardous) / non-secure landfilling</td>
</tr>
<tr>
<td>Antifreeze</td>
<td>212</td>
<td>100% recycled</td>
</tr>
<tr>
<td>Pesticides</td>
<td>242</td>
<td>Incineration in a hazardous incinerator or disposal in a secure (hazardous) landfill</td>
</tr>
<tr>
<td>Ballasts</td>
<td>243</td>
<td>Ballasts must be examined to determine if they contain PCBs</td>
</tr>
<tr>
<td>• PCB</td>
<td>252</td>
<td>Collection site operators must be trained in the recognition of PCB ballasts, as outlined in the documentation published by Environment Canada. Generally speaking, ballasts made before 1980 are likely to contain PCBs. - PCB-containing ballasts must be sent to hazardous incineration facility - Non-PCB ballasts that were built before 1991 may contain DEHP, a probable human carcinogen. These must be treated as PCB containing ballasts. - Ballasts not containing either PCBs or DEHP metal must be reclaimed</td>
</tr>
<tr>
<td>• Non-PCB</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oil Filters</td>
<td>252</td>
<td>100% recycled</td>
</tr>
<tr>
<td>Pharmaceuticals (including medical inhalers)</td>
<td>261</td>
<td>Incineration</td>
</tr>
<tr>
<td>Liquid Flammable Fuels</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organic Oxidizers, e.g., organic peroxides</td>
<td>263</td>
<td>Incineration at a hazardous facility</td>
</tr>
<tr>
<td>Sharps</td>
<td>312</td>
<td>As per MOE Guideline C-4, may be treated with non-incineration methods provided the technology will reduce bacterial spores of B. stearothermophilus within the waste by a level of 6 Log10 (99.9999%)</td>
</tr>
</tbody>
</table>

14 Please refer to the documents pertaining to the identification of lamp ballasts containing PCBs available on Environment Canada's website at http://www.ec.gc.ca/Publications/default.aspx?lang=En&xml=F1D91988-3B5E-4956-A705-78D054685FFE
15 Stewardship Ontario expects to implement a research and development project to recycle certain types of liquid fuels and solvents. If the project results in a viable alternative to fuel blending for certain materials, this standard will be modified.
16 See www.ene.gov.on.ca/publications/7397e.pdf
<table>
<thead>
<tr>
<th>MHSW Category</th>
<th>MOE Waste Class</th>
<th>End-of-Life Management Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aerosols</td>
<td>331</td>
<td>• Empty aerosol containers:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Processed in accordance to Material Recycling Facility (MRF) Certificate of Approval</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Aerosol containers containing residual matter:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Aerosols are punctured</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Residual is discharged and fuel blended</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Metal containers are recycled</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Plastic caps are recycled</td>
</tr>
</tbody>
</table>
AMENDING AGREEMENT
NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTES SERVICES AGREEMENT

This Amending Agreement (the “Amending Agreement”) is made as of August 16, 2019.

BETWEEN:

STEWARDSHIP ONTARIO (“SO”)

and

THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC (the “Municipality”)

(collectively, the “Parties”)

WHEREAS:

A. Stewardship Ontario and the Municipality entered into an agreement concerning municipal hazardous or special wastes (“MHSW”) dated July 01, 2011 (as amended, modified or restated from time to time, by the Parties, the “MHSW Services Agreement”);

B. By direction letters dated April 12, 2018, December 11, 2018 and July 2, 2019, the Minister of the Environment, Conservation and Parks for the Province of Ontario directed SO to wind up the waste diversion program for MHSW (the “MHSW Program”) for all designated materials. Upon wind up, materials collected under the MHSW Program will be managed according to an individual producer responsibility framework under the Resource Recovery and Circular Economy Act, 2016;

C. In order to reflect the scheduled wind-down of the MHSW Program and in accordance with Section 2.3 of the MHSW Services Agreement, the Parties wish to make certain amendments to the MHSW Services Agreement as set out herein.

NOW THEREFORE, FOR VALUE RECEIVED, the Parties agree as follows:

1. The MHSW Services Agreement is hereby amended in accordance with the provisions set out in Schedule “A” hereto effective as of September 1, 2019.

2. All capitalized terms which are used herein without being specifically defined herein shall have the meanings ascribed to them in the MHSW Services Agreement.

3. Any section marked as “Intentionally Deleted” in the MHSW Services Agreement remains “Intentionally Deleted” and is not replaced by or amended by anything in Schedule “A”.
4. Except as amended by the amendments expressly set forth in Schedule “A” of this Amending Agreement, the MHSW Services Agreement shall remain unchanged and continue in full force and effect and is hereby in all other respects ratified and confirmed.

5. If any provision of this Amending Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect (a) the legality, validity or enforceability of the remaining provisions of this Amending Agreement or (b) the legality, validity or enforceability of that provision in any other jurisdiction.

6. This Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the Parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

7. This Amending Agreement shall enure to the benefit of and shall be binding upon the Parties hereto and their respective successors and permitted assigns. Nothing in this Amending Agreement, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Amending Agreement.

8. If any provision of this Amending Agreement is inconsistent or conflicts with any provision of the MHSW Services Agreement, the relevant provision of this Amending Agreement shall prevail and be paramount.

9. Schedule “A” is attached hereto and incorporated in and forms part of this Amending Agreement.

10. This Amending Agreement may be executed in one or more counterparts, including by means of facsimile and/or portable document format, each of which shall be deemed to be a duplicate original, but all of which, taken together, constitute a single document.

[THIS SECTION LEFT INTENTIONALLY BLANK]
IN WITNESS WHEREOF the Parties have signed this Amending Agreement as of the date first set out above.

STEWARDSHIP ONTARIO

By: ____________________________
   Name: Cullen Hollister
   Title: Director of Operations

THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC

By: ____________________________
   Name:
   Title:
SCHEDULE “A” TO THE AMENDING AGREEMENT
NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTES SERVICES AGREEMENT

The Parties agree to amend the MHSW Services Agreement as follows:

1. Section 1.1 of the MHSW Services Agreement is hereby amended by deleting the words “Waste Diversion Act 2002 (Ontario)” and replacing them with the words “Waste Diversion Transition Act, 2016 (Ontario)”.

2. Section 2.4 of the MHSW Services Agreement is deleted in its entirety and replaced with the following new Sections 2.4 and 2.5:

   “2.4 The Parties also understand that an ISO may, at any time, be approved by the Board of the Authority for one or more of the Obligated MHSW materials. In the event an ISO is approved by the Authority, SO will have no responsibility to pay for MHSW Services provided by the Municipality with respect to the materials for which the ISO is then responsible on and after the effective date of such approval by the Authority, unless SO provides written notice to the Municipality indicating that there will not be any changes to the then current MHSW Services within 30 days of the ISO approval date.

   2.5 The Parties also understand that the Minister of the Environment, Conservation and Parks has directed SO to wind-up the MHSW Program Plan under the Resource Recovery and Circular Economy Act, 2016, following which individual producers will become responsible for materials collected under the MHSW Program Plan. The Parties agree that effective on the date of wind-up of the MHSW Program Plan in respect of a specific MHSW material (a “Materials Wind-Up”), SO will have no further responsibility to pay for MHSW Services provided by the Municipality with respect to such MHSW materials. As a courtesy, SO will provide a written reminder to the Municipality at least 30 days prior to the effective date of such Materials Wind-Up.”

3. Subsection 5.1(b) of the MHSW Services Agreement is deleted in its entirety and replaced with the following new subsections 5.1(b) and 5.1(c):

   “(b) Notwithstanding the foregoing, in the event an ISO is approved by the Authority, title to the Obligated MHSW with respect to the materials for which the ISO is then responsible will not belong to SO or SO’s Service Providers unless SO provides written notice to
the Municipality indicating that there will not be any changes to the then current MHSW Services within 30 days of the ISO approval date.

(c) Notwithstanding the foregoing, in the event of a Materials Wind-Up, title to the Obligated MHSW will not belong to SO or SO’s Service Providers as of the effective date of the Materials Wind-Up.”

4. Section 18.1 of the MHSW Services Agreement is hereby amended to delete the words “Waste Diversion Ontario” and to replace them with the words “the Authority”.
Administrative Report

To: Mayor and Members of Council

From: Kelly Watkins, Treasurer

Recommended by: Cheryl Robson, AMCT, Chief Administrative Officer

Date of Meeting: January 17, 2020

Re: Treasurers Attendance at the 2019 Municipal Finance Officers Association (MFOA) Conference

Background

The Treasurer attended the 2019 Municipal Finance Officers Association (MFOA) Conference, September 18-20, 2019 that was held at the Deerhurst Resort in Huntsville.

Researched By

Kelly Watkins, Treasurer

Comments

The theme for this year’s Conference was “Navigating through Uncertainty”.

Wednesday September 18

Morning ½ day session attendees were provided general updates from:
  o Ministry of Municipal Affairs & Housing
    - Planning Act Changes due to Bill 108, More Homes, More Choices Act, 2019
    - Working on reducing the Reporting Burden (94 reports have been eliminated and 27 consolidated – they did not indicate what reports)
    - Financial Information Returns to be circulated earlier than previous years
- Ministry of Infrastructure
  - Discussed the next steps for O.Reg 588/17 specifically around Asset Management Plans
  - Indicated their website has some resources such as a sample matrix for determining levels of service
  - Ontario Community Infrastructure Fund (OCIF) Formula funding for 2020 and future is under review, but no information at that time available on what to expect

- Federal Gas Tax (FGT)
  - Spoke about the top up funds received in 2019
  - Reviewed the online mapping tool that shows all projects completed using FGT
  - Importance of Asset Management Plans and identifying projects in the plan for using FGT
  - The importance of Communications when using FGT dollars, and provided details of the requirements

- Public Sector Accounting Board
  - Reporting standard changes coming are: Asset Retirement Obligation (A legal obligation associated with the retirement of a tangible capital asset), Revenue (more consistent recognition and measurement of types of revenue transactions) and Financial Instruments (any contract that gives rise to a financial asset of one entity and a financial liability or equity of another).
  - Reporting standards under development are: International Strategy, Conceptual Framework & Reporting model, Public Private Partnerships and Employee Benefits

Afternoon ½ day session was called “Building on the Evolutionary Practice of Asset Management Planning”. This session reviewed the concepts for developing and defining levels of service and how levels of service needs to be integrated into our Asset Management Plans.
  - Phase 2 of implementing O.Reg 588/17 is due July 1, 2021, at that time we will need to ensure all core assets (roads, bridges and culverts, water, wastewater and stormwater) are inventoried and levels of service identified as well as the cost of maintaining these levels of service
  - Spoke about the Strategic Asset Management Policy Toolkit that was used in implementing the Policy that was approved prior to the due date of July 1, 2019
  - provided samples of level of service framework and matrix
Thursday September 19

The day started with a keynote presentation called “Cyber security talk for Governments and Municipalities”; the speakers were Lee Kagan and Ben Wells for Red Black Cyber Security.

- They said, “There is no silver bullet to quell cyber attacks completely. However, if more Municipalities took on a holistic and maturity-based approach to cyber security, encompassing all members of the team – not just the IT department – the fallout and consequences of such a breach would be considerably less damaging.”

- Kagan and Wells provided many samples of phishing emails and provided examples of ways they were able to get into businesses operating systems. Tips they provided was to ensure people have access to only what they need, that way is the system is hacked on one computer the hackers can only access that the person/computer has access to, domain Administrators should not be in the active directory, implement two factor authentication, password hygiene, security training and simple process to report suspicious emails to the IT department.

After the Keynote speaker was the MFOA presentation “What have we done for you lately” and the general meeting.
- MFOA identified the training opportunities that they have as well as the items they are working on to support the Finance Officers of Municipalities to keep us up to date on Policy changes as they come from the Provincial and Federal Government.
- Annual General Meeting for MFOA, introduced the Board of Directors, review Financial Statements, etc.

Before lunch was a discussion forum called “what keeps you up at night” They broke attendees into groups based on population. The group I was in for Municipalities with population between 1-10,000.
- There was discussion about what Municipalities had done with their Modernization money. Examples included joint Service Delivery Review; LED streetlights; IT Strategic Plan; Municipal Land Study; Cyber Security and Improve internet were some of the items shared
- There was a discussion about the changes to Development Charges per Bill 108
- Discussion about Ontario Municipal Partnership Fund (OMPF) and how a few Municipalities are trying to transition away from using this funding to offset operating expenses
After lunch was concurrent sessions. The first session I attended was called “Whenever possible charge? – User Fees as a Revenue Source. Presenter was Craig Binning from Hemson and Associates.

- Municipalities are increasingly turning to user fees as a revenue source. Academic literature and many policy makers advocate “whenever possible charge” approach, endorsing fees for many municipal goods and services.
- Rationale for User fees provided is:
  o Efficiency – fees allow municipalities to allocate resources to produce the largest bundle of services
  o Fairness – those who benefit from a service should pay for it
  o Accountability and transparency
  o Valuable information – about service standards (quantity and quality) and who uses services
  o Diversity of revenue – political pressure to keep taxes low; uncertainty of provincial grants
  o Environmentally friendly – lower water consumption; switch to recycling and composting
- Municipal Services suited for fee funding were provided as follows: water and sewer; solid waste management; transit; planning and building; recreation; stormwater; other (library, fire, cemetery, administration), Roads and parking some looked at 100% funded and others partially funded.

The second session I attended was; “The future of work in a digital world” presenter was Susie Cooke from Deloitte LLP.
- They talked about how the work force is changing and how there may be resources that could be used for task oriented projects. Provided examples of what can be done by smart machines and robots. Also, talked about the progression of where people can work anywhere and maybe don’t need to be in the office.

This day ended with many networking opportunities, time to visit vendor booths, Gala Dinner and entertainment by the Debaters with Steve Patterson.

Friday September 20

The day started with an early breakfast followed by and Economic update from Andrew Grantham, Executive Director and Senior Economist, CIBC Capital Markets. He indicated that for Canada, slower growth is mainly domestically driven and not globally driven.

Next was a concurrent session “If you build it, will people come? How to develop meaningful performance metrics that drive performance”, presented by Sasha Elinwechter, Acting GM of Information Technology, City of Guelph.
- When building a public facing dashboard to show metrics be sure you know why you are doing it. She explained how when they first started they posted a bunch of metrics on their website. Over time it did not get updated and therefore became out of date quickly.
- Need to understand what it is you are measuring and why. Need to determine objective, owner, data source, simple description, rules and frequency for review.
- Ask the question, why do I want to measure things? To understand internal performance; to be able to measure against a standard or benchmark; to obtain funding; etc

The last concurrent session I attended was, Robots in the Finance Department: Freedom from Drudgery, presented by Jamie Black, President, F.H. Black & Company Incorporated.

- The presentation discussed how atomization of some processes could be beneficial to the Finance Department. The focus of the presentation was on a newer technology called Robotic Process Automation (RPA). RPA is best suited for repetitive data entry type tasks. I did a little research on RPA and it seems that it is still a fairly new technology that still has more challenges than benefits at this time.

Conference ended with a Keynote presentation called’ “If Darwin was a CEO: Lessons learned from the music business meltdown, presented by Denise Donlon, Media Trailblazer; Former GM of CBC English radio, Former President of Sony Music Canada and Former VP/GM of MuchMusic and MuchMoreMusic.

- Denise was president of Sony Music Canada precisely at the moment the recording industry began to reel from massive digital disruption. She provided humour and insight on how they had to act quickly to change with the way people were listening to music. Going away from buying records/tapes/CD to online streaming.
- She illustrated in her presentation why agile adaptation in the face of rapid change is the only way to evolve and survive in any business.

The MFOA Conference never disappoints between the presentations and the many opportunities to network with Colleagues in Municipal Finance.

All of the presentation are available on the MFOA website http://mfoa.on.ca/mfoa/main from the home page click on Conference and you will find the power point presentations.
Financial Implications

<table>
<thead>
<tr>
<th>Conference</th>
<th>MFOA Conference 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration Fee:</td>
<td>$1,119.36</td>
</tr>
<tr>
<td>Conference Advance &amp; Per Diem:</td>
<td>$270.16</td>
</tr>
<tr>
<td>Accommodations:</td>
<td>$561.97</td>
</tr>
<tr>
<td>Parking:</td>
<td>$0.00</td>
</tr>
<tr>
<td>Mileage:</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other Municipal Expenses (Internet, Phone, etc.):</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong>:</td>
<td><strong>$1,951.49</strong></td>
</tr>
</tbody>
</table>

All amounts listed include HST at 1.76% only.

Note: no mileage as I travelled with the Deputy Treasurer from Addington Highlands to the Conference.

Recommendation

**Be It Resolved** That Council receives for information the Treasurer’s Administrative Report entitled “Treasurer’s Attendance at the 2019 Municipal Finance Officers Association (MFOA) Conference”;

Treasurer Administrative Report
MFOA Conference
January 17, 2020
Page 6 of 6
Administrative Report

To: Mayor and Members of Council

From: Ron Higgins, Mayor

Date of Meeting: January 17, 2020

_______________________________________________________________

Re: MNRF Meeting December 11, 2019

Background

Over the last year Council has raised a number of concerns related to working with Ministry of Natural Resources and Forestry (MNRF).

