



Regular Meeting Agenda
The Corporation of the Township of North Dundas

February 7, 2023, 6:30 PM
636 St. Lawrence St. Winchester, ON

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

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12.1 County Council: Mayor Fraser & Deputy Mayor Bergeron

12.2 Canada Day: Mayor Fraser

12.3 Fire Steering: Councillor Lennox

12.4 Art on the Waterfront: Councillor Annable

12.5 Chesterville & District Historical Society: Councillor Annable

12.6 Chesterville Carnival: Councillor Uhrig

12.7 Chesterville Green Action Gang: Councillor Lennox

12.8 Dairyfest: Deputy Mayor Bergeron

12.9 Downtown Winchester: Councillor Annable

13. Motions and Notices of Motions

14. Petitions

15. Council Comments and Concerns

16. Miscellaneous/Unfinished Business

17. Ratification Bylaw

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18. Adjournment



THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

REGULAR MEETING MINUTES

Date: January 18, 2023, 7:00 PM

Location: 636 St. Lawrence St. Winchester, ON

Council Present: Mayor: Tony Fraser
Deputy Mayor: Theresa Bergeron
Councillor: Gary Annable
Councillor: Matthew Uhrig

Council Absent: Councillor: John Lennox

Staff Present: Director of Recreation and Culture: Meaghan Meerburg
Economic Development and Communications Officer: Stephen Mann
Interim Director Transportation: Jamie Cheney
Director of Planning, Building & Bylaw Services: Calvin Pol
Interim Director Environmental Services: Danielle Ward
Fire Department Liaison: Raymond Scherrer
Michelle Dorie: Deputy Treasurer
CAO: Angela Rutley
Director of Corporate Services/Clerk: Nancy Johnston
Executive Assistant/Deputy Clerk: Chloe Preston

1. Call Meeting to Order

Resolution No. 2023-01

Moved By: Deputy Mayor Bergeron

Seconded By: Councillor Annable

THAT the meeting of the Council of the Corporation of the Township of North Dundas be hereby called to order at 7:01 PM.

Carried

2. Adoption of Agenda

Resolution No. 2023-02

Moved By: Councillor Annable

Seconded By: Councillor Uhrig

THAT Council adopt the Agenda as presented.

Carried

3. Disclosure of Pecuniary Interest and Nature Thereof - NIL

4. Adoption of Minutes

a. October 11, 2022 - Regular Meeting Minutes

Resolution No. 2023-03

Moved By: Councillor Uhrig
Seconded By: Councillor Annable

THAT the minutes of the Regular Meeting of the Council of the Township of North Dundas, held October 11, 2022 be adopted as presented.

Carried

- b. December 6, 2022 - Public Meeting Minutes
Resolution No. 2023-04

Moved By: Councillor Annable
Seconded By: Councillor Uhrig

THAT the minutes of the public meeting held on December 6, 2022 be adopted as presented.

Carried

- c. December 6, 2022 - Regular Meeting Minutes
Resolution No. 2023-05

Moved By: Councillor Uhrig
Seconded By: Councillor Annable

THAT the minutes of the regular meeting of the Council of the Township of North Dundas held on December 6, 2022 be adopted as presented.

Carried

- d. December 14, 2022 - Special Meeting Minutes
Resolution No. 2023-06

Moved By: Councillor Annable
Seconded By: Councillor Uhrig

THAT the minutes of the special meeting of the Council of the Township of North Dundas held on December 14, 2022 be adopted as presented.

Carried

- e. December 20, 2022 - Special Meeting Minutes
Resolution No. 2023-07

Moved By: Councillor Uhrig
Seconded By: Councillor Annable

THAT the minutes of the special meeting of the Council of the Township of North Dundas held on December 20, 2022 be adopted as presented.

Carried

- f. December 20, 2022 - Regular Meeting Minutes

Resolution No. 2023-08

Moved By: Councillor Annable

Seconded By: Councillor Uhrig

THAT the minutes of the regular meeting of the Council of the Township of North Dundas held on December 20, 2022 be adopted as presented.

Carried

- g. December 20, 2022 - Public Meeting Minutes

Resolution No. 2023-09

Moved By: Councillor Uhrig

Seconded By: Councillor Annable

THAT the minutes of the regular meeting of the Council of the Township of North Dundas held on December 20, 2022 be adopted as presented.

Carried

5. Delegations

- a. Jacob Hanlon - Food Cycle Science Corporation

A food waste program suited to rural municipalities that helps to keep food waste out of the landfill was presented. This company has obtained funding which allows them to offer their machines to Municipalities at a 50% reduction in price, plus shipping, as part of a pilot program. The Municipality would purchase the machines and then offer them to participants to recoup part of the Municipality's initial expenditure. Participants would be required to track their machine usage over a 12-week period; thereafter, the machine would be theirs to keep. The pilot program is available until April or until the company's funding for this project is fully allocated.