Research By

Mayor Ron Higgins

Comments

On December 11, 2019 Deputy Mayor Perry and I met with the MNRF acting District Manager in Bancroft. We discussed four items being:

- Conservation Officers (CO)
- Invasive Species
- Fish Spawning
- Area of Natural and Scientific Interest (ANSI)

Conservation Officers

In the past we have difficulty with enforcement and presence in North Frontenac. Over the last few months we have had a new Conservation Officer, Shane Brownlee, whom I have met with as well last month. Going forward we will have more of a CO presence in the past and the last deer hunting season saw him around quite a bit and many fines were levied during that period. In addition, there were a few road stops where the CO was checking hunters for licensing and harvest results. This issue should now be resolved based on input from the CO and the District Manager.
**Invasive Species**  
The District Officer commended our lake associations with their progressive projects related to this issue. They did say this is a massive concern and one that MNRF does not have the resources to tackle all issues and Municipalities and other groups like lake associations need to address these issues as best they can. For the gypsy moth infestation predicted for next season MNRF stated they will not be spraying.

**Fish Spawning**  
Ontario Federation of Anglers and Hunters (OFAH) is now running the program, funded by MNRF, through community hatchery programs. The contact information is:

OFAH Community Hatchery Program [http://www.communityhatcheries.com](http://www.communityhatcheries.com)  
Matt Burley, Community Hatchery Program Coordinator (705) 748-6324 or matt_burley@ofah.org

Joe McCambridge, Manager Pembroke and Bancroft Enforcement Units. (613) 732-5570 or joe.mccambridge@ontario.ca.

**ANSI**  
As per the issues raised during our Zoning By-law update process, we discussed these with the District Manager and their prime for this file. For our Provincial designations being Centennial Lake (Life Science) and Summit Lake, (Life Science) we see no issues as they are primarily Crown Land. For the Provincial ANSI Snow Road Station Esker (Earth Science) we will need to follow the requirements for any development as per the Provincial Policy Statement. In addition, the two aggregate locations within the ANSI MNRF is looking at excluding them if they are within an ANSI area.

For Regional ANSIs these are under the control of the Municipality. These include Plevna Cedar Swamp (Life Science), Palmerston Lake (Life Science), and Evergreen Mountain (Life Science). MNRF will still provide advice on any development applications as the Municipality sees fit. In most cases for things like a severance most applications will probably not require further studies. For larger developments in these areas we already have defined what needs to be done including environmental impact studies which would also be required in Provincial ANSIs.

From the Provincial level I am happy with the results of the meeting and the way forward.

From a County level we need to focus on having Regional ANSIs removed from the County Official Plan (OP) and Regional ANSIs to not be treated the same as the Provincial ANSIs. To do this I believe the Township OP could contain policies for ANSI protection for Regional ANSIs based on our focus on protecting the
environment. In addition, we would approach MNRF for their advice on any applications.

In reviewing the ANSIs, I found that our Zoning By-law is incorrect in that we state the adjacent land distance is 120m when according to the Natural Heritage Reference Manual the Province recommends the distance for Life Science be 120m and for Earth Science be 50m. The Township OP states “within 120 metres or as set out in the Natural Heritage Reference Manual.” It is recommended the wording in the Zoning By-law be updated during the 2020 review (Housekeeping) of the Zoning By-law to match the Natural Heritage Manual and the Township’s OP.

Based on this report and the improved relations with MNRF Bancroft I will inform the Minister that his assistance in the ANSI matter is no longer required.

Financial Implications

There are no financial implications related to this report. Going forward we may be asked, or want, to support getting a fish hatchery started and assist with addressing invasive species. A Zoning By-law review has been recommended within the first year of the new Zoning By-law being in place to address any areas of concern; therefore the recommended change to the Zoning By-law will be included in this review.

Recommendation

Be It Resolved That Council receives for information the Mayor’s Administrative Report entitled MNRF Meeting December 11, 2019;

And That Council instructs the Clerk/Planning Manager to update the Zoning Bylaw to include the same distances for adjacent lands of Areas of Natural and Scientific Interest as set out in the Natural Heritage Reference Manual and the Township’s Official Plan during the Zoning By-law Review;

And That Council requests Councillor Perry contact the Ontario Federation of Anglers and Hunters to get further details on the hatchery program and report back to Council;

And That Council requests County Council amend the County Official Plan to remove the policies for Regional Areas of Natural and Scientific Interest and the protection of same be determined by the lower tiers and included in the Township Official Plans.
Administrative Report

To: Members of Council
From: Ron Higgins, Mayor
Date of Meeting: January 17, 2020

Re: Economic Development/Business Community Update

Background

At our December 2019 Council meeting Council approved via Resolution # 644-19 myself and the Manager of Community Development (MCD) hosting a meeting with North Frontenac Business Owners to brainstorm ideas to enhance our economy and report back to Council.

Research By

Mayor Ron Higgins

Comments

Councilors Inglis and Fowler also attended this meeting as business owners.

On January 6th we met with 26 business owners to brainstorm ideas. The group was very responsive, and we feel this project will continue on based on the positive feedback.

This is a summary of my opening comments at the meeting. I stated that I wanted an open discussion regarding how to expand and promote business and how the Township and Businesses can collaborate. I provided an overview of the success of the Economic Development Task Force (EDTF) such as being the first municipality in Canada to acquire Dark Sky Preserve Status; establishing the Four Seasons Scenic Route (will be working at enhancing it), developed a
Community Improvement Plan for Businesses (to be reviewed and updated in 2020), and four Mural Projects which have been a success.

I advised that it is important to engage businesses within North Frontenac to work in collaboration to achieve goals and asked those present for input on how to utilize their past experiences to identify improve opportunities. I also stated that North Frontenac is very seasonal, and it is important to identify opportunities to enhance business in the off season.

The following is a high-level summary from the input and suggestions received and detailed minutes are attached.

- Communications for businesses can be improved
  - Business page on website is outdated
  - Use the electronic sign in front of the Municipal Office for business activities
  - Maybe profile one business a month
  - More bulletin boards and a listing of the current bulletin boards so businesses can better take advantage of advertising on them
  - Implement You tube videos
  - Annual mailouts at tax time (they would help with cost)
  - Identify and post opportunities for funding
- Put in place a formal welcoming committee for new businesses/owners
- Have a mentorship program for new businesses/owners
- Have a business expo once a year in April and/or organize a bus tour for Business Owners to go to businesses throughout the Township which would assist in them understanding what each business has to offer
- Township could market more
  - Dedicated B&B web page
  - Trade shows
  - More Township Funding needed
  - Use car wrapping to market the Township and Businesses.
- Profile a business once per month
- Improve garbage/recycling for businesses
- Establish winter trails
- Put together a tourist map for NF
- Establish a winter tourism event
  - Pond hockey tournament
- Attract developers to provide accommodations
  - Need to make it more attractive for developers
  - Priorities – Retirement home and Motel
- Reduce red tape and associated costs
- Recognize business for their longevity not just new businesses
- Have an interactive web page (events calendar) for businesses to allow them to post their activities and functions
• Have a dedicated economic development person (full time who is only dedicated to Economic Development)
  o Grants
  o Mentorship
  o Communication
• Utilize initiatives from neighboring municipalities
• Recreation center or program for activities for our visitors such as;
  o Pickleball
  o Curling
  o Bowling
• Establish a Township entity (such as an Economic Development Corporation) to pool resources such as liability insurance.
• Establish a Farmer’s Market
• Simplify the process for lot severances
• Establish a program to attract retirees (aging population wants places like NF)
• Be shovel ready to access grants as they arise such as;
  o Scenic route
  o Attractions on other roads
  o Trails

Myself and the MCD will be meeting with the businesses again at the beginning of February to solicit additional input and to identify three top priorities to work on this year.

There are suggestions above that would fit well with our current EDTF when they review their strategic plan.

Financial Implications

Up to $200 for Refreshments and light lunch to be taken from the Economic Development – Promotions Budget

I would like to suggest that we use $30K (rough estimate and will finalize in February for consideration at the Special Council Meeting to be held to discuss the Municipal Modernization Reserve Fund, prior to finalizing the 2020 Budget from the Modernization Fund to be used to improve business communications, market our businesses, attract developers and attend trade shows, signage for events, etc.

Recommendation

Be It Resolved That Council receives for information the Mayor’s Administrative Report entitled Economic Development/Business Community Update;
And that Council approves the Mayor and MCD hosting future meetings with North Frontenac Business owners to solicit additional input and to identify three top priorities to work on this year;

And That the Mayor shall report back to Council information based on feedback from our Businesses with respect to their additional input and top priorities;

And That Council approves up to an additional $1,000 in 2020 being spent for future meetings and the funds shall come from the Economic Development – Promotions budget.
North Frontenac Business Community Brainstorming Meeting Minutes – Jan 6, 2020

Meeting called to order at 9:16 a.m.

Meeting Agenda

- Mayor Opening Remarks
- Mayor’s Meeting Expectations
- All-Brainstorm ideas
- Identify Priority Actions
- Next Steps

Mayor Opening Remarks

I have gathered you here today to have an open discussion on how to work together as a community to grow your businesses and attract new businesses.

Since my first term of office 5 years ago we have had in place an EDTF. Some of the key accomplishments by the EDTF include: the first Municipal Dark Sky Preserve Status in Ontario; the Four Seasons Scenic Route (including several Rest Stops throughout the route which are well used by residents and visitors); a Community Improvement Plan; and four successful mural projects, as well as other excellent initiatives. The EDTF was put in place to address our Strategic Goal of Economic/Community Development.

In reviewing the accomplishments of the EDTF I feel it would be beneficial for me as the Mayor to engage the businesses in North Frontenac to determine if there are opportunities for the Township to work in collaboration to promote our current businesses within the Township and attract new businesses. I spoke with Councillor Inglis (Chair of the EDTF) and Corey Klatt, the Manager of Community Development, and it was agreed that this initiative will be an excellent opportunity for input from the local Businesses.

The EDTF has accomplished many community projects to attract tourists. The attractions are in place but very few tourists stay in North Frontenac due to a lack of enough year-round accommodations. Some, like Fernleigh Lodge have upgraded to have year-round visitors, but the supply is limited.

Our businesses suffer during the winter months and rely on the summer boom to carry them through the entire year.

In the past we tried to have business meetings but very little was accomplished through these meetings and interest dropped.
Over the years I have heard of issues with trying to run a business in relation to Township red tape and unfair practices between residential and business taxation. One example is waste whereby most businesses cannot separate waste from recyclables due to time and cost, so you have managed this through paying for your own waste disposal.

**Mayor’s Meeting Expectations**

Today I do not want to focus on what is not working but focus on the future. Using a clean slate let’s use your experience to develop an economic development and sustainability strategy and objectives that provides for us all working together.

Today I would like to accomplish the following:

1. Ideas to collaborate between the Township and businesses to have a processes and policies in place that are conducive to economic growth and prosperity for businesses.
2. Brainstorm ideas on what is needed, in addition to what we already have, that would attract more interest in North Frontenac to assist current businesses, attract new businesses, enhance growth, create jobs and attract and retain visitors.

**Results of Brainstorming**

The following is a record of the discussions that took place during the meeting as well as input from those who could not attend in person that day.

All present introduced themselves, their business and what they hope to get out of today’s session. Comments included “how to get the word out; good roads and communication; to learn and provide input; less regulation and more help with ATV’s; communication (dead zones for cell phone and broadband in North Frontenac); to learn new ideas and generally speaking how people are thinking; borrow ideas from Lennox and Addington County’s Economic Development Program and should be borrowing some of their ideas”.

Mayor Higgins advised it is important to engage businesses within North Frontenac to work in collaboration to achieve goals and asked those present for input on how to utilize and improve opportunities. Mayor Higgins also advised that North Frontenac is very seasonal and it is important to identify opportunities to enhance business in the off season (build on the Four Seasons); too much red tape; recycle and waste is not conducive for some businesses within the Township as some businesses end up paying to have waste and recycle sent outside of North Frontenac which is costly for businesses (how can we make this work better?); need to work together to help promote businesses; and need knowledge and experience from business owners to work forward and improve business relations.

It was advised by participants in the meeting that there is a need to put some Township funding into Economic Development. For example, Lennox and Addington have staff in place who went to training and developed a Program in L&A that works. They describe businesses and stages of development and business is booming in L&A. It takes devoted people to do it and it would be beneficial for the Township to have someone who is devoted only to the businesses and linked to the businesses (someone devoted to this function at all times during the day); and dedicate someone from the existing staff to always be out connecting with the businesses and helping businesses connect.
It was also mentioned that it would be nice to see a pond hockey tournament in North Frontenac but need to organize where people would sleep when they are here (identify accommodations).

Farming North of 7 is often roots and rocks farming – people are looking for some help; winter doesn’t give businesses what is needed; therefore may be time to consider some light industrial opportunities but there needs to be some financial stimulus to make this happen.

It was mentioned that the nice new sign at the front of the municipal office tells when the next Council meeting is. Should also include current events that are being organized on the sign throughout the Township. This should also be done on the Township’s website. There is no mention of snowmobiling or ATV’s on website. The sign needs to be made more useful. It was also suggested all businesses should be listed on the Townships website and there should be a page on the website that advises what events are taking place throughout the Township.

It was advised that the Studio Tour was great this year and it brings a lot of people to the businesses that participate. It would be beneficial to have a tour/open doors event where all businesses can show everyone what they do and the services they provide. A tour map would be great with all businesses listed.

It was mentioned that the permanent population in North Frontenac has dropped and we should be working to attract people to live here. There is a good opportunity for people who are retiring to live here as forty-five percent of the population falls into this category. It was also mentioned it is important to make things easier for developers to create small sub-divisions; however red tape often stops this. How can we help people develop these opportunities? There is also a lot of opportunity for non-lake shore development and it would be beneficial to attract more of this age group (retirement age) as they have money and will contribute to success for contractors.

One participant advised they moved here because of the quiet, not for a subdivision lifestyle. They quickly noticed the Four Seasons Scenic Route but wondered why we would be promoting our roads. They found the Frontenac Community Futures Development Corporation and other local businesses for mentorship which was very helpful.

It was mentioned it would be helpful if there was a Welcoming Committee for Businesses as contact information is very important. It was suggested this could be a good function of the Economic Development Task Force. It would also be good to have a booklet to hand out to each business listing each business within the Township, so businesses know what is out there. Moreover, vendor shows for businesses and their staff to attend for both the public and other businesses would be an excellent option as would having a list of current businesses available who are willing to mentor new businesses.

One business owner advised she loves it when businesses bring her their flyers and promotional materials and it is important for business owners to approach their local realtor with information they can distribute to their clients.

It was also pointed out there should be a list of bulletin boards that are available throughout the Township so businesses can advertise on them. Mayor Higgins advised...
the Township will be working at installing bulletin boards at each waste site in the future as they are busy spots. It was also suggested the Township should consider having a bulletin board at the local LCBO store as it is a busy place.

It would be great to have a You Tube page where businesses can have short videos of what they have to offer so people are aware they will have amenities when they come here. Maybe businesses could get together and do this. Best to do these types of videos on a nice day. Videos could be broken down to approximately one and a half minutes.

It was mentioned that marketing is very important. For example, car wrapping is very effective as everyone knows who you are. Is also important to have effective signage and to put it where you want people to go. A farmer’s market would be great in North Frontenac and would be key for our area. A good place to be considered for this could be the Clarendon Miller Community Hall in Plevna as it has a pavilion and a playground for kids to play on. It is also important to have good promotional material and to make a point of doing effective marketing and sharing marketing successes with other businesses.

Mayor Higgins asked what the Township could do to support businesses better. It was mentioned “why is the sander set for the middle of the road?” (Note: Sanding units are set up on the driver’s side of the vehicle to sand the center of the road. For example, for two lane highways one lane is plowed than when the truck turns around and comes back the center line is sanded/salted to expose the center of the road. Ideally most roads have a crown in the middle of the road and the goal is to have the salt melt and run off either side). It was also suggested that the Township include an interactive events calendar on the Townships website so businesses can put their own information on it.

It was also mentioned it is important to think outside of the box as one size does not fit all. It would be advantageous to make severing lots simpler. Instead of putting up walls people should be walked through the process and people should be told what they can do rather than what they can’t do. It was also mentioned we should spend less time on studies and more time relying on staff who have expertise and lessen focus on the “Not in My Back Yard (NIMBY)” issues in regard to development such as the potential Ardoch Lake Development.

Moreover, it was mentioned that we need more entertainment here as we are turning into a retirement community and retirees need entertainment. It is difficult to find workers here and hard for businesses to make money in the winter. It was mentioned the Township does a good job looking after the roads but there is a lack of accommodation due to lack of motels as the lodges are often booked up during the tourist season. A small motel would be nice as would a retirement home in our own community, especially one that is near a lake.

It was mentioned that arm wrestling with the Township over red tape is very time consuming and expensive. Too much red tape causes too many roadblocks. It was also advised that we also can’t be “willy nilly” and allow people to build where there are too many negative impacts as this would not be beneficial.

It was suggested that maybe the Township and other organizations could piggyback on some permits to help avoid red tape. For example, if the MVCA requires a study the Township should not also require a study from another source. It was discussed that the
Township has by-laws in place but maybe they could be adjusted so that so many studies are not required for some types of development, etc.

Mayor Higgins advised he is looking into opportunities to reduce or eliminate some fees and charges to help residents and businesses find cost savings. He will be looking at these and other potential roadblocks and presenting to Council.

It was suggested that the Township would benefit from meeting with other municipalities to see how they have dealt with helping businesses overcome roadblocks to learn from them. It was also suggested that maybe a consultant should look at township initiatives to help determine if the initiatives are beneficial to the Township. If not beneficial maybe the initiatives should/could be eliminated.

Mayor Higgins advised cellular and broadband services are going to be addressed over the next couple of years as the CRTC is beginning to receive proposals to enhance these services throughout Eastern Ontario. There are people in Southern Ontario who want to move here and run their businesses here but cannot until we have good access to these services.

**Note:** Mayor Higgins was updated at a Wardens Caucus meeting on January 9'th and the cell project is set to break ground in 2021 and end in 2025

It was mentioned that it is important for the Townships Economic Development Task Force to put more focus on existing businesses as there is too much focus on bringing in new business. Frontenac County does a good job promoting businesses within the County; however, this needs to be localized for the businesses that are here and provide permit relief, etc. for existing businesses.

It was suggested that a listing of all the local businesses go out with the tax bill each year. Some members of the Business Community advised they would be happy to contribute to this.

It was also suggested that we not only publish the welcoming of new businesses but do introductions for existing businesses. It was mentioned businesses can come to Council meetings to describe their businesses; however, there has not been any uptake. It was also mentioned that more people would attend Council meetings if they were held in the evenings and the Township should do a video of our existing businesses and have these videos on the website to celebrate ourselves (make it a marketing adventure).

It was mentioned that the Township should be attending Trade Shows to promote our area. This was lost when the Land O’Lakes Tourist Association went out of business.

It was suggested that the Township consider more wood product opportunities or opportunities involving the production of topsoil, etc…. The question was posed as to whether we should be putting public dollars towards this type of initiative. It was suggested possibly not but we could help.

It was mentioned it is crucial to bring people into this area at this time of the year (the off season) as there are cottages that are empty. This would help with ongoing business. The Dark Skies initiative has been helpful for accommodation but need more to help businesses throughout the area. Business owners are run off their feet for the summer months to try to stretch the money they earn to the winter months.
It was discussed that festivals in the area would be great for economic development. Lake George exists all year by having weekly events. They have a Committee organized and Sub-Committees for all events. Accommodation is very important for this type of development as if there is no place to stay, people will not come. It was also suggested we highlight winter accommodation for people who want to come as there is a ton of empty cottages in the area right now. Festivals also provide opportunities for the service industry and allow more businesses to open in the area.

It was discussed that liability is often an issue for festivals and events. It was discussed that at one time municipalities were able to provide coverage for events within their area; that is how events continued to exist in prior days.

It was mentioned our community does not have the same vibrancy that some others have. We need to be open for business and ensure people know what we have to offer. Several of the business owners advised they often promote each other, and a Business Expo would be great in the spring of the year. It was also suggested that if someone asks a business if they have something and they don’t it is important to find out who does. It is also important for the businesses in the west end of the Township to know what the businesses in the east end of the Township have to offer. In order to assist with this, it may be a good idea to organize a bus tour for business owners/operators to go to other businesses throughout the Township to learn about the services each has to offer.

It was mentioned that local residents do not support local businesses.

It was mentioned we should be promoting our forests (sustainable forestry) and clean water and it would be beneficial for the Township to provide a five or ten percent cut on tax for businesses as this would make a difference. It would also be beneficial if businesses could get building permits for free and the Township should not expect businesses to “hold the load” for the municipality.

It was suggested that the Township communicate our Community Improvement Plan better as there are businesses in our community who didn’t realize there is municipal funding available for various projects, etc…

Chris Winney advised that businesses are welcome to give her their brochures, coupons, business cards, etc… as she is happy to distribute them to her Real Estate Clients.

Mayor Higgins advised he will be writing a report to Council and would like to meet with the North Frontenac Business Community again in four weeks to review today’s discussion and prioritize actions to move ahead with better promotion of local business and opportunities for enhanced collaboration between the Business Community and the Township. Mayor Higgins also advised the draft notes from today’s meeting will be distributed to the businesses.

The meeting was adjourned at 12:00 p.m.

Additional input from a business not able to attend the meeting.

1. Infrastructure - Ardoch Road, mostly in the Central Frontenac Township is anything but inviting. Anyone towing a trailer, boat, small vehicle or a school bus will have an unpleasant trip. The road is patch work and just not user friendly at all.
2. People will come to communities that offer a school, a store, a gas station, a post office, a doctor’s office, a bank, a restaurant and an LCBO. If I owned the grocery
store / gas station, I would be advocating hard to re-establish the snowmobile trail. I can testify it’s a multi-million-dollar business. We spend a lot on fuel accommodations and meals during the winter, a time when local business struggle to keep their doors open. I’m told there is a large pot of money sitting in a recreation fund. Let’s use it and get this potential business opportunity, to local business’s doors.

3. We must keep the school alive. Bring a doctor in once a week to an empty room in the school. Have evening sports nights for villagers, exercise classes, volleyball etc. Use the school to its maximum ability to ensure we can keep it. I know it’s on the radar every year. Let’s use it all we can.

4. Restock our local lakes, if your business depends on a lake for fishing, your business should be charged a fee to ensure the lake is healthy and restocked. Americans come here to fish, some in the off season, I’ve seen pictures on fb, we need to follow Ministry rules and guest have to as well. Without great fishing, people will not come.

5. Don’t cut your own throats. Help local business and lodges follow recycling programs. We cannot go backwards on this. We (everyone) must start looking after our environment. Extra fees should be included in fees by guests, not the taxpayer.

6. Brainstorming is a great idea and businesses getting together and working together is a positive step. I’m Interested in hearing other ideas. We all want the same goal, success in NF.

Notes from a business owner that were provided after the meeting

- Promote and develop opportunities
- Improve the garbage services
- Tourists dollars only benefit some business owners
- Promote business activities on NF web site
- Identify opportunities to attract retirees to NF
- Be shovel ready for community and economic projects on the scenic route (and rest of roads) to take advantage of funding when the time is right

Please note that all input was recorded without being challenged or discussed in detail. All input was accepted as perceived by the contributing business. Moving forward we will work together to address perceptions. In some cases, this will be referencing Provincial and Township requirements. In others we need to provide data and information to address the comments made. In other cases, we will need to work collaboratively to improve how we work together to a common good.

Summary

The following is a high-level summary from the input and suggestions received and detailed minutes will be available in my report in February.

- Communications for businesses can be improved
  - Business page on website is outdated
  - Use the electronic sign in front of the Municipal Office for business activities
  - Maybe profile one business a month
  - More bulletin boards and a listing of the current bulletin boards so businesses can better take advantage of advertising on them
Implement You tube videos
Annual mailouts at tax time (they would help with cost)
Identify and post opportunities for funding
• Put in place a formal welcoming committee for new businesses/owners
• Have a mentorship program for new businesses/owners
• Have a business expo once a year in April and/or organize a bus tour for Business Owners to go to businesses throughout the Township which would assist in them understanding what each business has to offer
• Township could market more
  Dedicated B&B web page
  Trade shows
  More Township Funding needed
  Use car wrapping to market the Township and Businesses.
• Profile a business once per month
• Improve garbage/recycling for businesses
• Establish winter trails
• Put together a tourist map for NF
• Establish a winter tourism event
  Pond hockey tournament
• Attract developers to provide accommodations
  Need to make it more attractive for developers
  Priorities – Retirement home and Motel
• Reduce red tape and associated costs
• Recognize business for their longevity not just new businesses
• Have an interactive web page (events calendar) for businesses to allow them to post their activities and functions
• Have a dedicated economic development person (full time who is only dedicated to Economic Development)
  Grants
  Mentorship
  Communication
• Utilize initiatives from neighboring municipalities
• Recreation center or activities programs;
  Pickleball
  Curling
  Bowling
• Establish a Township entity (such as an Economic Development Corporation) to pool resources such as liability insurance.
• Establish a Farmer’s Market
• Simplify the process for lot severances
• Establish a program to attract retirees (aging population wants places like NF)
• Be shovel ready to access grants as they arise such as;
  Scenic route
  Attractions on other roads
  Trails
Next Meeting
Date: February 6, 2020
Time: 7 -9 PM
Place: Clar Mill Hall

Agenda
- Review January meeting minutes and provide additional input as required
- Discuss the ideas from last meeting and prioritize 2-3 key initiatives and owners
- Discuss Next Steps
  - How should we organize ourselves?
  - How often do we meet?
  - How do we get “all” businesses involved?
  - Setup a NF business Facebook Page?
Notes of the Economic Development Task Force (EDTF) Meeting Held on Wednesday December 18, 2019 at 7:00 PM at the Municipal Complex, Council Chambers.

Present: Councillor Fred Fowler (Meeting Chaired by Councillor Fred Fowler, as Councillor John Inglis to arrive late), Councillor Inglis (arrived at 7:50 pm), Tom Sheppard, Dan Vaillancourt, Paul Thiel, Corey Klatt – Manager of Community Development (MCD) and Lori Newman (Secretary).

Absent with Regrets: Art Hannigan, Betty Hunter and Debbie Emery.

1. Call to Order:

The meeting was called to order by the Chair at 7:00 p.m.

2. Disclosures of Pecuniary Interest & General Nature Thereof:

None.

3. Delegations:

None

4. Economic Development Task Force Notes:

a) Notes of the November 20, 2019 EDTF Meeting as approved via email by members of the Task Force and received for information by Council at the December 13, 2019 Regular Meeting of Council.

5. Business Arising:

a)(i) Update re: Review of Draft Guidelines for Accommodation, as provided by Richard Allen, Frontenac County Manager of Economic Development and Megan Rueckweld, Frontenac County Manager of Community Planning – Council Resolution # 586-16 – Manager of Community Development (MCD)

The MCD advised the EDTF that Megan Rueckweld, Frontenac County Manager of Community Planning presented the Draft Guideline for Accommodation to Council at the November 22nd Council Meeting and that Council approved the Guidelines. The MCD was instructed to add the Guidelines to the Township’s website with the inclusion of waste information under the Regulations tab (this has been completed). Council also requests...
the EDTF investigate hosting education sessions and prepare a Guideline to be provided to residents who offer short-term accommodations. Art Hannigan is completing a Draft Power Point Presentation regarding the Guidelines for Accommodation. Dan Vaillancourt also offered to assist and will send his ideas to the EDTF in the near future.

a)(ii) Update from Dan Halladay (CBO) re: requests for Tiny Homes, short term accommodation buildings as discussed at last EDTF Meeting - MCD

The MCD checked with Dan Halladay, CBO to determine whether or not he has been contacted for potential building permits for short term accommodation opportunities in North Frontenac. Dan reported that he has not as of yet.

b) Update re: Building to house the Fred Lossing Telescope and whether or not smaller building would work and need for building permit – Councillor Inglis, Tom Sheppard and MCD.

The MCD spoke with Dan Halladay, CBO to determine if we would still require engineered drawings if the building is under 108 square feet and not to be inhabited by stargazers. He said that it would not require a permit however he would like to see the plans.

The EDTF previously discussed the idea of looking at a collapsible or movable building however the majority of members were not in favor of this option and would like to continue to look into other funding options. Fred Fowler and John Inglis each offered to draft separate building plans to consider. Dan Vaillancourt will email the building specification information to Fred. The plans will be reviewed at an upcoming meeting.

c) Update re: Community Improvement Plan (CIP) – MCD

The MCD reached out to Megan Rueckweld, Frontenac County Manager of Community Planning and Tara Mieske, Clerk/Planning Manager for the Township of North Frontenac for input regarding suggestions made at the last meeting to enhance the Township’s Community Improvement Plan (CIP), per the EDTF’s 2019 Strategic Plan. Megan advised County Staff have included time in their 2020 work plan to update our CIP (awaiting approval from County Council) and she will check to ensure that the previous suggestions are eligible and meet the criteria for a CIP. The MCD will report back to the EDTF and recommendations for potential updates to the CIP will be made to Council by the EDTF in the future.

Notes of a Meeting of the Economic Development Task Force
December 18, 2019
2 of 4
The MCD suggested that each member of the EDTF choose a Municipality in Eastern Ontario and look at their CIP and bring back information to the next meeting to pass along to Megan and Tara.

Tom Sheppard will look into the Campbellford & Areas CIP; Fred Fowler offered to look at the CIP from the Deep River area; Paul Thiel will look at Tweed/Madoc; the MCD will look at Central Frontenac’s CIP as it was recently updated; and Dan Vaillancourt will look at the Petawawa/Pembroke or North Bay areas and report back to the EDTF at our next meeting.

d) Round 5 Art Mural Project – Discussion re: potential recommendations in the 2020 Budget for a Round 5 Mural Project.

The MCD advised two of the murals from Round 4 have been installed. The others will be installed in the spring.

The EDTF discussed a potential Round 5 Mural Project for various locations throughout the Township in 2020. The proposed budget for this project including the cost of a Newspaper advertisement; a donation to the artists for painting supplies and the costs of plywood and material required to install the material is estimated to be approximately $1,800. The MCD will include this in the draft 2020 Budget for Council’s consideration.

6. Communications:

None

7. New Business:

(a) Discussion re: 2020 Economic Development Task Force Budget.

The EDTF recommended the MCD change the amount of advertising costs in the proposed draft 2020 Budget from $3,000 to $2,500 and to change the amount for the second entrance to the Dark Sky Preserve from $8,000 to $10,000 for Council’s consideration at 2020 Budget Deliberations.

(b) Discussion re: Mayor Higgins setting up meeting with Local Businesses To determine ways the Township can work with the Businesses to promote and attract new Businesses.

Councillor John Inglis (Chair), arrived at 7:50 p.m. and took over as Chair. The EDTF discussed Mayor Higgins setting up meeting with Local Businesses
to determine ways the Township can work with local Businesses to promote and attract new Businesses.

8. Adjournment:

Meeting adjourned at 8:20 p.m.

The next meeting of the EDTF will take place on Wednesday January 15th, 2020 at 7:00 pm, at the Municipal Complex Council Chambers located at 6648 Road 506, Plevna.

Recommendations to Council

Be It Resolved That Council for the Township of North Frontenac receives for information the December 18, 2019 Notes of the Economic Development Task Force (EDTF).

Received by Council on January 17, 2020

______________________________
Councillor John Inglis, Chair
Township of North Frontenac
Economic Development Task Force

Notes of a Meeting of the Economic Development Task Force
December 18, 2019
4 of 4
Notes of a Meeting of the Community Policing Advisory Task Force held on December 11, 2019, in the Council Chambers at the Municipal Office, 6648 Road 506, Plevna ON.

Present:
Council Representatives: Councillor Fred Fowler (Chair) and Councillor Vernon Hermer
Community Representatives: Ted Blackmore, Jocelyn Lemke and Paul Thiel
Ontario Provincial Police (OPP) Representatives: Staff Sergeant Sharron Brown - Frontenac Detachment.
Municipal Staff: Brooke Drechsler, Deputy Clerk/Assistant to the Planning Manager (Secretary)

Absent with Regrets: Ontario Provincial Police (OPP) Representative - Lennox and Addington Detachment

1. Call To Order
The Chair called the meeting to order at 2:35 p.m.

2. Approval of the Agenda
The Task Force approved the Agenda by consensus.

3. Disclosures of Pecuniary Interest and General Nature Thereof
None disclosed.

4. Delegations
None.

5. Approval of Notes
The Task Force received for information the Notes of a Meeting held September 11, 2019 which were previously approved via email. (Received for Information by Council on September 27, 2019).

6. Business Arising Out of Minutes
None.

7. New Business
a) Police Services Board Report – Wards 2 and 3
Brown reviewed the Detachment Record Management report with the Task Force. She advised Property Crimes numbers were down for the quarter and year to date. She noted there may be an increase in Drug Crime numbers. Brown noted Clearance Rates do not appear as high as in the past, as the Statistic Canada requirements for reporting have changed. She advised Records Check numbers have an ebb and flow, dependent on the time of year.

Brown advised there had been one Public Complaint filed; however the complaint was withdrawn by the complainant.
Brown advised there are 3 members retiring and 4 new Officers coming in 2020. She noted the Provincial Government requires detachments to maintain a 5% vacancy rate. Fowler asked if there would be an impact on services. Brown advised there should be no impact on the level of service North Frontenac receives. She noted the Sharbot Lake Detachment is fully staffed, with 2 positions per platoon.

Brown advised Motor Vehicle Collisions were down and year to date charges were down in regards to traffic enforcement. She noted if a service call is received, the officer performing traffic enforcement would respond to the call. Fowler asked if the Highway Safety Division was still active in the OPP. Brown advised the Division is still in effect. She noted there was a staffing shortage during the summer months which resulted in a change in the reporting.

Hermer asked if Brown had an update regarding the individual(s) who impersonated a police officer earlier in the year. Brown advised she had no further update but was continuing to educate the public with respect to safety.

Fowler asked Brown to provide an update regarding Seniors and Law Enforcement Together (SALT). Brown advised she attended 4 meetings in the fall and there was a good turnout (40-45 people). The meetings were held with the Diners Club, with a free lunch provided.

Brown advised funding had been received from New Horizons, with part of the funds earmarked to increase the SALT presence in North Frontenac. She noted the grant from the Retired Teachers of Ontario had been unsuccessful. She advised there were further funding requests being considered; however, these funds would not be available until March 2020. Brown advised the inclusion of a free lunch seemed key to encouraging participation in the meetings. She advised the Mayor of North Frontenac suggested SALT approach the County of Frontenac to discuss funding for the lunches. Fowler suggested Brown approach the Council of North Frontenac as a delegation to request funding for SALT. Brown advised she would provide the information included in the original grant request. Fowler advised the information could be sent to members of Council as a Communications Item for discussion in 2020.