6. Closed Session

7. Open Session

8. Action Requests

- a. CAO

1. Hiring of Interim Department Heads (Transportation & Environmental Services)

Resolution No. 2023-10

Moved By: Councillor Annable

Seconded By: Councillor Uhrig

THAT Council approves the hiring of Jamie Cheney as Interim Director of Transportation as per the letter of offer dated November 23, 2022 and Danielle Ward as Interim Director of

Environmental Services as per offer letter dated December 23, 2022.

Carried

b. Economic Development and Communications

1. 2023 Expo Profit Sharing

Resolution No. 2023-11

Moved By: Councillor Uhrig

Seconded By: Councillor Annable

THAT Council approve sharing 20% of the 2023 Local Business Expo profits with the North Dundas Chamber of Commerce.

Carried

c. Fire

1. Appointment of Fire Department Liaison and Winchester Fire Station Deputy Chief

Resolution No. 2023-12

Moved By: Deputy Mayor Bergeron

Seconded By: Councillor Annable

THAT Council accept the Steering Committee's recommendations to appoint Mountain Fire Station Chief, Raymond Sherrer, to the position of Fire Department Liaison and Kreg Raistrick as Deputy Chief of Winchester Fire Station.

Carried

d. Planning, Building and By-law Services

1. Agricultural Special Exemption 17 to Agricultural Special Exemption 43

Resolution No. 2023-13

Moved By: Councillor Annable

Seconded By: Deputy Mayor Bergeron

THAT Council hereby accepts the Zoning Bylaw Amendment application as completed from Alana Jaquemet and directs the public meeting to be held February 7th 2023.

Carried

e. Environmental Services

1. Water and Sewer Allocation Temporary Extension Requests

Resolution No. 2023-14

Moved By: Councillor Annable

Seconded By: Deputy Mayor Bergeron

THAT Council approve the following water and sewer allocation temporary extension requests based on Staff review and recommendation:

Winchester Meadows Development Application for 28 units for two- fourteen-unit buildings to be constructed April 2023 at 454 Lancaster Lane.

2820939 Ontario Limited for a semi-detached home to be constructed in April 2023 at 72 Erin Avenue in Chesterville.

2820939 Ontario Limited for a semi-detached home to be constructed in August 2023 at 138 Elizabeth Drive in Chesterville.

Wellings of Winchester Inc. for 80 senior units to be constructed in 2023 at 12046 County Road 3 in Winchester

Carried

f. Corporate Services/Clerk

1. Accessibility Report for 2022 Municipal Election

Resolution No. 2023-15

Moved By: Deputy Mayor Bergeron

Seconded By: Councillor Annable

THAT Council receive and adopt the Accessibility Report for the 2022 Municipal Election.

2. Budget Approval Request – Council Chambers Furniture

Option One was chosen

Resolution No. 2023-16

Moved By: Councillor Annable

Seconded By: Deputy Mayor Bergeron

THAT Council authorize a budget amount of up to \$3,950.00 + HST in the 2023 budget for the purchase of Council Chamber furniture.

Carried

9. Bylaws

a. Corporate Services/Clerk

1. Bylaw No. 2023-02 Procedure Bylaw

Resolution No. 2023-17

Moved By: Deputy Mayor Bergeron

Seconded By: Councillor Annable

THAT Bylaw No. 2023-02 being a Bylaw to govern proceedings of Council and its committees, be read and passed in Open Council, signed and sealed this 18th day of January, 2023.

Carried

2. Bylaw No. 2021-45 Fees & Charges

Resolution No. 2023-18

Moved By: Deputy Mayor Bergeron

Seconded By: Councillor Annable

THAT Bylaw No. 2021-45 being a Bylaw to Establish Fees for certain Licences, Permits, Certificates and various services be approved as amended this 18th day of January, 2023.

Carried

b. Transportation

1. Bylaw No. 2022-87- South Castor Municipal Drain Maintenance

Resolution No. 2023-19

Moved By: Councillor Uhrig

Seconded By: Deputy Mayor Bergeron

THAT Bylaw No. 2022-87 being a Bylaw to undertake repairs for the South Castor Municipal Drain be read a third and final time in open Council, signed and sealed this 18th day of January, 2023.

Carried

c. Environmental Services

1. Bylaw No. 2023-04 - Water and Sewer Capital Charges Bylaw

Resolution No. 2023-20

Moved By: Deputy Mayor Bergeron

Seconded By: Councillor Uhrig

THAT Bylaw No 2023-04 being a bylaw to establish capital charges for water and sanitary sewer connections in the Township of North Dundas, be read in Open Council, signed and sealed, this 18th day of January, 2023.