Thiel suggested a possible partnership with the Diner’s Club. Brown advised people may be reluctant to attend the meetings due to the cost of the lunch. She noted the free lunch encouraged seniors to get out into the community. Thiel noted it may be possible to offset the cost of some of the lunches, reducing the cost from 40 lunches to 6 lunches (approximately).

b) Proposed 2020 Community Policing Advisory Committee Task Force Meeting Dates. The Task Force selected the following dates for the 2020 meetings:
March 11, 2020 @ 3:00 p.m.
June 10, 2020 @ 3:00 p.m.
September 9, 2020 @ 3:00 p.m.
December 9, 2020 @ 3:00 p.m.
c) Community Safety and Well-Being (CSWB) Plan

Brown advised the CSWB Planning Committee met in late November. She advised the plan must be in place by 2021. Brown advised the plan will include appendices specific to each Township in the County, identifying the priorities of each Township. She advised the CSWB plan is mandated by the Province.

d) Ontario Association of Police Services Board (OAPSB)

Brown advised the OAPSB discussed the proposed changes to the Police Services Act and the potential impact on the OAPSB and CPAC committees. She noted the possible amalgamation of CPACs and Boards within Townships. She advised this would impact the reporting structure, with no change in services. She advised the proposed changes are being introduced by the Province and the regulations have not been introduced at this time.

Fowler asked if there would be a change in the community representation at the table. Brown advised she cannot comment on the composition as the regulations have not been made public. However, she asked if the Task Force had considered attending OAPSB meetings for information purposes (i.e. legislative changes).

8. Communications
None.

9. Next Meeting Date
The next Meeting Date for the CPAC Task Force is Wednesday, March 11, 2020 at 3:00 pm.

10. Adjournment
The meeting adjourned at 3:27 p.m.

Recommendations for Council’s Consideration


Approved in principle by the Task Force ________________, 2019.

Received by Council ________________, 2020.

______________________________
Councillor Fred Fowler, Chair, CPAC
Township of North Frontenac
Minutes of the Meeting of the Kaladar/Barrie Joint Fire Committee held on September 20, 2019 at the Northbrook Fire Hall, 11905 Highway 41, Northbrook Ontario.


Also Present: Casey Cuddy, Kaladar/Barrie Fire Chief; Christine Reed, Treasurer; Tara Mieske, Recording Secretary; and Eric Korhonen, Director of Emergency Services/Fire Chief, Township of North Frontenac.

1. Call to Order
The Secretary called the Meeting to order in the absence of the Chair at 9:00 a.m.

2. Approval of the Agenda
Moved by Kirby Thompson, Seconded by Gerry Martin #35-19

Be It Resolved That the Committee approves the Agenda for the Joint Fire Committee Meeting dated September 20, 2019, as circulated.

Carried

3. Disclosures of Pecuniary Interest and General Nature Thereof
None declared.

4. Delegations
None.

5. Adoption of Minutes

Moved by Gerry Martin, Seconded by Kirby Thompson #36-19

Be It Resolved That the Committee adopts the Minutes of a Meeting of the Joint Fire Committee dated May 10, 2019 as circulated.

Carried

6. Business Arising out of the Minutes
a) Resolution #27-19 — Recommendation to North Frontenac Council and Addington Highlands Council to Approve Additional Funds for the Replacement of Mini Pump 651.

Moved by Gerry Martin, Seconded by Kirby Thompson #37-19

Whereas the Committee passed Resolution #27-19 at their meeting on May 10, 2019 receiving for information the Kaladar/Barrie Fire Chief’s Administrative Report entitled “Mini Pump 621 Replacement”; and that the results from the Request for Proposal (RFP) issued for the replacement of the Mini Pump 621 received 2 bids that were over budget and did not meet the requested specifications; therefore the RFP was reissued with revised specifications and conditions; and that the estimates are higher than the approved 2019 Budget therefore the Committee recommends to each Council to approve the additional funds for the replacement of Mini Pump 621 up to a maximum of $395,000 to be transferred from the Kaladar Barrie Joint Fire Board Reserve Funds; and that this Resolution be provided to both Councils for consideration;
Therefore Be It Resolved That the Committee receives for information North Frontenac Council Resolution #357-19 passed on June 14, 2019 and Addington Highlands Resolution #315-19 passed on May 10, 2019 approving this request.
Carried

b) Resolution #29-19 – Amendments to the Procedural Policy.
Moved by Gerry Martin, Seconded by Kirby Thompson

Whereas the Committee passed Resolution #29-19 at their meeting on May 10, 2019 receiving for information the Secretary’s Administrative Report entitled “Amendment to Procedural Policy – Declarations of Conflict of Interest” and that the Committee approved the amendments and instructed the Secretary to make the amendments and provide a copy the amended Policy and the Declaration of Pecuniary Interest Form to each of the Committee Members;
Therefore Be It Resolved That the Committee approves the amended Procedural Policy and the Declaration of Pecuniary Interest Form.
Carried

7. Member Reports and Staff Administrative Reports
   a) Fire Chief – Kaladar Barrie Fire Department 2018 Annual Report
Moved by Kirby Thompson, Seconded by Fred Perry

Be It Resolved That the Committee receives for information the Kaladar/Barrie Fire Chief’s Administrative Report entitled “Kaladar Barrie Fire Department 2018 Annual Report”.
Carried

8. Financial Reports
   a) Treasurer –
      i. Budgetary Control Report for January 1, 2019 to September 30, 2019;
Moved by Gerry Martin, Seconded by Kirby Thompson

Be It Resolved That the Committee receives for information Budgetary Control Report for the period January 1, 2019 to September 15, 2019 for the Kaladar/Barrie Fire Department;
And That the Committee receives for information the Treasurer’s General Ledger for the period of January 1, 2019 to September 15, 2019 for the Kaladar/Barrie Fire Department;
And That the unaudited financial information provided is subject to adjustments that may be identified when audit work is performed on the year-end financial statements, which could result in significant differences from the unaudited financial information.
Carried

9. Communications
   a) Request from North Frontenac Deputy Mayor Fred Perry – Removal of Brush from along Highway 41 at the Barrie Fire Hall to Improve Visibility.
Moved by Kirby Thompson, Seconded by Gerry Martin

Be It Resolved That the Committee receives for information a request from Fred Perry, Member, requesting the Secretary add the removal of brush from along the Highway at the Barrie Fire Hall to improve visibility when entering onto the Highway from the Hall to the Agenda;
And That the area was brushed in August and that due to the berm it is difficult to see; And That the Committee requests the Chair send a letter to MTO requesting they brush along the highway for site lines due to safety entering the highway on behalf of both Townships.
Carried

10. Public Forum
None.

11. Closed Session
Moved by Gerry Martin, Seconded by Kirby Thompson #42-19
Be It Resolved That the Committee shall go into Closed Session at 9:17 a.m. to:
   a) To Adopt Minutes of a Closed Meeting of the Committee dated May 10, 2019;
   b) To Consider Personal Matters about an Identifiable Individual, Including Municipal or Local Board Employees, more specifically the Fire Chief’s Performance Appraisal.
Carried

Return to Open Session
Moved by Gerry Martin, Seconded by Henry Hogg #43-19
Be It Resolved That the Committee returns to open session at 9:28 a.m.
Carried

12. Rise and Report
None.

13. Adjournment
Moved by Gerry Martin, Seconded by Henry Hogg #44-19
Be It Resolved That the Committee moves to adjourn at 9:42 a.m. until January 10, 2020 at 9:00 a.m. or at the call of the Chair.
Carried

Chair

Secretary
Minutes of the Meeting of the Committee of Adjustment/Planning Advisory Committee for the Township of North Frontenac, held Monday, November 18, 2019, in the Council Chambers, Municipal Office, 6648 Road 506 Plevna, Ontario

Present: Barbara Sproule, Chair; Carl Tooley, Member; Janice Arthur, Member; and Gerry Lichty, Alternate Member.

Also Present: Tara Mieske, Secretary/Treasurer (Clerk/Planning Manager); Brooke Drechsler, Deputy Clerk/Assistant to the Planning Manager; Megan Rueckwald, Manager of Community Planning, County of Frontenac; Jennie Kapusta, Community Planner, County of Frontenac; and Councillor Fred Fowler, Council Liaison.

1. Call To Order
The Chair called the meeting to order at 1:00 p.m. and read the opening remarks.

2. Approval of Agenda
Moved by Janice Arthur, Seconded by Carl Tooley  #49-19
Be It Resolved That the Committee approves the Agenda for the November 18, 2019 Meeting, as amended to hear Item #7 ahead of #6.
Carried

3. Disclosures of Pecuniary Interest and General Nature Thereof
Arthur declared a pecuniary interest (see attached form).

4. Delegations
None.

5. Adoption of Minutes
Moved by Carl Tooley, Seconded by Janice Arthur  #50-19
Be It Resolved That the Committee adopts the Minutes of a Meeting of the Committee of Adjustment/Planning Advisory Committee held on October 21, 2019, as amended.
Carried

7. Consent Applications
a) B7/19 & B9/19 – NF (Pa) Estate of Deloris Maly (River Road) – Creation of Two New Lots.
Bruce Maly, Representative for the Estate of Deloris Maly, was present for the hearing.

Sproule advised she attended the site for the inspection and the Marking Cards were clearly posted. She noted the sketch provided with the application was incomplete and did not including civic addresses, buildings, etc. She noted the small triangle parcel on the south side of Lothlorian Road appears to be too small to be considered a standalone lot. Mr. Maly advised the lot is roughly 2 acres with frontage onto Lothlorian Road.

Sproule asked Mr. Maly to consider deeding the property to the Township if the property is not large enough for a separate lot. Mr. Maly advised he would prefer to have the lot...
remain with the retained lot, as there are resources on the lot such as lumber and minerals. Kapusta advised a clause could be included as a condition stating the lot can’t be transferred independently from the retained lands.

Sproule asked Mr. Maly about the Right-of-Way. Mr. Maly advised it was created to allow the family access to a well. He noted he would like to have the Right-of-Way removed as it is not required.

Sproule noted Lot C was identified as the retained land and a septic system was indicated. Sproule noted the retained parcel is over 50 acres. She advised the planners indicated studies would be required for the lot to stand-alone. She noted if the lot was created and sold, the new owners should be responsible for the required studies for development. Kapusta advised these studies are required to ensure appropriate building envelopes. She noted there is an extensive Environmental Protection (EP) area on Lot C and the ground may not be structurally sound. She advised there is the potential for creating a lot that is unsuitable for development. Therefore Kapusta advised she is recommending it be a lot addition to the already developed lot.

Sproule advised 50 acres seems like enough area to create a building envelope. Kapusta advised she would not be comfortable recommending approval without the required studies; however she noted the decision to approve the application is up to the Committee.

Lichty advised he understands the issues with environmental concerns and soil issues; but noted due diligence should be done by a prospective buyer. Lichty asked how long the property had been within the family. Sproule advised the family had the property in the early 1900s and it was farmed originally. She noted there were mines on the west side which were mined for ore.

Sproule noted the Planner’s Report indicated there was no need for studies if Mr. Maly proceeded as a lot addition unless there is development in the future and the studies would be required prior to the issuance of a building permit.

Sproule asked for clarification of “Certificate of Official” and asked why the Planners were recommending the issuance of the Certificate for B7/19 prior to B9/19. Rueckwald advised the Certificate of Official is created when the conditions imposed by the Committee have been met and is signed and stamped by the Secretary. Rueckwald advised one of the side lots have to be created prior to Lot B being created. If a side lot is not created, 2 lots would be created without the proper process.

Mr. Maly advised the triangle section of land on the east side of Richie Road does not belong to the Maly property and is not part of the severance application. Rueckwald noted the triangle piece was included in the Municipal Property Assessment Corporation (MPAC) mapping boundaries and noted there are occasions when this information is incorrect. Rueckwald advised the boundaries will be corrected when the legal
information is provided. She advised the measurements were provided to address road frontage and do not form part of the severance application.

Kapusta advised she had concerns with the EP area and the Mineral Extraction area on Lot C and she would recommend adding to the smaller parcel. Tooley advised he agrees with Sproule’s statement there should be a potential building envelope on such a large parcel. Lichty agreed there is no need for studies on the parcel.

Fowler asked if the same provision would apply to the other lots. Kapusta advised there are no organic soils or Natural Hazards on the other lots and there is some existing development.

Mieske read aloud the public comments received regarding the severance applications.

Rueckwald advised the proposed lots comply with the required lot frontage and area. She noted if the registered survey is not similar to the sketch provided with the application, Mr. Maly would have to begin the severance process again. She noted the issues with boundaries are a civil issue. She advised if there is discrepancy when the Registered Plan is provided for review, the Committee can reconsider the application.

Mr. Maly advised the severance application is only for the property located on the west side of the road and does not include any property on the east side.

Betty Lou McCann, neighbouring property owner, advised the triangle shaped piece on the east side of the road is part of a problem identified in conversion in 2003. She advised the east and west side were identified as half lots in a square shape. Ms. McCann advised that, by title, the Maly estate owns part of her front lawn. She advised she has no issue with the proposed severance applications; however, she has an issue with the timing of applications. Ms. McCann advised Nancy Grazelle, of Service Ontario, has made decisions with respect to the area that encompasses the other triangle, which is connected to the property with an old log cabin. Sproule advised the proposed severance does not include this area.

Ms. McCann advised the area belongs to Mr. Maly’s PIN. She advised she had applied to Nancy Grazelle to fix the issues. She noted land conversions caused odd pieces on the west side of Lot 25. Ms. McCann advised she is concerned with what will happen if the land is not dealt with prior to approval of the proposed severances and she would like the applications deferred until rulings are received on the properties with title issues.

Sproule advised if the proposed severances are approved, the registered surveys must match the sketch provided or the applicants must start the process again. Sproule noted the Committee cannot deal with boundaries or property lines. She advised if the information provided is incorrect, the application will lapse.
Ms. McCann advised this is not a simple issue and she could provide the Committee with the report from Nancy Grazelle. She noted there are title issues and she has issues with the applicant moving forward without a ruling on the properties.

Rueckwald advised the issue of boundaries and property lines are civil matters and not matters before the Committee. She noted the conditions imposed must be met prior to the deeds being issued.

Ms. McCann advised the drawings provided are inaccurate. Rueckwald advised the mapping provided with the Planning Report was created using MPAC assessment information and PIN information. She noted the MPAC information is not always accurate.

Ms. McCann advised there are huge issues with boundaries in the area. She asked the Committee acknowledge there are issues with the boundaries impacting property owners. Ms. McCann noted she had approached the Township and was told to contact MPAC. She noted the severance process will add one more layer of confusion to the issues and wanted to ensure all the land title issues could be fixed.

Tooley advised he understands Ms. McCann’s concerns but noted the Committee can’t get into legal issues. He advised they can only look at the information provided by the applicant. He advised if the application is deferred until the issues are fixed, this could take years.

Sproule advised the Secretary will review the registered survey to make sure if follows the sketch provided with the application.

Ms. Belafontaine, neighbouring property owner, advised she has no objections to the proposed severance; however she would like to obtain an independent survey opinion.

Sproule asked the Planners if the public could view the registered survey provided by the applicant. Rueckwald advised the registered survey would not be available to public. She advised the lots must comply with the Zoning By-law. She noted the survey and deeds would be reviewed to ensure the information is accurate.

Mieske read the standard conditions, as well as the conditions recommended in the Planning Report, and explained what would be required by the applicant.

Sproule asked if Mr. Maly would prefer to deal with Lot C as a lot addition or as a stand-alone lot. Mr. Maly advised he would leave Lot C as a lot addition so as not to complicate the application further.

Tooley asked if Mr. Maly like to proceed, with all the information presented at the meeting including the conditions, recommendations from Planners and comments from public.
Mr. Maly advised he would like to go ahead and deal with the issues as they arise. He noted if members of the public are getting their own survey, the issues should be resolved. He noted this is an estate, which has to be settled and advised he does not feel responsible to settle PIN issues of other property owners. Mr. Maly acknowledged that he understands if there is discrepancy between the registered survey and sketch provided to the Committee, he will have to start the process again.

Paul Fisher advised he is positive the boundary lines will not match. He noted he has done extensive research on the log cabin. Mr. Fisher noted he does not feel the information provided by Mr. Maly is correct. He advised that, other than a desire to clean up estate issues, he did not see a reason not to wait to approve the proposed severance application.

Rueckwald advised the issue of the lot addition does not have to be considered at this meeting as the lots may merge when placed into the same ownership, depending on how the lawyer deals with the lots. She noted the lot addition does not have to be included as a condition; however, she advised the Committee should add a condition that there should be an agreement that the small triangle created by the transfer of Lothlorian Road cannot be sold independently.