Carried

d. Planning, Building and By-law Services

1. Bylaw No. 2023-05 – Delayed Payment Agreement for Water and Sanitary Sewer Capital Charges

Resolution No. 2023-21

Moved By: Deputy Mayor Bergeron

Seconded By: Councillor Uhrig

THAT Bylaw No. 2023-05 being a Bylaw to enter into a delayed payment agreement with Winchester Meadows Developments Inc. for capital charges for water and sanitary sewer connections in the Township of North Dundas, be read and

passed in Open Council, signed and sealed this 18th day of January, 2023.

Carried

10. Key Information

a. Planning, Building and By-law Services

1. Grading and Drainage Policy

This policy applies to properties less than one acre in size and addresses the criteria required when applying for a building permit as well as the associated review, inspection and approval protocols for grading and drainage on private properties. It was circulated to various developers so they were aware of this policy. A list of professionals who can assist with specifications is underway.

b. CAO

1. Bylaw No. 2019-16 Remuneration Bylaw Update

Three sections of the remuneration bylaw that may need adjustments were presented for discussion - salaries, conference expenses and mileage. Council members requested the following changes in remuneration: The same parameters for salary increases that staff are afforded be applied to Council. CRA rate for mileage is acceptable. Add a supplemental amount of \$250.00 for conventions in the GTA. Would also like the Township to consider paying for the hotel costs directly. An updated bylaw with the requested changes will be presented at the next Council meeting.

11. Consent Agenda

a. Accounts

Resolution No. 2023-22

Moved By: Councillor Uhrig

Seconded By: Deputy Mayor Bergeron

THAT Council authorize payments of accounts as per the attached Council report dated:

December 15, 2022 to December 31, 2022, Batch 188 to 196, in the amount of \$1,718,712.28; AND

January 1, 2023 to January 15, 2023, Batch 3 to 11, in the amount of \$68,119.54;

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

Carried

- b. MAS - Corporate Services/Clerk
- c. MAS - Economic Development and Communications
- d. MAS - Finance
- e. MAS - Fire
- f. MAS - Planning, Building and By-law Services
- g. MAS - Transportation
- h. MAS - Recreation and Culture
- i. MAS - Environmental Services

12. Boards and Committees

- a. County Council: Mayor Fraser & Deputy Mayor Bergeron

There were 4 presentations at County Council, mostly from social services and these will be considered at budget time. The Mobile Response Program presented at the previous meeting. SDG applied for a grant and they were denied. Lanark County was successful. The bridge outside of Chesterville (2nd largest in SDG) will be rehabilitated. More information will be forthcoming.

- b. Canada Day:

Clerk will be organizing a committee.

- c. Fire Steering:

- d. Art on the Waterfront:

There was a meeting last Monday. Councillor Annable did not attend but has the minutes.

- e. Chesterville & District Historical Society:

- f. Chesterville Carnival:

- g. Chesterville Green Action Gang:

- h. Dairyfest:

Next Tuesday - first meeting

- i. Downtown Winchester:

13. Motions and Notices of Motions

14. Petitions

15. Council Comments and Concerns

Mayor extended congratulations to staff who have completed training.

16. Miscellaneous/Unfinished Business

17. Ratification Bylaw

Resolution No. 2023-23

Moved By: Deputy Mayor Bergeron

Seconded By: Councillor Uhrig

THAT By-law No. 2023-03 to adopt, confirm and ratify matters dealt with by resolution, be read and passed in Open Council, signed and sealed this 18th day of January 2023.

Carried

18. Adjournment

Resolution No. 2023-24

Moved By: Deputy Mayor Bergeron

Seconded By: Councillor Annable

THAT Council adjourn at 8:31 PM to the call of the Chair.

Carried

MAYOR

CLERK

Public Meeting for a Zoning By-law Amendment

Owner / Applicant
2442985 Ontario Inc.(Gerald Jaquemet) /
Alana Jaquemet

Purpose:
To allow a clinic in addition to the permitted uses



Public Consultation

- The Notice for the Public Meeting was mailed on January 19, 2023 to all property owners within 120 metres, and to the prescribed agencies and public bodies, a sign was posted on the subject property on the same date, in accordance with the *Planning Act*.

Zoning By-law Amendment

1. Council must have one advertised public meeting and,
“[ensure that] sufficient information and material is made available to enable the public to understand generally the zoning [proposal] that is being considered by the Council.”

(Planning Act – Section 34 (12[a]))

2. Section 34 (14.2) of the Planning Act states that:

“Every person who attends a public meeting...shall be given an opportunity to make representations in respect of the proposed by-law.”

3. If a person or public body does not make oral submissions at this public meeting or make written submissions to the Township of North Dundas before the by-law is passed, the person or public body is not entitled to appeal the decision of the Council of North Dundas to the Ontario Land Tribunal (June 1, 2021).