Moved by Gerry Lichty, Seconded by Carl Tooley #51-19

Be It Resolved That Severance Applications B7/19 and B9/19 NF (Pa) – Estate of Deloris Maly, Part of Lots 24 and 25, Concession 2, geographic Township of Palmerston, for the creation of Two New Lots shall be approved subject to Standard Conditions # 1, 2, 3, 4, 5, 7 and 12;

And That a condition be added that the lot to be created through Consent Application B/07-19-NF (Pa) must be finalized and registered at the Land Registry Office prior to the issuance of the Certificate of Official for the lot to be created through Consent Application B/09-19-NF (Pa);

And That a condition be added that the Lothlorian Road be surveyed at a width of 20 metres wide along the length of Lothlorian Road which crosses over the subject lands; as a separate part at the owner's expense; these lands be dedicated to the Township of North Frontenac and the deed from the owner to the Corporation of the Township of North Frontenac shall include the following clause: “The Transferor hereby transfers the lands to the municipality for the purpose of widening the adjacent highway pursuant to Section 31(6) of the Municipal Act, 2001, Chapter 25, as amended”; the Transfer/Deed for the land to be dedicated shall be registered by the Owner at the Owner's expense; and a letter of opinion of a solicitor qualified to practice law in the Province of Ontario be provided to the Secretary-Treasurer prior to stamping of Deeds confirming that the municipality acquired good and marketable title to the land free and clear of all liens and encumbrances;

And That a condition be added that the triangle created by the transfer of Lothlorian Road have an agreement registered that this parcel cannot be sold independent of the retained lands;

And That the Secretary shall issue a Notice of Decision by December 3, 2019 using the Conditions listed above;
And That the Secretary shall forward the Notice to the Applicant and each person or public body that made a written request to be notified and any other person or public body prescribed;
And That all conditions shall be completed within a period of one year after Notice of Decision was given under subsection 53(15) or 53(24) of the Planning Act. Carried

7. Business Arising From Minutes
a) Minor Variance Application A5/19 – Gordon and Patricia Wight (1062 Maple Lane) – Relief from the following Sections of Zoning By-law #55-19:
   i. 3.24(d) – Renovation, Repair and Reconstruction of Existing Non-Complying/Non-Conforming Building;
   ii. 3.27(e) and 4.9.3 (a) - Reduction in Setback from High Water Mark of Waterbody;
   iii. 3.27(g) – Reduction in Setback of All Main Use Structures from a Private Lane/Right-of-Way.

Jerry Salmond, Agent, and Earl Salmond were present at the hearing.

Sproule advised the Committee had requested revised plans and information about the foundation from the applicants. She noted there were many items in the application review and suggested the Committee review each item individually.

Earl Salmond presented a detailed sketch regarding the distance between the high water mark and the foundation to the Committee for information purposes.

Sproule asked if Mississippi Valley Conservation Authority (MVCA) had been consulted with respect to the work being proposed by the shoreline. Rueckwald advised it is standard practice to consult with MVCA as part of the Minor Variance process. This ensures the Committee is approving work the applicant can obtain a permit for.

Note: Dan Halladay, Chief Building Official (CBO) arrived at this time.

Mr. Salmond advised there is bedrock throughout the area. He noted he will dig down as far as possible, which appears to be approximately 6 to 10 inches. He advised proper silt fencing will be in place to protect the lake from debris.

Tooley asked the CBO to confirm the requirement is dig down 4 feet or until excavation hits bedrock. The CBO confirmed that is what is required and Mr. Salmond agreed with the CBO. Tooley asked the CBO to advise if the 4 foot depth would apply if fill was added to the area. Halladay advised the area must be undisturbed to determine the 4 foot depth.

Lichty noted there is a concrete pier on the side of the deck and the foundation across the front appears to be mixed. Mr. Salmond advised the plan is to remove and rebuild one end of the cottage. Arthur noted she had measured the distance between the rock
wall and the corner to be 6 feet. Tooley noted he is concerned about equipment coming
down the laneway, the removal of vegetation, the demolition of the deck and the debris
that will potentially go in to the lake. He advised the demolition and reconstruction work
does not appear minor. Mr. Salmond advised he will put MTO approved silt fencing up
to protect the shoreline. Rueckwald noted MVCA had included recommendations in
their report with respect to the use of silt fencing during construction and revegetation of
the area when the construction has been completed.

Arthur advised she was disappointed the applicants did not submit accurate plans. She
noted the plans submitted lacked dimensions and advised the increase in the footprint
seems to be 24%. She noted the increase in living space with the inclusion of the loft is
60%. She advised the increase in the volume of the entire structure more than doubles
with the proposed reconstruction. Arthur stated she agrees with everything the
applicants have requested except for the new deck and the loft area.

Mr. Salmond advised the loft area would be located at the back of the cottage and is not
intended for living quarters, only additional storage. He advised the roof line would slope
towards the back.

Rueckwald noted the request for height complies with the provisions in the Zoning By-
law. She advised the Minor Variance was required as the applicants are proposing to
expand within the 30 metre setback. She noted the additional footprint on the ground is
supported by the Planners, as they prefer to see a structure go up as opposed to
expanding further out. She noted the Planners consider where the current structure is
and what could be rebuilt. Rueckwald noted a decision of the Ontario Municipal Board
(now Local Planning Appeal Tribunal) regarding the right to rebuild in the same footprint
has set precedence. She advised property owners have the legal right to demolish a
structure and rebuild in the same footprint, regardless of the setbacks. She advised,
based on the topography of this property, there is limited space for the structure to be
moved back and rebuilt, as the new septic system is being installed beyond the 30
metre setback. Rueckwald advised the request for additional decking on the side of the
cottage is not supported as there is adequate decking. She noted a 60% increase in
living space may be considered minor on some properties, but not on other properties.

Arthur advised she still maintains the increase in volume is not minor. Rueckwald
advised the Committee should consider the impact of the development as a whole.
Tooley noted an increase in living area may increase the amount of people using the
property.

Mr. Salmond advised the loft area will only encompass half of the building and be used
as a storage area. Arthur noted the proposed cottage will be 15 feet high at the back
and 18 feet at the front. She advised this increase is substantial.

Rueckwald noted that, prior to the Township’s new Zoning By-law, a Minor Variance
was not required if the proposed construction did not encroach closer to the high water
mark.
Lichty advised he is in favour of squaring off the building but remains unsure of the proposed upper level. He noted the proposed increase in height does meet the provisions of the Zoning By-law.

Tooley asked Mr. Salmond if the new roof would be shingles or steel. Mr. Salmond advised it would be a steel roof. Tooley asked if eaves troughing would be installed at the back of the building to deal with run off. Mr. Salmond advised it would. Rueckwald advised eaves troughing was also a recommendation from MVCA.

Tooley noted the new septic system is an improvement, but asked for confirmation that KFL&A Public Health was supportive. Kapusta advised the septic system is being installed outside the 30 metre setback. She noted, as per Public Health, the pump chamber must be located beside the cottage and is considered plumbing; therefore a Minor Variance is not required for the pump chamber. Sproule noted the septic tank and field have been located on top of the hill, outside of the required setback.

Arthur advised MVCA, in their report, supported moving the cottage beyond Maple Lane and she agreed with this recommendation. She noted she would like the CBO’s opinion on possible relocation of the cottage. The CBO advised it was not his place to offer an opinion on relocation. Mieske advised the Committee the new Zoning By-law allows residents to rebuild a structure in the same footprint provided there is no increase in size.

Lichty noted there are hydro lines located across the back lot, in the area the septic system is being installed.

Tooley advised he is supportive of the reconstruction in the same foundation, provided the building is the same size, with an interior reconfiguration; however he advised he does not support the loft space.

Sproule advised she also agrees the loft should not be permitted and she supports the recommendations from MVCA. She advised the cottage should have a single roof with no loft area.

Arthur advised the new section of the cottage has a shed style roof. She advised the roof line could be 8 feet at the back of the dwelling, with the front matching the newer section of roof line.

Rueckwald asked if the concern of the Committee is the increase in living space or the increase in volume. She advised, if the application was deferred, the Committee should provide further direction to the Applicants. If there is no increase in height, the applicants could come back with drawings indicating what could be done.
Mr. Salmond advised the applicants would prefer a small building with an open sitting area and the intent was to create additional storage space. He advised the applicants did not want to encroach any closer to the water.

Sproule advised the Committee would not support an additional deck on the north side of cottage; however she advised they would support the addition to the rear of the cottage and to enclosing a portion of the south east corner of the deck to be used as living space. Arthur advised she was in agreement with enclosing the deck with the outdoor fireplace as a compromise to denying the loft.

Sproule reiterated the Committee is not in favour of the decking along the side of the cottage or the loft. She noted a single roof no taller than existing new roof, which would follow the same roof line as the existing roof, would be supported.

Note: Brooke Drechsler left the meeting at this time.

Moved by Janice Arthur, Seconded by Carl Tooley

Be It Resolved That Minor Variance Application A5/19 — Gordon and Patricia Wight, Part of Lot 23, Concession 7, Geographic Township of Barrie, shall be approved as per the Decision dated November 18, 2019;

And That the Secretary shall forward a copy of the Notice of Decision to the Applicant and each person or public body that made a written request to be notified and any other person or public body prescribed by November 28, 2019.

Carried

8. Minor Variance Applications

a) A8/19 — Kris and Brooke Quarrington (1124 Young Lane) - Relief from Section 3.24 (d) of Zoning By-law #55-19 regarding the Renovation, Repair or Reconstruction of an Existing Non-Complying/Non-Conforming Building or Structure

Moved by Carl Tooley, Seconded by Gerry Lichty

Be It Resolved That Minor Variance Application A8/19 — Kris and Brooke Quarrington Part of Lot 32, Concession 5, Geographic Township of Palmerston, shall be deferred to a future Committee of Adjustment/Planning Advisory Committee meeting.

Carried

Note: Janice Arthur left at this time.

9. Other Business

a) Clerk/Planning Manager (Secretary) – Administrative Report – Proposed 2020 Committee of Adjustment Meeting Dates.

Moved by Carl Tooley, Seconded by Gerry Lichty
Be It Resolved That the Committee receives for information the Administrative Report from the Clerk/Planning Manager entitled “Proposed 2020 Committee of Adjustment Meeting Dates”;

And That the Committee approves the Committee Meeting Schedule as follows:

<table>
<thead>
<tr>
<th>Month</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>January, 2020</td>
<td>20, 1:00 p.m.</td>
<td></td>
</tr>
<tr>
<td>February, 2020</td>
<td>18, 1:00 p.m.</td>
<td></td>
</tr>
<tr>
<td>March, 2020</td>
<td>16, 1:00 p.m.</td>
<td></td>
</tr>
<tr>
<td>April, 2020</td>
<td>20, 1:00 p.m.</td>
<td></td>
</tr>
<tr>
<td>May, 2020</td>
<td>19, 1:00 p.m.</td>
<td></td>
</tr>
<tr>
<td>June, 2020</td>
<td>15, 1:00 p.m.</td>
<td></td>
</tr>
<tr>
<td>July, 2020</td>
<td>20, 1:00 p.m.</td>
<td></td>
</tr>
<tr>
<td>August, 2020</td>
<td>17, 1:00 p.m.</td>
<td></td>
</tr>
<tr>
<td>September, 2020</td>
<td>21, 1:00 p.m.</td>
<td></td>
</tr>
<tr>
<td>October, 2020</td>
<td>19, 1:00 p.m.</td>
<td></td>
</tr>
<tr>
<td>November, 2020</td>
<td>16, 1:00 p.m.</td>
<td></td>
</tr>
<tr>
<td>December, 2020</td>
<td>21, 1:00 p.m.</td>
<td></td>
</tr>
</tbody>
</table>

Carried

10. Adjournment

Moved by Gerry Lichty, Seconded by Carl Tooley #55-19

Be It Resolved That the meeting adjourns at 4:09 p.m. until December 16, 2019, at 1:00 p.m. or at the call of the Chair.

Carried

Approved by the Committee December 16, 2019

Sincerely,

[Signature] [Signature]

Chair Secretary-Treasurer

Received for information by Council __________________________. 2019.
Declaration of Pecuniary Interest

As per Section 5.1 of the Municipal Conflict of Interest Act, at a meeting at which a member discloses an interest, the member must file a written statement on the form provided by the Clerk of the member's interest at the meeting or as soon as possible afterwards.

1. [Print full name], declare a pecuniary interest in

Item: 7 on the Council Meeting Agenda.

(Agent Item #) (Date of Council Meeting)

I am making this declaration due to (general nature of pecuniary interest):

[Signature]

I confirm that I will not vote on the matter, I will not take part on discussion on any question in respect of the matter, and I will not attempt in any way whether before, during or after the meeting to influence the voting on any such question.

(Signature of Council Member) (Date)

Clerk's Acknowledgement:

Received on [Date] by [Print full name]

[Signature]

Signature of Clerk or Designate
Note: Per Resolution #510-16, information will be provided by the Council Member with respect to Portfolio/Liaison Positions to Council as a Verbal Report. However, if any action is requested, an Administrative Report shall be provided by the Council Member to Council. Updates from Council Committees/Task Forces will be provided through the applicable Minutes/Notes.

<table>
<thead>
<tr>
<th>Council Member</th>
<th>Portfolio</th>
<th>Responsibilities</th>
<th>Resolution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mayor Higgins</td>
<td>County Business</td>
<td>• Update Council on County Council decisions/activities</td>
<td>#556-18</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• County Council Seniors Housing Task Force</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Education</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Eastern Ontario Leadership Council (EOLC)</td>
<td>• Update Council on EOLC decisions/activities</td>
<td>#630-19</td>
</tr>
<tr>
<td>Councillor Perry</td>
<td>Health</td>
<td>• Representative on the Lakelands Family Health Team Committee</td>
<td>#559-18</td>
</tr>
<tr>
<td></td>
<td>Conservation</td>
<td>• Conservationists of Frontenac Addington (COFA)</td>
<td>#559-18</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Contact person (liaison) Mazinaw Area Fish and Wildlife Committee</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Liaison with Ministry of Natural Resources and Forestry</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lake Associations</td>
<td>• Ward 1 – Liaison Only</td>
<td>#244-19</td>
</tr>
</tbody>
</table>
| Councillor Hermer | Long Term Care and Social Services – Provide reports | • County of Frontenac’s Affordable Seniors Housing Task Force  
  • Contact person (liaison) Land O’Lakes Community Services and NF Community Services  
  • Contact Person (liaison) Community Living North Frontenac  
  • Provide reports to Council (per Resolution #630-19) | #559-18 |
| Deputy Mayor Martin | County Business – Second Member | • Update Council on County Council  
  • Update Council on Long Term Care (per Resolution #630-19) | By-law #98-18 |
| North Frontenac Historical and Archives Society | Provide reports to Council | #630-19 |
| Lake Associations | Ward 2 – Liaison Only | #630-19 |
| Councillor Fowler | North Frontenac Trails Enhancement | • Trail Organization and Enhancement  
  • Contact person (liaison) with Eastern Ontario Trails Alliance  
  • K&P Trails  
  • Ottawa ATV Club  
  • Snow Road Snowmobile Club (per Resolution #630-19) | #559-18 |
| Committee of Adjustments/Planning Advisory Committee | Council Liaison | #559-18 |
| Councillor Inglis | Mississippi Valley Conservation Authority (MVCA) | • MVCA Board Member | #559-18 |
| Lake Associations | Ward 3 – Liaison Only | #630-19 |
By-law # 01-20

Being a By-law to Authorize the Mayor and Clerk to Enter into a Development Agreement on Behalf of the Corporation of the Township of North Frontenac with Kelly Holtfoster (Furlotte)

Whereas a Minor Variance was granted by the Committee of Adjustment for the purpose of enlarging an existing dwelling at a setback less than required by the Zoning By-law;

And Whereas a condition of the approval for the Minor Variance Application required that the Owner enter into an Agreement with the Township of North Frontenac, to be registered on title and binding upon the owners and their successors, heirs and assigns in title, ensuring certain mitigative measures are taken for the protection of the lake;

Now Therefore the Council for The Corporation of the Township of North Frontenac enacts as follows:

That the Mayor and the Clerk are hereby authorized to execute the Development Agreement between Kelly Holtfoster (Furlotte) and the municipality in the form of the Agreement attached as Schedule “A” to this by-law;

And That all resolutions, by-laws or parts of by-laws, which are contrary to or inconsistent with this by-law, are hereby repealed.

And That this by-law shall come into full force and effect from and after its passing.

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

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

____________________________  ________________________
Mayor                                      Clerk
The Agreement made this 17th day of January, 2020.

Between:

Kelly Gayle Holtfoster (Furlotte) hereinafter called the “Owner”,
Party of the First Part

-and-

The Corporation of the Township of North Frontenac hereinafter called the “Municipality”,
Party of the Second Part

Whereas the Owner is the registered Owner in fee simple of certain lands located in the Township of North Frontenac, geographic Township of Barrie (the “Owners’ Lands”);

Whereas Minor Variance Application A10/19 was submitted to the Committee of Adjustment (the “Committee”) for the Municipality for the purpose of enlarging an existing dwelling at a setback less than required by the Zoning By-law;

And Whereas the Committee granted to the Owner its approval of a variance in its decision dated December 16, 2019, subject to the Applicant entering into a Development Agreement on the Owner’s Lands as described in Schedule “A” to this Agreement;

And Whereas it was a condition of the Committee’s approval that the Owner enters into this Agreement with the Municipality on the terms set out;

Now Therefore Witnesseth, that in consideration of the mutual covenants and agreement contained herein, the parties agree each with the other as follows that:

This agreement shall apply to the Owner’s Lands and the Municipality shall be entitled to enforce its provisions against the Owner and against any or all subsequent Owners of the said Lands.