(Planning Act – Section 34(19))

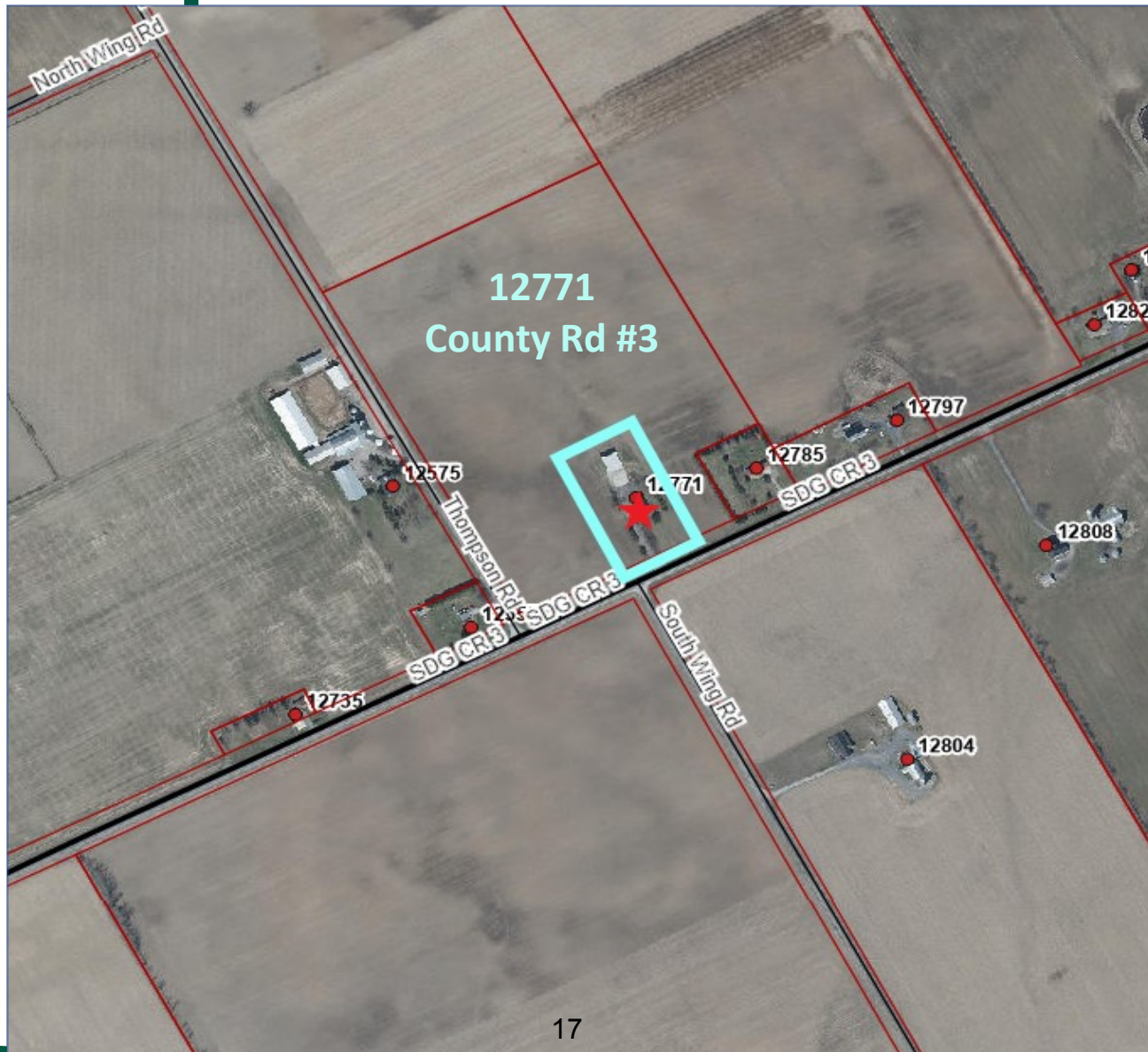
4. Should Council adopt the Zoning Amendment, the following apply:
 - a) Notice of Passing must be given within 15 days after the By-law is passed Sec. 34 (18)
 - b) There is a 20-day appeal period Sec. 34(19)
 - c) Only the following may appeal:
 - the applicant,
 - a person or public body who, before the By-law is passed, made oral or written submissions to the N.D. Council,
 - the Minister (MMAH). Sec. 34(19)

- d) A notice of appeal must contain the reasons to support the objection, accompanied by the fee prescribed.
- e) If there are no appeals the Zoning By-law Amendment comes into force the day it was passed.
- f) If you wish to be notified of the passing of the proposed amendment, you must make a written request to the Clerk of the Township of North Dundas.



Ontario Land Tribunal

Jaquemet Amendment



Background

Existing Use:	Residential and Agriculture (cash cropping)
Proposed Use:	Addition of a Clinic
Official Plan:	Agricultural Resource Lands
Zoning By-law Area:	Agricultural (AG) 29 acres (subject land ~1.7 acres)
Surrounding Uses:	Residential and Agricultural

Location of proposed clinic (~71 m from the County Road)



Building to be used for the proposed clinic

Purpose of Rezoning

- To rezone the property from Agricultural (AG) to Agricultural Special Exception – Forty-Three (AG-43) so that the existing building (former dwelling unit) may be used for a clinic.



Provincial Policy Statement 2020

2.3.3.1 In prime agricultural areas, permitted uses and activities are: agricultural uses, agriculture-related uses and on-farm diversified uses.

Agriculture-related uses:

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

United Counties Official Plan

5.3.2.1 Agricultural Related Uses

Agriculture-related uses on prime agricultural lands are encouraged to strengthen and diversify the agricultural industry and to supplement farm income.



The proposed clinic will provide services to farmers in the area as well as individuals from built up areas. Consideration should be given to having mental health services available in close proximity to the agricultural community. Worth noting is that the subject building is well setback from County Road #3 (approximately 234 feet (71 metres)), behind mature trees (see previous photos); thereby offering privacy and a quiet setting for a psychotherapy clinic.

Zoning By-law Amendment

xliii) Agricultural – Special Exception Forty-Three (AG-43)

Notwithstanding the provisions of Section 12.1 to the contrary, on land zone AG-43 a clinic is permitted.

Comments Received

Section 34 (15) of the Planning Act:

Comments from Ministries and Public Bodies

None

Comments from the Public

None

Questions and Comments

Questions and Comments from Members of the Public:

Members of the public are asked to state their name and address for the Clerk to record before providing any comments on the proposed zoning amendment.

2023 Staff Years of Service Recognition

Congratulations to the following individuals who achieved years of service milestones in 2022

5 Years of Service

- Brandon Cousineau, Recreation Coordinator
- Stephen Mann, Economic Development Officer/Communication Officer

10 Years of Service

- Dave Sheldrick, Shop Foreman

20 Years of Service

- Michelle McDonell, Tax Coordinator
- John Gareau, Treasurer

25 Years of Service

- Mary Lynn Plummer, Utility Billing, Accounts Receivable/Accounts Payable Coordinator
- Mike McGarry, Facilities Operator

40 Years of Service

- Mike Sharkey, Facilities Operator



ACTION REQUEST

Chief Administrative Officer

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

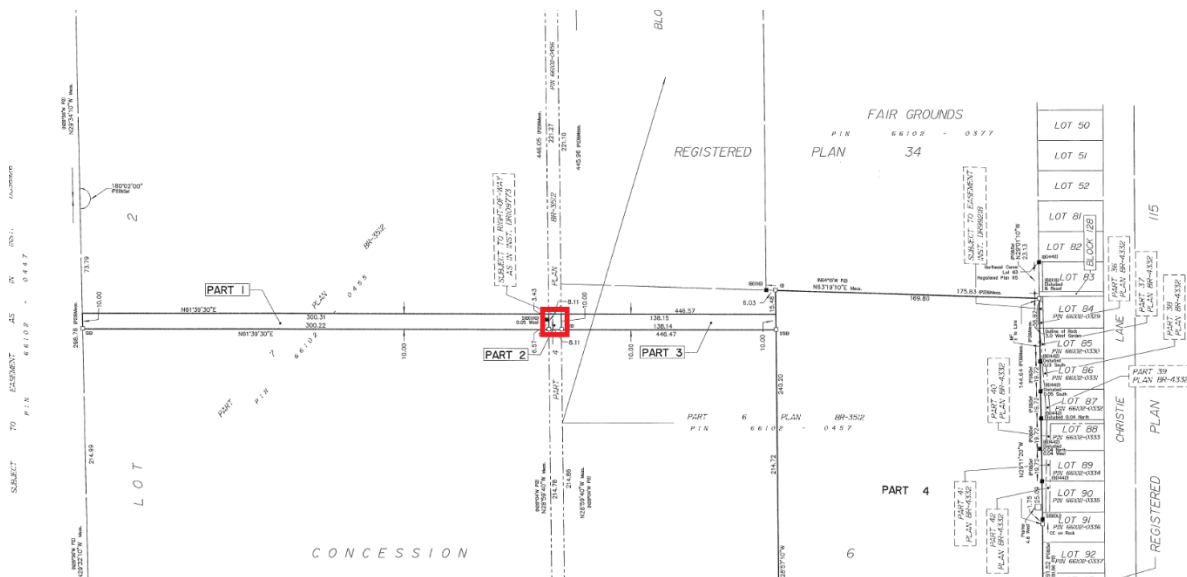
Subject: Purchase of Easement – Steele Property

RECOMMENDATION:

THAT Council authorizes the purchase of an easement from Kyle & Cindy Steele in the amount of \$20,000.00 plus HST and authorizes the Mayor and CAO to execute the Agreement of Purchase and Sale and any other documents related to the purchase.

BACKGROUND:

In order to finalize the property for the watermain loop, that will run from Christie Lane to the Wellings development, a second easement is required to cross a driveway owned by Kyle and Cindy Steele. An agreement was negotiated with the landowner to purchase this easement for the consideration of \$20,000.00. This easement is represented as Part 2 on 8R5881 that is attached.