1. That there shall be no additional footprint within 30 metres of the waterbody, with any additional hardened structures, including porches and decks.

2. That with the exception of the existing clearing in front of the dwelling, the remainder of the shoreline shall be retained, to a minimum depth of 15 metres. This effort will help to mitigate the effects of erosion and surface runoff into the water.

3. That construction debris shall be regularly picked up to prevent construction debris from blowing into the lake.

4. That sediment control measures shall be implemented throughout the construction process (mainly the placement of a sediment barrier such as staked straw bales between exposed soil and the lake). The sediment barrier shall remain in place until all disturbed areas have been stabilized and re-vegetated.

5. That eavestrough shall be installed and drained to a well vegetated area to the back of the cottage.

In Witness Thereof the Parties hereto have hereunto set their hands and seals as of the day and year first written above.

Signed, Sealed and Delivered

In the presence of

Witness

Kelly Gayle Holtfoster (Furlotte)
The Corporation of the Township of North Frontenac

_____________________________
Ron Higgins, Mayor

_____________________________
Tara Mieske, Clerk

We have authority to bind the corporation.
Schedule ‘A’

Owner’s Lands

Part of Lot 19, Concession 5 and Part of the Shoreline Road Allowance being Part 1 on Registered Plan 13R-20093, Geographic Township of Barrie, Township of North Frontenac.

PIN 36178-0408
The Corporation of the Township of North Frontenac

By-law # 02-20

Being a By-law to Authorize Borrowing from Time to Time to Meet Current Expenditures during the Fiscal Year ending December 31, 2020

Whereas pursuant to Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, and amendments thereto, 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 pursuant to Section 5(3) of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto, provides that a municipal power, including a municipality’s capacity, rights, powers and privileges under section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

And Whereas pursuant to Section 407(1) of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto, provides a municipality with authority for temporary borrowing, until the taxes are collected and other revenues are received, of the amounts that the municipality considers necessary to meet the expenses of the municipality for the year;

And Whereas pursuant to Section 407(2), (3) and (4) of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto, provides that except with the approval of the Ontario Municipal Board, the total amount borrowed at any one time plus any outstanding amounts of principal borrowed and accrued interest shall not exceed, (a) from January 1 to September 30 in the year, 50 per cent of the total estimated revenues of the municipality as set out in the budget adopted for the year; and (b) from October 1 to December 31 in the year, 25 per cent of the total estimated revenues of the municipality as set out in the budget adopted for the year. Until the budget is adopted in a year, the limits upon borrowing under subsection (3) shall temporarily be calculated using the estimated revenues of the municipality set out in the budget adopted for the previous year. Estimated revenues do not include revenues derivable or derived from, (4) (a) arrears of taxes, fees or charges; or (4) (b) a payment from a reserve fund of the municipality, whether or not the payment is for a capital purpose;

Now Therefore the Council of the Corporation of the Township of North Frontenac hereby enacts as follows:

1. That the Head of Council and the Treasurer are hereby authorized to temporarily borrow from time to time by way of promissory note or banker’s acceptance during the year 2020 (hereby referred to as the current year) such sums as may be necessary to meet, until the taxes are collected and other revenues received, the current expenditures of the Corporation and the other amounts that are set out in Section 407 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto.
2. That the lender(s) from whom amounts may be borrowed under authority of this by-law shall be Bank of Montreal and such other lender(s) as may be determined from time to time by resolution of Council.

3. That the total amount which may be borrowed at any one time under this by-law, together with the total of any similar borrowings that have not been repaid, shall not exceed the limits set out in Section 407(2) and 407(3) and 407(4) of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto.

4. That the Treasurer shall, at the time when any amount is borrowed under this by-law, ensure that the lender is or has been furnished with a certified copy of this by-law, a certified copy of the resolution mentioned in Section 2 of this by-law which determines the lender if applicable and a statement showing the nature and amount of the estimated revenues for the current year and also showing the total of any other amounts borrowed from any or all sources under the authority of Section 407 of the Municipal Act, 2001, S.O. 2001, c.25 and amendments thereto, that have not been repaid, excluding amounts borrowed from the Corporation’s reserve(s)/reserve funds.

5. That promissory notes or banker’s acceptances made under Section 1 of this by-law shall be signed by the Treasurer and the Head of Council.

6. That the Treasurer is hereby authorized to temporarily borrow from the reserve(s)/reserve funds of the Corporation sums as may be necessary to meet the current operating expenditures of the Corporation.

7. That all resolutions, by-laws or parts of by-laws which are contrary to or inconsistent with this by-law are hereby repealed.

8. That this by-law shall take effect immediately upon the passing hereof.

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

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

______________________________         ______________________________
Mayor                                                           Clerk
The Corporation of the Township Of North Frontenac

By-law # 03-20

Being a by-law to provide for an Interim Tax Levy for the year 2020 to be made before the adoption of the estimates for the year and to provide for the payment of taxes, and to provide for penalty and interest charges for non-payment of taxes.

Whereas pursuant to Section 317(1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that a local municipality, before the adoption of the estimates for the year under section 290, may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes;

And Whereas pursuant to Section 317 (3)(1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides the amount levied on a property shall not exceed the prescribed percentage, or 50 per cent if no percentage is prescribed, of the total amount of taxes for municipal and school purposes levied on the property for the previous year;

And Whereas pursuant to Section 290(1) of the Municipal Act, 2001 S.O. 2001, c.25 and amendments thereto, the Corporation of the Township of North Frontenac shall in each year prepare and adopt estimates of the sums it requires during the year for the purposes of the municipality;

And Whereas the Municipal Act, 2001 S.O. 2001, c.25, Section 342, 345, 346, and 347, as amended, authorizes Council to establish due dates, impose late payment charges for the non-payment of taxes or any installments by the due date, payment into bank, and acceptance of part payments and disposition of part payments;

And Whereas the Council of The Corporation of the Township of North Frontenac deems it expedient to provide for an Interim Tax Levy before the adoption of the estimates, and to provide for the payment of same in two equal installments, and to provide for penalty and interest charges for non-payment of taxes, and to fix the dates upon which such Interim Tax Levy shall become due and payable, as hereinafter set forth;

Now therefore the Council of the Corporation of the Township of North Frontenac hereby enacts as follows:

1. That the Interim Tax Levy is hereby imposed and levied at 50% of the total amount of taxes for Municipal, County and Education purposes levied on properties in 2019;

2. And That the said Interim Tax Levy shall become due and payable in two installments as follows: 50% of the Interim Tax Levy shall become due and payable on March 27, 2020 and the balance of the interim levy shall become due and payable on May 28, 2020 and non-payment of the amount on the dates stated in accordance with this section shall constitute default;

3. And That on all taxes of the levy, which are in default after the due date of any installment thereof, a penalty of 1.25% of the amount due and unpaid on the first day of default shall be imposed and thereafter a penalty of 1.25% per month shall be added on the 1st day of each and every month the default continues, until December 31, 2020;

4. And That on all taxes in default on January 1, 2021, interest shall be added at the rate of 1.25% per month for each month in which the default continues;

5. And That penalties and interest added in default shall become due and payable and shall be collected as if the same had originally been imposed and formed part of such unpaid tax levy. All penalties and interest are to be collected first and the principle will be applied to the rates payable as taxes;
6. **And That** monthly tax arrears notices not be sent if the balance outstanding is less than five dollars ($5.00);

7. **And That** the Treasurer shall send a tax bill to the taxpayer’s residence or place of business or to the premises in respect of which the taxes are payable unless the taxpayer directs the treasurer to send the bill to another address, in which case it shall be sent to that address. The Treasurer may send a tax bill to the taxpayer electronically in the manner specified by the municipality, if the taxpayer has chosen to receive the tax bill in that manner;

8. **And That** taxes shall be payable to the Corporation of the Township of North Frontenac by cheque (mailed or in person); or cash or Debit Card (in person) and paid into the office of the Treasurer, 6648 Road 506, Plevna, Ontario K0H 2M0, or via telebanking or internet banking systems with major specified banks (including online Credit Card Payments for property taxes only);

9. **And That** payments made in U.S. funds shall be credited at par, meaning no exchange will be paid as payments are accepted in Canadian Funds only;

10. **And That** all resolutions, by-laws or parts of by-laws which are contrary to or inconsistent with this by-law are hereby repealed.

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

**Read** a third time and passed this 17th day of January, 2020.

_______________________________           _________________________________
Mayor                                                               Clerk
The Corporation of the Township of North Frontenac

By-law # 04-20

Being a By-law to Authorize the Mayor and the Clerk to Sign an Agreement with the Province of Ontario for the Investing in Canada Infrastructure Program (ICIP) Rural and Northern Stream – Transfer Payment Agreement

Now Therefore the Council of the Corporation of the Township of North Frontenac enacts that Ron Higgins, Mayor and Tara Mieske, Clerk are authorized to execute this Transfer Payment Agreement for the transfer of Investing in Canada Infrastructure Program (ICIP) Rural and Northern Stream funds between the Province of Ontario and the Township of North Frontenac for the project involving the reconstruction of approximately 5.3km of Harlowe Road, from 0.33km east of Highway 41 to Myers Cave Road, and approximately 3.7km of Myers Cave Road, from Harlowe Road to Delyea Road, and includes replacement of centreline culverts, road base improvements, drainage improvements, grade raises, clearing and brushing, intersection improvements, pulverizing road surface, and paving throughout including paved shoulders and that said Agreement shall be attached heretofore as Schedule A;

And That all resolutions, by-laws or parts of by-laws, which are contrary to or inconsistent with this by-law, are hereby repealed;

And That this By-law shall come into force and take effect on the date of final passing.

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

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

___________________________  ________________________
Mayor                                        Clerk
TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
RURAL AND NORTHERN STREAM

THIS TRANSFER PAYMENT AGREEMENT for an Investing in Canada Infrastructure Program (ICIP): Rural and Northern Stream Project (the “Agreement”) is effective as of the Effective Date.

BETWEEN:

Her Majesty the Queen in right of the Province of Ontario,
represented by the Minister of Agriculture, Food and Rural Affairs
(“Ontario” or the “Province”)

- and -

Corporation Of The Township Of North Frontenac
(CRA#871181970)

(the “Recipient”)

BACKGROUND

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

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

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

Under the Bilateral Agreement, Canada agreed, amongst other things, to provide contribution funding to the Province under the rural and northern communities infrastructure funding stream of ICIP. This stream supports projects that improve the quality of life in rural and northern communities by responding to their specific needs.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for
the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

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

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

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

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

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

Schedule “A” - General Terms and Conditions
Schedule “B” - Specific Information
Schedule “C” - Project Description, Financial Information, Timelines and Project Standards
Schedule “D” - Reports
Schedule “E” - Eligible Expenditures and Ineligible Expenditures
Schedule “F” - Evaluation
Schedule “G” - Communications Protocol
Schedule “H” - Disposal of Assets
Schedule “I” - Aboriginal Consultation Protocol
Schedule “J” - Requests for Payment and Payment Procedures
Schedule “K” - Committee

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
2.0 CONFLICT OR INCONSISTENCY

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

(a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;

(b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;

(b) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency;

(c) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency; or

(d) The Agreement and the Rural and Northern Communities Funding Stream Ontario Program Guidelines of March 2019 (“the Guidelines”), the Agreement will prevail.

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

4.1 Amending the Agreement. Subject to sections C.5.3 (Amending the Agreement for Minor Changes to the Project Description, Financial Information, Timelines and Project Standards) and D.2.2 (Amending the Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed on the signature page below.

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

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

(a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;

(b) the Province and Canada are not responsible for carrying out the Project;

(c) the Province’s and Canada’s role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;

(d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;

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

(f) Canada is bound by the Access to Information Act (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;

(g) the Recipient has read and understood the Bilateral Agreement;

(h) changes to the Project will require the Province’s and Canada’s approval, which may be subject to the terms and conditions of the Bilateral Agreement;

(i) entering into of the Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature or Parliament to issue any type of approval, licence, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under the Agreement; and

(j) that complete, diligent and timely implementation of this Agreement within the funding limits and deadlines specified herein is imperative.

5.2 Acknowledgement from Province. The Province acknowledges that the Recipient may be bound by the Municipal Freedom of Information and Protection of Privacy Act (Ontario) and any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
6.0 CANADA’S RIGHTS AND INFORMATION SHARING WITH CANADA

6.1 Third Party Beneficiary. The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as “Rights”) undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.

6.2 Sharing of Information with the Province and Canada. The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:

   (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);

   (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and

   (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

[SIGNATURE PAGE FOLLOWS]
The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO**, represented by the Minister of Agriculture, Food and Rural Affairs

<table>
<thead>
<tr>
<th>Date</th>
<th>Name: Ernie Hardeman</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Title: Minister of Agriculture, Food and Rural Affairs</td>
</tr>
</tbody>
</table>

**Corporation Of The Township Of North Frontenac**

<table>
<thead>
<tr>
<th>Date</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Title:</td>
</tr>
</tbody>
</table>

I have authority to bind the Recipient.

<table>
<thead>
<tr>
<th>Date</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Title:</td>
</tr>
</tbody>
</table>

I have authority to bind the Recipient.

[SCHEDULE “A” – GENERAL TERMS AND CONDITIONS Follows]
A.1.0  INTERPRETATION AND DEFINITIONS

A.1.1  Interpretation. For the purposes of interpretation:

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;

(d) any reference to dollars or currency will be in Canadian dollars and currency;

(e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and

(f) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

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

“Aboriginal Community” has the meaning ascribed to it in section I.1.1 (Definitions).

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

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

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

“Bilateral Agreement” means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018.

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

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

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

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

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

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

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

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

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

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

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

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

“Funding Year” means:

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

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

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

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

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

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

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

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

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

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

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

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

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

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

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

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

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

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

“Substantial Completion” or “Substantially Completed” means that the Project can be used for the purpose for which it was intended.

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

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

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

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

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A.2.1 General. The Recipient represents, warrants, and covenants that, in respect of the Project:
(a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

(b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;

(c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;

(d) the Project will be situated within, and will be for the direct benefit of, rural and or northern community with a population of 100,000 people or less based on 2016 Statistics Canada Census Data;

(e) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the Guidelines, including the financial, contractual and reporting requirements; and

(f) any Funds received have not displaced, and will continue to not displace, the Recipient’s own funding and spending on public transit.

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

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

(b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province.

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

(a) procedures to enable the Recipient to manage Funds prudently and effectively;

(b) procedures to enable the Recipient to complete the Project successfully;

(c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;

(d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
(e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

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

**A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION**

A.3.1 **Term.** The term of the Agreement will commenced on the Effective Date and will expire on the Expiry Date, unless it is extended by a written agreement pursuant to section 4.1 or terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 **Substantial Completion.** The Recipient will ensure that the Project is Substantially Completed on or before October 31, 2026.

**A.4.0 FUNDS AND CARRYING OUT THE PROJECT**

A.4.1 **Funds Provided.** Subject to the terms and conditions of this Agreement and only after the Effective Date, the Province will:

(a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;

(b) provide the Funds to the Recipient in accordance with Schedule “J” (Requests for Payment and Payment Procedures); and

(c) deposit the Funds into an account the Recipient designates, provided that the account:

(i) is at a branch of a Canadian financial institution in Ontario; and

(ii) is solely in the name of the Recipient.

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

(a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:

(i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and

(ii) any Funds to the Recipient until the Province and Canada are satisfied with
(b) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and

(c) any payment of Funds is subject to:

(i) the requirements of the Financial Administration Act (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;

(ii) federal and provincial ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient; and

(iii) Canada’s payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province may reduce the amount of Funds or terminate the Agreement in response to a reduction or absence of an appropriation federally or provincially, reduction to ministerial funding levels, or Canada’s failure to make payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or termination of Funds. If any changes to the Agreement are required as a result, the Parties agree to amend the Agreement accordingly.

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

(a) carry out the Project in accordance with the Agreement;

(b) use the Funds only for the purpose of carrying out the Project;

(c) spend the Funds only on Eligible Expenditures that are necessary to carry out the Project on and after the Federal Approval Date;

(d) not use the Funds to cover any Ineligible Expenditure; and

(e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

A.4.4 Interest-Bearing Account. If the Province provides Funds before the Recipient’s
immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario.

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

(a) deduct an amount equal to the interest from the Funds;

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

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

(a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;

(b) if Canada’s total contribution from all federal sources in respect of the Project exceeds sixty percent of Total Eligible Expenditures (as identified in Schedule “C”), the Province or Canada may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or Province or Canada may reduce their respective contributions under the Agreement by an amount equal to the excess; and

(c) if the Total Financial Assistance received in respect of any Project exceeds the one-hundred percent (100%) of Total Eligible Expenditures, the Province may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce its contribution under the Agreement by an amount equal to the excess.

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

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

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

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

(c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and

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

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

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

A.4.12 Retention of Contribution. The Province will retain a maximum of 10% of the provincial funding in respect of the Project (“Holdback”) up until the Recipient has fulfilled all of its obligations under the Agreement for the Project.

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

A.5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that:

(a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and

(b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

A.5.2 Non-Compliance with Acquisition Requirements. If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.
A.5.3 Exemptions to Competitive Awarding. The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded to the satisfaction of Canada and the Province.

A.5.4 Contract Provisions. The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

(a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);

(b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and

(c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:

(i) inspect and audit the terms of any Contract, record or account in respect of the Project; and

(ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

A.5.5 Disposal of Assets. The Recipient will not, unless in accordance with the terms and conditions set out in Schedule “H” (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset during the Asset Disposal Period.