OPTIONS AND DISCUSSION:

- 1. Approve the recommendation - recommended.**
- 2. Do not approve the recommendation - not recommended.** A new alignment for the watermain loop would be required. It would likely result in a longer pipe and increased costs.

FINANCIAL ANALYSIS:

The \$20,000 will be included in the 2023 water and sewer budget.

OTHERS CONSULTED:

Kyle & Cindy Steele

JL Richards

Stantec (on behalf of Wellings, regarding the alignment of the watermain loop)

ATTACHMENTS:

Registered Plan 8R5881

SCHEDULE			
PART	LOT	CONCESSION	PIN
1	PART OF 2	6	PART OF 66102-0455
2			PART OF 66102-0456
3			PART OF 66102-0457
4			PART OF 66102-0457

Part 2 is subject to a right-of-way as in Inst. DR109773.

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.
DATE: Jan 6/23

TYLER J. ALLISON
ONTARIO LAND SURVEYOR

PLAN 8R-5881
RECEIVED AND DEPOSITED
DATE: Jan 11/2023

REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF DUNDAS NO. 8.

PLAN OF SURVEY OF

PART OF LOT 2
CONCESSION 6
(Geographic Township of Winchester)
TOWNSHIP OF NORTH DUNDAS
COUNTY OF DUNDAS
Surveyed by Annis, O'Sullivan, Vollebakk Ltd.

Scale 1 : 1250
50 37.5 25 12.5 0 25 50 Metres

Metric
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

Surveyor's Certificate

- I CERTIFY THAT :
- This survey and plan are correct and in accordance with the Surveys Act, the Surveyors Act, the Land Titles Act and the regulations made under them.
 - The survey was completed on December 19, 2022.

Jan 6/23
Date

TYLER J. ALLISON
Ontario Land Surveyor

This plan relates to AOLS Plan Submission form number: V-33847.

Notes & Legend

- Denotes Survey Monument Planted
- Denotes Survey Monument Found
- SIB Standard Iron Bar
- SSIB Short Standard Iron Bar
- IB Iron Bar
- (WIT) Witness
- (AOG) Annis, O'Sullivan, Vollebakk Ltd.
- Meas. Measured
- (P1) Registered Plan 115
- (P2) Plan 8R-3512
- (P3) Registered Plan 34
- Prop'd Proportioned

Distances shown on this plan are ground distances and can be converted to grid distances by multiplying by the combined scale factor of 0.99999.

Bearings are grid, derived from Can-Net 2016 Real Time Network GPS observations and are referred to the Central Meridian of MTM Zone 9 NAD-83 (CSRS) (2010.0).

For bearing comparisons, a rotation of 0°52'10" counter-clockwise was applied to bearings on Plan (P1).

Coordinates are derived from Can-Net 2016 Real Time Network GPS observations and are referred to the Central Meridian of MTM Zone 9 NAD-83 (CSRS) (2010.0).