A.6.0 CONFLICT OF INTEREST

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

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

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

(a) the Recipient:

   (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and

   (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;

(b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and

(c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A.7.0 **REPORTING, ACCOUNTING, AND REVIEW**

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

A.7.2 **Preparation and Submission.** The Recipient will:

(a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):

   (i) all Reports in accordance with the timelines and content requirements provided for in Schedule “D” (Reports); and

   (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and

(b) ensure that all Reports and other reports are:

   (i) completed to the satisfaction of the Province; and

   (ii) signed by an authorized signing officer of the Recipient.
A.7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years after the Expiry Date:

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

(b) all non-financial records and documents relating to the Funds or otherwise to the Project.

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

(a) the truth of any of the Recipient’s representations and warranties;

(b) the progress of the Project;

(c) the Recipient’s allocation and expenditure of the Funds.

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

(a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);

(b) remove any copies the Province makes pursuant to section A.7.5(a); and

(c) share any documents, records and findings with Canada.

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

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

(b) coordinating access with any Third Party;

(c) assisting the Province to copy the records and documents;
(d) providing to the Province, in the form the Province specifies, any information the Province identifies; and

(e) carrying out any other activities the Province requests.

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

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

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

(a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and

(b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.

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

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

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

A.8.0 **COMMUNICATIONS REQUIREMENTS**

A.8.1 **Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule “G” (Communications Protocol).
A.9.0 **LIMITATION OF LIABILITY AND INDEMNITY**

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

(a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;

(b) any damage to or loss or destruction of property of, any Person; or

(c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation in relation to the Agreement, the Bilateral Agreement, or the Project.

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

(a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;

(b) any damage to, or loss or destruction of, property of any Person; or

(c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation, except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party’s duties.

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

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

A.9.5 **Settlement Authority.** The Recipient will not enter into a settlement of any
Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

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

A.10.0 INSURANCE

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

(a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient’s obligations under, or otherwise in connection with, the Agreement;

(b) a cross-liability clause;

(c) contractual liability coverage; and

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

A.10.2 Proof of Insurance. At the Province’s request, the Recipient will:

(a) provide to the Province, either:

   (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient’s Insurance); or

   (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient’s Insurance); and

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

A.11.0 TERMINATION ON NOTICE

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

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

(a) Direct the Recipient not to incur any costs for the Project without the Province’s prior written consent;

(b) cancel all further instalments of Funds;

(c) demand the payment of any Funds plus Interest Earned remaining in the possession or under the control of the Recipient; and

(d) Subject to the limits of the Bilateral Agreement, determine the reasonable costs for the Recipient to wind down the Project and do either or both of the following:

   (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to paragraph A.11.2(c); and

   (ii) subject to paragraph A.4.1(a), provide Funds to the Recipient to cover such costs.

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

A.12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

(a) carry out the Project in whole or in part;

(b) use or spend Funds; or

(c) provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to paragraph A.7.2(b).
A.12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

(a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project or to discontinue the Project;

(b) provide the Recipient with an opportunity to remedy the Event of Default;

(c) suspend the payment of Funds for such period as the Province determines appropriate;

(d) reduce the amount of the Funds;

(e) cancel all further instalments of Funds;

(f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient plus Interest Earned;

(g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used plus Interest Earned, but did not use in accordance with the Agreement;

(h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient plus Interest Earned;

(i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and

(j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

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

(a) the particulars of the Event of Default; and

(b) the Remedial Period.

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

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

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

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

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

A.13.0 **FUNDS UPON EXPIRY**

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

A.14.0 **DEBT DUE AND PAYMENT**

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

(a) deduct an amount equal to the excess Funds plus Interest Earned from any further instalments of Funds; or

(b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus Interest Earned.

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

(a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts under the Agreement; or

(b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.
A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.

A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.

A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.14.6 **Funds Are Part Of A Social Or Economic Program.** The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social, health or economic programs or the provision of direct or indirect support to members of the public in connection with social, health or economic policy.

A.15.0 **NOTICE**

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

(a) in writing;

(b) delivered by email, postage-prepaid mail, personal delivery, or courier; and

(c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.

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

(a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and

(b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

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

(a) Notice by postage-prepaid mail will not be deemed to be given; and

(b) the Party giving Notice will provide Notice by email, personal delivery, or courier.
A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT

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

(a) it will do so by Notice;

(b) it may attach any terms and conditions to the consent; and

(c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

A.17.0 SEVERABILITY OF PROVISIONS

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

A.18.0 WAIVER

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

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

(a) be valid only if the Party that consents to the waiver provides the consent by Notice; and

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

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

A.19.0 INDEPENDENT PARTIES

A.19.1 Parties Independent. The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.
A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.20.0 **ASSIGNMENT OF AGREEMENT OR FUNDS**

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

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

(a) the Recipient’s successors and permitted assigns; and

(b) the successors to Her Majesty the Queen in right of Ontario.

A.21.0 **GOVERNING LAW**

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

A.22.0 **FURTHER ASSURANCES**

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

(a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and

(b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.23.0 **JOINT AND SEVERAL LIABILITY**

A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.
A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP

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

A.24.2 Joint Authorship Of Agreement. The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.25.1 Other Agreements. If the Recipient:

(a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "Failure");

(b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate and may deduct amounts owing as a result of such Failure from the funds owing under this Agreement.

A.26.0 SURVIVAL

A.26.1 Survival. Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraphs A.2.1(a), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5
(Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient’s Acknowledgement of Responsibility for Project), A.5.5 (Disposal of Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

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

(a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and

(b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:

(i) *Canadian Environmental Assessment Act, 2012*;

(ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and

(iii) other applicable agreements between Canada and Aboriginal Communities.

A.28.0 ABORIGINAL CONSULTATION

A.28.1 Aboriginal Consultation Protocol. The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule “I” (Aboriginal Consultation Protocol).

A.28.2 Legal Duty to Consult. Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal
Communities, or any other federal consultation requirement, has been, and continues to be met:

(a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and

(b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:

(i) Aboriginal Communities have been notified and, if applicable, consulted;

(ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;

(iii) the Recipient is carrying out accommodation measures, where appropriate; and

(iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.

A.28.3 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community with an interest in the Project.

A.29.0 **COMMITTEE**

A.29.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).

A.29.2 **Notice of Establishment of Committee.** Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.29.1 (Establishment of Committee).

A.30.0 **DISPUTE RESOLUTION**

A.30.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.

A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.

A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.

A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.

A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

**A.31.0 SPECIAL CONDITIONS**

A.31.1 **Special Conditions.** The Province’s funding under the Agreement is conditional upon,

(a) on or before the Effective Date, the Recipient having provided the Province with:

(i) a copy of the by-law(s), council resolution(s) or both or any other necessary instrument applicable to the Recipient authorizing its entry into the Agreement;

(ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);

(iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and

(iv) any other Reports requested by the Province in the format specified.

(b) prior to submitting a request for payment in respect of the Project under the Agreement,
(i) the Recipient having provided the Province with written confirmation that:

a. the Recipient is in compliance with all Environmental Laws, including the Recipient’s obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;

b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and

c. the Recipient has title to and ownership of any real property necessary for the completion of the Project; and

(ii) the Recipient having provided the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and

(c) the Recipient having submitted, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter, on or before February 1 in each of the years 2021, 2023 and 2024, unless the Project have reached Substantial Completion before such date.

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

[SCHEDULE “B” – SPECIFIC INFORMATION FOLLOWS]
SCHEDULE “B”
SPECIFIC INFORMATION

B.1.0 EXPIRATION DATE

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

B.2.0 MAXIMUM FUNDS

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

B.3.0 ONTARIO’S MAXIMUM CONTRIBUTION

B.3.1 Ontario’s Maximum Contribution. Ontario’s Maximum Contribution means $527,233.41, rounded to two decimal places.

B.4.0 CANADA’S MAXIMUM CONTRIBUTION

B.4.1 Canada’s Maximum Contribution. Canada’s Maximum Contribution means $949,115.05, rounded to two decimal places.

B.5.0 ADDRESSEES

B.5.1 Addressees. All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

| Contact information for the purposes of Notice to the Province | Address: Ministry of Agriculture, Food and Rural Affairs  
Rural Programs Branch  
1 Stone Road West, 4NW  
Guelph, Ontario  N1G 4Y2  
Attention: Manager, Infrastructure Renewal Programs  
Email: ICIPRural@ontario.ca |
|---|---|


## Contact information for the purposes of Notice to the Recipient

| **Address:** Township of North Frontenac  
| PO Box 97, 6648 Road 506  
| Plevna, Ontario  
| K0H 2M0  
| **Attention:** Cheryl Robson, Chief Administrative Officer  
| **Email:** cao@northfrontenac.ca |

[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS FOLLOWS]
SCHEDULE “C”
PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS

C.1.0 PROJECT DESCRIPTION

The project involves the reconstruction of approximately 5.3km of Harlowe Road, from 0.33km east of Highway 41 to Myers Cave Road, and approximately 3.7km of Myers Cave Road, from Harlowe Road to Delyea Road, and includes replacement of centreline culverts, road base improvements, drainage improvements, grade raises, clearing and brushing, intersection improvements, pulverizing road surface, and paving throughout including paved shoulders.

C.2.0 FINANCIAL INFORMATION

C.2.1 Total Eligible Expenditures. Total Eligible Expenditures means $1,581,858.42, rounded to two decimal places.

C.2.2 Percentage of Provincial Support. Percentage of Provincial Support means 33.33%, rounded to two decimal places.

C.2.3 Percentage of Federal Support. Percentage of Federal Support means 60%, rounded to two decimal places.

C.3.0 TIMELINES


C.4.0 PROJECT STANDARDS

C.4.1 Canada’s Requirements. In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:

(a) any applicable energy efficiency standards for buildings outlined in Canada’s Pan-Canadian Framework on Clean Growth and Climate Change provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and

(b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.
C.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS

C.5.1 Province’s and Canada’s Consent. Any change to the Project will require the Province’s and Canada’s consent. When seeking to make a change in respect of the Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

C.5.2 Minor Changes to the Project Description, Financial Information, Timelines and Project Standards. Subject to sections C.5.1 (Province’s and Canada’s Consent) and C.5.3 (Amending the Agreement for Minor Changes to the Project Description, Financial Information, Timelines, and Standards), changes that, in the opinion of the Province, are minor may be made, in respect of the Project, to Schedule “C” (Project Description, Financial Information, Timelines and Project Standards).

C.5.3 Amending the Agreement for Minor Changes to the Project Description, Budget, Timelines and Project Standards. Any change made pursuant to section C.5.2 (Minor Changes to the Project Description, Financial Information, Timelines and Project Standards) must be documented through a written agreement duly executed by the respective representatives of the Parties.

[SCHEDULE “D” – REPORTS FOLLOWS]
SCHEDULE “D”
REPORTS

D.1.0 REPORTING REQUIREMENTS

D.1.1 Reporting Requirements. Reports shall be submitted in a manner, format acceptable to the Province, by the due date specified by the Province. Electronic formats or further direction on how to complete the forms will be supplied to the Recipient of all Reports. The Reports will require the Recipient to provide the Province with an attestation as to the accuracy of the information contained therein. The Recipient acknowledges and agrees it will provide such attestation in the applicable Report prior to submitting the Report to the Province.

Reports shall include the following:

(a) Initial Report. The Initial Report will provide the Recipient’s forecast of the timelines and costs (Expenditure forecast) to completion. It also outlines the sources of Recipient funds and confirms other pertinent information regarding the Project.

(b) Claim and Progress Report. The Claim and Progress Report provides an update on the Project’s status, as well as a breakdown of amounts that are being claimed for reimbursement.

Claims may be submitted as frequently as needed, but no less than twice a year (if costs have been incurred). If no costs have been incurred in the previous six months, the Recipient will notify the Province that no claim is being submitted for that period. When submitting claims, the report must include a detailed breakdown of invoices that are being claimed for reimbursement. Note that copies of invoices and any associated backup must be provided at the time of claim submission, as directed by the Province.

The Recipient will include an updated record documenting its consultation with Aboriginal Groups, if consultation with any Aboriginal Community is required, in its Progress Report or upon request by the Province or Canada.

If requested by the Province, the Recipient will provide further details on the risk assessment the Recipient provides in respect of any Progress Report.

(c) Final Report. The Final Report summarizes the Project’s final timelines, costs, and outcomes. It may also include a Declaration of Substantial Completion and a Declaration of Completion.
The Final Report will be submitted to the Province within sixty (60) Business Days of Substantial Completion or December 31, 2026, whichever is earlier.

(d) **Other Reports.** On or before such date and with such content as the Province directs, the Recipient must provide the Province with other Reports, including but not limited to:

(i) Climate Change Resilience Assessments;

(ii) Greenhouse Gas Emissions Assessments; and

(iii) Community Employment Benefit Assessments.

**D.2.0 CHANGES TO SCHEDULE “D” (REPORTS)**

D.2.1 **Minor Changes to the Reporting.** Subject to section D.2.2 (Amending the Agreement for Minor Changes to the Reporting), the Parties may make changes to this Schedule “D” (Reports) that, in the opinion of the Province, are minor.

D.2.2 **Amending the Agreement for Minor Changes to the Reporting.** Any change made to this Schedule “D” (Reports) pursuant to section D.2.1 (Minor Changes to the Reporting) must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Project Specific Information).

**D.3.0 COMPLIANCE AUDIT(S)**

D.3.1 **Compliance Audit(s).** Without limiting the generality of section A.7.4 (Records Review), the Recipient may be required by the Province, at its own expense, to retain an independent third party auditor to conduct one or more compliance audits of the Recipient. If applicable, the audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. The audit will assess the Recipient’s compliance with the terms of the Agreement and will address, without limitation, the following:

(a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;

(b) the Project’s progress or state of completion;

(c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
(d) whether the Recipient’s information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;

(e) the overall management and administration of the Project;

(f) recommendations for improvement or redress; and

(g) whether prompt and timely corrective action is taken on prior audit findings.

[SCHEDULE “E” - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES FOLLOWS]
SCHEDULE “E”
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Subject to the terms and conditions of this Agreement, Eligible Expenditures shall only include all direct and necessary costs for the successful completion of the Project, and that are in the Province’s and Canada’s sole and absolute discretion, properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are acceptable to the Province and Canada, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but include:

a) Costs directly associated with joint communication activities that are set out in Schedule “G” (Communications Protocol) of this Agreement, including the costs of communications support and logistics;
b) Costs of Aboriginal consultation and engagement on matters pertaining to the Project, including the costs associated with translating of documents into languages spoken by an affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by the Province in writing prior to being incurred;
c) The incremental costs of the Recipient’s staff or employees provided that:
   i. The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required goods or services at the best value for money; and
   ii. The arrangement is approved in advance in writing by the Province and Canada.
d) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
e) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with the conduct and participation in consultation and engagement activities with Aboriginal Groups, if applicable, that were incurred after February 15, 2018.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 The following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

a) Costs incurred prior to the Federal Approval Date;
b) Costs incurred after October 31, 2026;
c) All expenditures related to Contracts awarded or executed prior to the Federal Approval Date;
d) Costs incurred for terminated or cancelled Projects;

e) Costs related to developing a business case or proposal or application for funding;

f) Costs associated with the acquisition, expropriation or leasing of:

i. Land,

ii. Buildings, or

iii. Other facilities

g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;

h) Costs that have not been claimed for reimbursement by March 31st of the year following the year in which the costs were incurred;

i) Capital costs, including site preparation and construction costs, incurred before the Recipient has been notified in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;

j) Costs related to any component of the Project other than its approved scope;

k) Costs related to any underground infrastructure;

l) Costs related to recreational trails;

m) Real estate fees and related costs;

n) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;

o) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;

p) Expenditures related to any goods and services which are received through donations or in-kind Contributions;

q) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;

r) Unreasonable meal, hospitality or incidental costs or expenses of Third Parties;

s) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;

t) Taxes of any kind;

u) Costs of relocating entire communities;

v) In the Province’s sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule “G”;

w) Any amounts incurred or paid by the Recipient to an entity that is not at arm’s length from the Recipient, except in accordance with the list of Eligible Expenditures above;
x) Costs incurred contrary to Article 5 of Schedule “A” (Recipient’s Acquisition of Goods and Services and Disposal of Assets);

y) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Cost.

z) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);

aa) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock; and

bb) Any costs associated with projects which are determined by the Province and Canada, in their sole discretion, to be:

   (i) Housing;

   (ii) An early learning and childcare facility;

   (iii) A health facility, or an education facility;

   (iv) A health facility, or an education facility, except to benefit Indigenous peoples by advancing the Truth and Reconciliation Commission’s Calls to Action, as approved by Canada;

   (v) A highway or trade corridor infrastructure, except for portions that connect communities that do not already have year-round access; or

   (vi) Resource development infrastructure, notably industrial resource development access roads.

[SCHEDULE “F” – EVALUATION FOLLOWS]
F.1.0 PROJECT AND ICIP EVALUATIONS

F.1.1 Recipient’s Participation in Projects and ICIP Evaluations. The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of the Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.