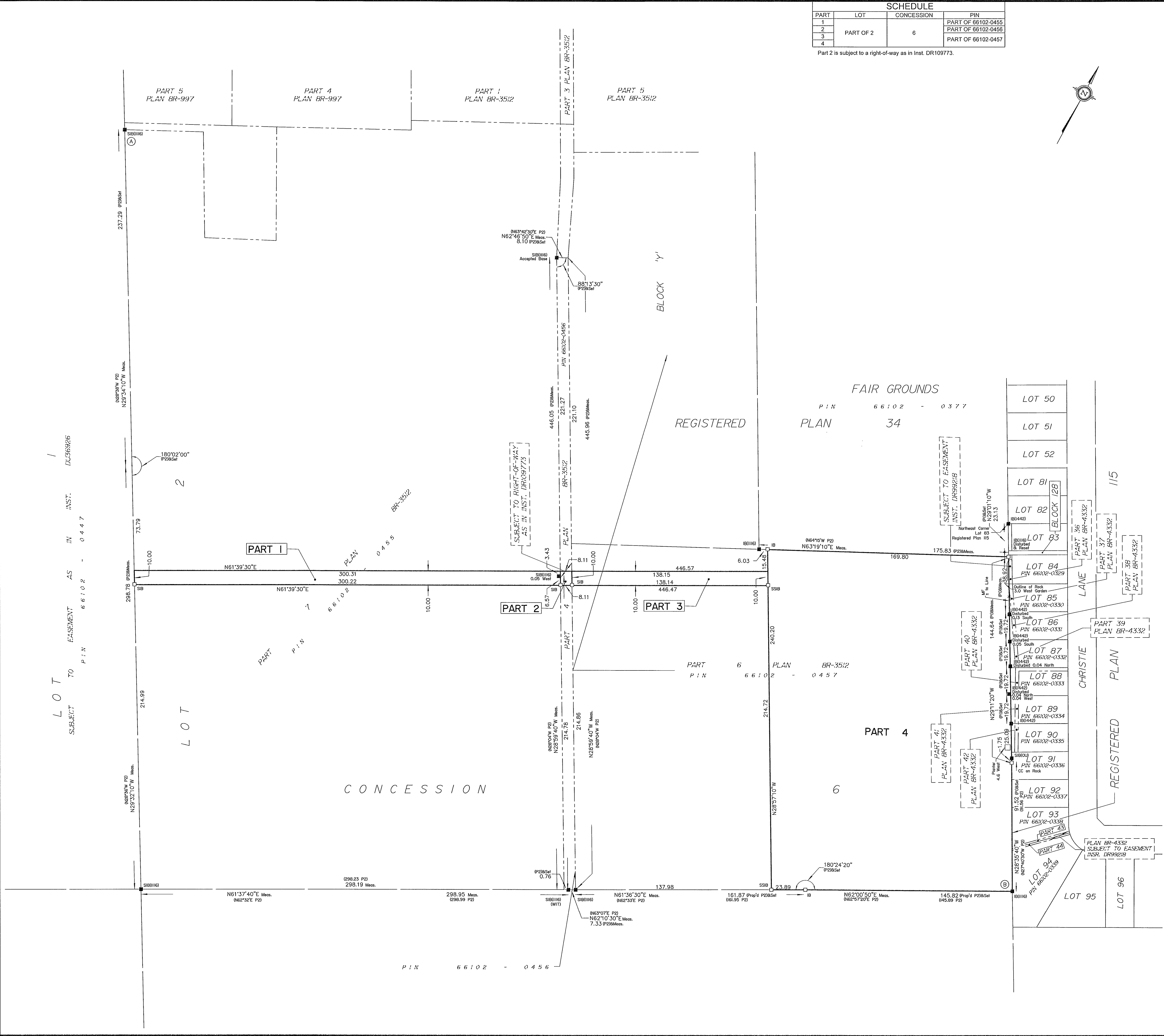
Coordinate values are to urban accuracy in accordance with O. Reg. 216/10.

. Point A Northing 4994726.28 Easting 393997.63
. Point B Northing 4994550.82 Easting 394802.72

Caution: Coordinates cannot, in themselves, be used to re-establish corners or boundaries shown on this plan.

ANNIS, O'SULLIVAN, VOLLEBEKK LTD.
165 Bay Street
Embrun, Ont. K0A 1W1
Phone: (613) 443-3364
Email: Embrun@avoll.com

Ontario Land Surveyors Job No. E-2492-22





ACTION REQUEST

Chief Administrative Officer

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

Subject: Option to Purchase Property for New Well

RECOMMENDATION:

THAT Council directs the CAO to exercise the Option to Purchase dated August 17, 2021 for the purchase of approximately 5 acres of PIN #661520229, in the Township of North Dundas, from 2188448 Ontario Limited for the purchase price of \$495,000 and also authorizes the Mayor and CAO to execute all documents required to complete the purchase.

BACKGROUND:

In 2019, the Township of North Dundas initiated a Municipal Class Environmental Assessment (EA) to determine the most suitable expansion and/or upgrades to the North Dundas Drinking Water Supply System over the next 20 years. In August, 2021 the Township entered into an Option to Purchase agreement with 2188448 for approximately 5 acres of property on Lafleur road, as depicted below, to enable the municipality to investigate the property as a potential municipal well site. The Option to Purchase set the purchase price for the property at \$495,000 plus HST.



In December 2022, the most suitable option to increasing capacity in the Municipal Drinking Water System was presented as a new groundwater well on Lafleur Road, as well as seeking supplemental water sources. The Option to Purchase the property has an expiry date of February 15, 2023 after which time the option is null and void. For this reason, it is recommended that the Township immediately exercise the option to purchase the property.

OPTIONS AND DISCUSSION:

1. **Approve the recommendation** - recommended. This will secure the property for the development of a municipal well that will connect to the existing watermain that runs along Lafleur Road to the Village of Winchester.
2. **Do not approve the recommendation and renegotiate with the owner** - not recommended. If the Township does not exercise the option and purchase the property at this time, we will need try to negotiate a new deal to purchase the land from the owner. This could result in a higher price for the property or an unwillingness of the owner to sell.
3. **Do not approve the recommendation and direct staff to look for a different water source** – not recommended. This would require us to negotiate an option to purchase a different property and drill a test well on the property to determine if there is a suitable water source. It would also require us to change our EA to eliminate the Lafleur site as the preferred option. This would delay establishing increased drinking water capacity and as a result, would delay growth in the Villages of Chesterville and Winchester.

FINANCIAL ANALYSIS:

In 2022, we received approval of our application to install a new well, pumps and other infrastructure. This grant provides provincial support of 33.33% to a maximum contribution of \$1,666,386.68 and federal support of 40.00% to a maximum of \$1,999,864.00. The purchase of land is not an eligible expense under the grant.