F.1.2 Results of Project and ICIP Evaluations. The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

[SCHEDULE “G” – COMMUNICATIONS PROTOCOL Follows]
SCHEDULE “G”
COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 Definitions. For the purposes of this Schedule “G” (Communications Protocol):

“Joint Communications” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

(a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient; and

(b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

G.2.1 Purpose. This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 Guidance. This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 Application to Communications Activities. The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 Information to Canadians. Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 Factors to Consider. The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.
G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.

G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.

G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

G.4.0 **JOINT COMMUNICATIONS**

G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of the Project.

G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties and Canada.

G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of the Project.

G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.

G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).

G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.

G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at
https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

G.5.1 Canada’s Obligations. Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.

G.5.2 Restrictions. Each Party may include general ICIP messaging and an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.

G.5.3 Publication. The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.

G.5.4 Canada’s Recognition in Documents. In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada’s and the Province’s respective financial contribution for the Project.

G.5.5 Acknowledgement of Support. Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province’s and Canada’s support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

G.6.1 Responsibility of Recipient. The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the Official Languages Act of Canada.

G.7.0 MEDIA RELATIONS
G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

G.8.0 **SIGNAGE**

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.

G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at the Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of the Project, the Recipient will:

(a) on the marker, recognize the Province’s and Canada’s contributions; and

(b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada’s and the Province’s respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

G.8.6 **Size of Sign.** If erected, signage recognizing Canada’s and the Province’s respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, or as otherwise agreed upon.
G.9.0 COMMUNICATING WITH RECIPIENT

G.9.1 Facilitation of Communications. The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

G.10.1 Notice of Advertising Campaigns. Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

[SCHEDULE “H” – DISPOSAL OF ASSETS Follows]
SCHEDULE “H”
DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

H.1.1 Definitions. For the purposes of this Schedule “H” (Disposal of Assets):

“Asset Disposal Period” means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

H.2.0 DISPOSAL OF ASSETS

H.2.1 Asset Disposal Period. Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of the Project for the Asset Disposal Period.

H.2.2 Disposal of Asset and Payment. If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province for any Funds received for the Project

[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]
SCHEDULE “I”
ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 Definitions. For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“Aboriginal Community”, also known as “Aboriginal Group”, includes First Nations, Métis, and Inuit communities or peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the Constitution Act, 1982.

“Section 35 Duty” means any duty the Province and Canada may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the Constitution Act, 1982.

I.2.0 PURPOSE

This Schedule sets out the respective roles and responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project and serves to specify the procedural aspects of consultation delegated from the Province and Canada to the Recipient.

I.3.0 PROVINCE’S ROLES AND RESPONSIBILITIES

The Province is responsible for:
(a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
(b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
(c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
(d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as the Province may require;
(e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
(f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

I.4.0 RECIPIENT’S ROLES AND RESPONSIBILITIES.

The Recipient is responsible for:
(a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province and Canada, if such notice has not already been given by the Recipient or the Province or Canada. Such notice must include language
specifying that the Province and Canada are providing funding for the Project and that the Recipient is acting as the Province’s and Canada’s delegate for the purposes of the procedural aspects of consultation;

(b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;

(c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;

(d) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising the Province of the details of the same;

(e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;

(f) Maintaining the Aboriginal Groups on the Recipient’s mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;

(g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;

(h) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;

(i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;

(j) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;

(k) Answering any reasonable questions to the extent of the Recipient’s ability and receiving comments from the Aboriginal Groups, notifying the Province of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;

(l) Where an Aboriginal Group asks questions regarding the Project directly of the Province or Canada, providing the Province or Canada with the information reasonably necessary to answer the inquiry, upon the Province’s request;

(m) Where directed by the Province or Canada, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding
the Project and reporting to the Province and Canada any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;

(n) Consulting regularly with the Province and Canada during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province and Canada the results of such discussions prior to implementing any applicable accommodation measures;

(o) Complying with the Province’s or Canada’s direction to take any actions, including without limitation, suspension or termination of the Project, as the Province or Canada or both may require; and

(p) In Contracts, expressly securing the Recipient’s right to respond to directions from the Province or Canada or both as the Province or Canada or both may provide.

I.5.0 RECIPIENT KEEPING RECORDS AND SHARING INFORMATION.

The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to the Province:

(a) Provide to the Province and Canada, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;

(b) Keep reasonable business records of all its activities in relation to consultation and provide the Province and Canada with complete and accurate copies of such records upon request;

(c) Provide the Province and Canada with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;

(d) Immediately notify the Province and Canada of any contact by any Aboriginal Groups regarding the Project of any nature and provide copies to the Province and Canada of any documentation received from Aboriginal Groups;

(e) Advise the Province and Canada immediately of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes so aware;

(f) Immediately notify the Province and Canada if any Aboriginal archaeological resources are discovered in the course of the Project;

(g) Provide the Province and Canada with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province or Canada; and

(h) If applicable, advise the Province and Canada if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.
I.6.0 ASSISTING THE PROVINCE AND CANADA.

The Recipient shall, upon request, lend assistance to the Province and Canada by filing records and other appropriate evidence of the activities undertaken both by the Province, Canada and the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by the Province or Canada and by the Recipient, to the relevant regulatory or judicial decision-makers.

I.7.0 NO ACKNOWLEDGEMENT OF DUTY TO CONSULT OBLIGATIONS

The Parties agree that nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by the Province or Canada or the Recipient that a Section 35 Duty applies in relation to the Project, nor that any role or responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in this Agreement is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

I.8.0 NO SUBSTITUTION

This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of the Province and Canada is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, the Province, Canada and provincial and federal ministries, boards, agencies and other regulatory decision-makers.

I.9.0 NOTICES IN RELATION TO THIS SCHEDULE

All notices to the Province pertaining to this Schedule shall be in writing and shall be given sent to the person identified under Schedule “B” of this Agreement.

[SCHEDULE “J” – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES FOLLOWS]
SCHEDULE “J”
REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 DEFINITION

J.1.1 Definition. For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“Final Payment” means the final payment by the Province to the Recipient in respect of the Project as described in and to be paid in accordance with Article J.8.0 of Schedule “A” (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 Procedures. The procedures provided for in Article J.3.0 of this Schedule “J” (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 Diligent and Timely Manner. The Recipient will submit its requests for payment to the Province in a diligent and timely manner, and no less frequently than twice a year if costs have been incurred. If no costs have been incurred in the previous six months, the recipient will notify the Province that no claim is being submitted for that period.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 Timing, Reports and Documents. The Recipient will submit each request for payment for Eligible Expenditures in respect of the Project to the Province on a date and frequency as indicated in Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

(a) for each request for payment, including the Final Payment, a Report in a format prescribed by the Province;
(b) a report on the progress of the project, at least twice per year by the deadlines specified by the Province in a Notice;
(c) for each request for Final Payment, a Final Report, acceptable to the Province; and
(d) such other information as the Province may request.
J.4.0 PAYMENTS

J.4.1 Payment by the Province. Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Schedule “C”.

J.4.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:

(a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;

(b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);

(c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;

(d) compliance with all applicable audit requirements under the Agreement; and

(e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).

J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 of this Schedule “J” (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.5.1 Timing. The Recipient will submit all requests for payment on or before December 31, 2026.

J.5.2 No Obligation for Payment. The Province will have no obligation to make any payment for a request for payment submitted after

(i.) December 31, 2026; or

(ii) March 31st of the year following the Funding Year in which the Eligible Expenditures were incurred.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS
J.6.1 **Final Reconciliation and Adjustments.** For the Project, following the submission of both the Declaration of Project Substantial Completion and the final Progress Report, the Province may carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

J.7.0 **HOLDBACK**

J.7.1 **Holdback.** For the Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.8.0 **FINAL PAYMENT**

J.8.1 **Final Payment.** Subject to paragraph A.4.2(c), the Province will pay to the Recipient the remainder of its contribution under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) have been met.

[SCHEDULE “K” – COMMITTEE FOLLOWS]
SCHEDULE “K”
COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 Establishment and Term of Committee. If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiry Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

K.2.1 Appointments by the Province. The Province will appoint two persons as members of the Committee.

K.2.2 Appointments by the Recipient. The Recipient will appoint two persons as members of the Committee.

K.2.3 Chairs of the Committee. The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

K.2.4 Non-committee Member Staff. The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 Rules of Committee. The Committee will:

(a) meet at least two times a year, and at other times at the request of a co-chair; and

(b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 Quorum. A quorum for a meeting of the Committee will exist only when both co-chairs are present.
K.4.0 COMMITTEE MANDATE

K.4.1 Mandate. Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

(a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;

(b) acting as a forum to resolve potential issues or disputes and address concerns;

(c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;

(d) approving and ensuring audit plans are carried out as per the Agreement;

(e) establishing sub-committees as needed;

(f) at the request of the Province, reviewing requests for payments; and

(g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 Committee Decisions. Decisions of the Committee will be made as follows:

(a) the co-chairs will be the only voting members on the Committee; and

(b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 Requirements. The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

(a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;

(b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;
(c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;

(d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;

(e) promptly inform the Committee of all proposed changes in respect of the Project; and

(f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee’s satisfaction, project status information related to Schedule “D” (Reports).
The Corporation of the Township of North Frontenac

By-law # 05-20

Being a By-law to Authorize the Mayor and the Clerk to Sign an Amended Municipal Hazardous or Special Waste Services Agreement with Stewardship Ontario

Whereas Council passed By-law #95-11 to enter into a Municipal Hazardous or Special Waste Services Agreement with Stewardship Ontario;

And Whereas Council passed By-laws #35-12, 118-13 and #17-15 being By-laws to sign Amending Agreements to the By-law;

And Whereas Stewardship Ontario and the Township agree the Agreement requires further amendments;

Now Therefore the Council of the Corporation of the Township of North Frontenac enacts that the Mayor and Clerk are authorized to sign said Amending Agreement on behalf of the Township of North Frontenac and that said Agreement shall be attached heretofore as Schedule A.;

And That all resolutions, by-laws or parts of by-laws, which are contrary to or inconsistent with this by-law, are hereby repealed;

And That this By-law shall come into force and take effect on the date of final passing.

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

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

___________________________  __________________________
Mayor                                      Clerk
AMENDING AGREEMENT
NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTES SERVICES AGREEMENT

This Amending Agreement (the “Amending Agreement”) is made as of August 16, 2019.

BETWEEN:

STEWARDSHIP ONTARIO (“SO”)

and

THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC (the “Municipality”)

(collectively, the “Parties”)

WHEREAS:

A. Stewardship Ontario and the Municipality entered into an agreement concerning municipal hazardous or special wastes (“MHSW”) dated July 01, 2011 (as amended, modified or restated from time to time, by the Parties, the “MHSW Services Agreement”);

B. By direction letters dated April 12, 2018, December 11, 2018 and July 2, 2019, the Minister of the Environment, Conservation and Parks for the Province of Ontario directed SO to wind up the waste diversion program for MHSW (the “MHSW Program”) for all designated materials. Upon wind up, materials collected under the MHSW Program will be managed according to an individual producer responsibility framework under the Resource Recovery and Circular Economy Act, 2016;

C. In order to reflect the scheduled wind-down of the MHSW Program and in accordance with Section 2.3 of the MHSW Services Agreement, the Parties wish to make certain amendments to the MHSW Services Agreement as set out herein.

NOW THEREFORE, FOR VALUE RECEIVED, the Parties agree as follows:

1. The MHSW Services Agreement is hereby amended in accordance with the provisions set out in Schedule “A” hereto effective as of September 1, 2019.

2. All capitalized terms which are used herein without being specifically defined herein shall have the meanings ascribed to them in the MHSW Services Agreement.

3. Any section marked as “Intentionally Deleted” in the MHSW Services Agreement remains “Intentionally Deleted” and is not replaced by or amended by anything in Schedule “A”.

LEGAL_31621027.2
4. Except as amended by the amendments expressly set forth in Schedule “A” of this Amending Agreement, the MHSW Services Agreement shall remain unchanged and continue in full force and effect and is hereby in all other respects ratified and confirmed.

5. If any provision of this Amending Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect (a) the legality, validity or enforceability of the remaining provisions of this Amending Agreement or (b) the legality, validity or enforceability of that provision in any other jurisdiction.

6. This Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the Parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

7. This Amending Agreement shall enure to the benefit of and shall be binding upon the Parties hereto and their respective successors and permitted assigns. Nothing in this Amending Agreement, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Amending Agreement.

8. If any provision of this Amending Agreement is inconsistent or conflicts with any provision of the MHSW Services Agreement, the relevant provision of this Amending Agreement shall prevail and be paramount.

9. Schedule “A” is attached hereto and incorporated in and forms part of this Amending Agreement.

10. This Amending Agreement may be executed in one or more counterparts, including by means of facsimile and/or portable document format, each of which shall be deemed to be a duplicate original, but all of which, taken together, constitute a single document.

[THIS SECTION LEFT INTENTIONALLY BLANK]
IN WITNESS WHEREOF the Parties have signed this Amending Agreement as of the date first set out above.

STEWARDSHIP ONTARIO

By: 
Name: Cullen Hollister
Title: Director of Operations

THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC

By: 
Name: 
Title: 

Dated: August 16, 2019
SCHEDULE “A” TO THE AMENDING AGREEMENT
NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTES SERVICES AGREEMENT

The Parties agree to amend the MHSW Services Agreement as follows:

1. Section 1.1 of the MHSW Services Agreement is hereby amended by deleting the words “Waste Diversion Act 2002 (Ontario)” and replacing them with the words “Waste Diversion Transition Act, 2016 (Ontario)”.

2. Section 2.4 of the MHSW Services Agreement is deleted in its entirety and replaced with the following new Sections 2.4 and 2.5:

   “2.4 The Parties also understand that an ISO may, at any time, be approved by the Board of the Authority for one or more of the Obligated MHSW materials. In the event an ISO is approved by the Authority, SO will have no responsibility to pay for MHSW Services provided by the Municipality with respect to the materials for which the ISO is then responsible on and after the effective date of such approval by the Authority, unless SO provides written notice to the Municipality indicating that there will not be any changes to the then current MHSW Services within 30 days of the ISO approval date.

   2.5 The Parties also understand that the Minister of the Environment, Conservation and Parks has directed SO to wind-up the MHSW Program Plan under the Resource Recovery and Circular Economy Act, 2016, following which individual producers will become responsible for materials collected under the MHSW Program Plan. The Parties agree that effective on the date of wind-up of the MHSW Program Plan in respect of a specific MHSW material (a “Materials Wind-Up”), SO will have no further responsibility to pay for MHSW Services provided by the Municipality with respect to such MHSW materials. As a courtesy, SO will provide a written reminder to the Municipality at least 30 days prior to the effective date of such Materials Wind-Up.”

3. Subsection 5.1(b) of the MHSW Services Agreement is deleted in its entirety and replaced with the following new subsections 5.1(b) and 5.1(c):

   “(b) Notwithstanding the foregoing, in the event an ISO is approved by the Authority, title to the Obligated MHSW with respect to the materials for which the ISO is then responsible will not belong to SO or SO’s Service Providers unless SO provides written notice to
the Municipality indicating that there will not be any changes to the then current MHSW Services within 30 days of the ISO approval date.

(c) Notwithstanding the foregoing, in the event of a Materials Wind-Up, title to the Obligated MHSW will not belong to SO or SO’s Service Providers as of the effective date of the Materials Wind-Up.”

4. Section 18.1 of the MHSW Services Agreement is hereby amended to delete the words “Waste Diversion Ontario” and to replace them with the words “the Authority”.
The Corporation of the Township of North Frontenac

By-law #06-20

Confirming By-law

Being a By-law of the Corporation of the Township of North Frontenac to confirm all actions and proceedings of the Council of the Corporation of the Township of North Frontenac, for a Regular Council Meeting held January 17, 2020

Whereas Section 9 of the Municipal Act, S.O.2001, c.25 and amendments thereto 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 Subsection 2 of Section 11 of the Municipal Act, S.O. 2001, c.25 and amendments thereto provides that a lower-tier and an upper-tier municipality may pass by-laws respecting matters within the spheres of jurisdiction described in the Table to Subsection 2, subject to certain provisions;

And Whereas Section 5(3) of the Municipal Act S.O. 2001, c.25 – A Municipal power, including a municipality’s capacity, rights, powers and privileges under Section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

And Whereas it is deemed expedient that the proceedings of the Council of The Corporation of the Township of North Frontenac for the January 17, 2020 Regular Council Meeting, be confirmed and adopted by by-law;

Now Therefore the Council of The Corporation of the Township of North Frontenac hereby enacts as follows:

1. That all actions and proceedings of the Council of The Corporation of the Township of North Frontenac taken at its Regular Council Meeting held January 17, 2020 be confirmed as actions for which The Corporation of the Township of North Frontenac has the capacity, rights, powers and privileges of a natural person;

2. That all actions and proceedings of the Council of The Corporation of the Township of North Frontenac at its Regular Council Meeting held January 17, 2020 in respect of each recommendation contained in the Minutes and each motion and resolution passed and other actions taken by the Council of The Corporation of North Frontenac at the Meeting, are hereby sanctioned, ratified and confirmed as if all such proceedings were expressly embodied in this By-law;

3. That the Mayor and proper officials of The Corporation of the Township of North Frontenac are hereby authorized and directed to do all things necessary, and to obtain approvals where required, to give effect to the actions passed and taken by Council at the said Meeting;

4. That this by-law shall come into force as of the final passing thereof.

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

Read a third time and passed this 17th day of January, 2020

_________________________________  ________________________________
Mayor                                          Clerk