The \$495,000 plus HST and legal expenses will be included in the 2023 water and sewer budget. The cost of the purchase of land and the Township's portion of the cost of the other infrastructure for the new well, will be collected from water capital charges for connections to this new capacity. Once all costs are known, the water capital charge will need to be reviewed to ensure that it is set at an amount sufficient to collect the required funds.

OTHERS CONSULTED:

Director of Environmental Services



ACTION REQUEST

Environmental Services

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

Subject: New Requests for Water and Sewer Allocations- Q1 2023

RECOMMENDATION:

THAT Council approve the water and sewer allocation requests for the properties identified as:

In Winchester:

- **473 Gladstone Street-0.47 units**
- **PIN 661510516 Alexander Street- 2 units**
- **406,462,464 North Street- 1.47 units**
- **519 Fred Street- 0.47 units**

In Chesterville

- **64 Erin Street-1 unit**
- **21 Francis Street-5 units**
- **30 Lori Lane- 1 unit**
- **2 Tabitha Crescent- 1 unit**
- **72 Erin Avenue- 1.47 units**
- **138 Elizabeth Drive- 1.47 units**
- **65 Mill Street- 1 unit**

based on applications submitted, reviewed and proposed by staff.

BACKGROUND:

At the December 6th meeting, staff reviewed the existing water and sewer allocation policy and determined how to move forward regarding allocations that are to expire in 2023.

In Quarter one of 2023 (January- March 2023), there were 113 units expiring. On January 18th 2023, Council approved 6-month extensions for 71.2 units associated with; Winchester Meadows (28 units), Wellings of Winchester (39.2 units), and two semi-detached homes (4 units). Of the 113 water and sewer units, 20 units were relinquished to the Township, as the Developer no longer required the 20 units due to redevelopment.

The 20 units relinquished will allow Council to consider new applications for water and sewer to distribute the newly available units. The Township issued a notice on its website, as well as contacted interested Developers and residents, regarding the potential for new units of water and sewer being available for Council's consideration to allocate.

At the December 6th 2022 meeting, it was discussed that Council may want to consider a formula for allocating water and sewer units based on what development Council would like to see within the Township. For example, designating 20% of available water and sewer

units to Commercial and Industrial Development, 10% to institutional development, and 70% to residential and infill development. Council did not direct staff to develop a formula or determine a method for allocation moving forward. However, section 6.9 of Bylaw 2022-86 for the allocation of water indicates:

“Council shall evaluate the applications for Capacity allocation taking into consideration the following factors which are set out in no particular order:

Priorities set out in the Official Plan of the United Counties of Stormont, Dundas, and Glengarry;

The availability of existing infrastructure;

The availability of services (schools, churches, emergency services);

The availability of existing commercial development;

Projects which do not require any financial contribution from the Township;

The reduction of the Township’s financial obligations in projects;

The Township’s economic priorities;

Affordable housing as defined by the Provincial Policy Statement;

Significant new employment opportunities other than construction or “spin off” jobs;

Any other factor which is deemed significant by Council”

Therefore, staff has prepared a list of requests for water and sewer allocations along with information regarding build type, allocation required, anticipated build date and current progress with the planning and building department, for Council’s consideration. Based on this list, 16.35 water and sewer units are proposed to be allocated and 3.65 are proposed to remain unallocated at this time for Council to consider commercial, institutional and industrial applications in the future.

When Council is reviewing the proposed list, it should be noted that staff utilized the anticipated build date and planning review stage to assign water allocations, all those who submitted an application with a build date of 2023 with approved planning reviews were proposed for Council to allocate water and sewer units to, those with a build date of 2024 or later, or whom do not have the required planning documents were not proposed.

Should Council direct staff to come up with a formula or method for allocation moving forward, staff recommend utilizing the formula on remaining and future water and sewer allocations. Staff also recommend that the formula be inserted as an appendix to the water and sewer allocation bylaw, which can be amended as the development needs of the Township and water and sewer capacity change over time.

Moving forward, staff will retain the allocation applications that were submitted and not

approved and bring them back to Council once more information is received, build dates are updated, or as more allocation becomes available for consideration.

OPTIONS AND DISCUSSION:

1. **Approve the recommendation** - recommended.
2. **Do not approve the recommendation** - not recommended.
3. **Amend the recommendation-** to be utilized if Council wishes to grant allocation to properties outlined in the attachment that Staff are not currently recommending based on a formula or economic priorities they wish to move forward with.

FINANCIAL ANALYSIS:

OTHERS CONSULTED:

Director of Planning, Building and Bylaw Services

CAO

CBO

ATTACHMENTS:

Submitted Applications for Water and Sewer Allocation for Council's Consideration

Water and Sewer Allocation Requests								
Address of Requested Allocation	Applicant Name	Type of Development	Build Date	Building and Planning Stage	Number of Units Requested	Staff Recommended	Total number of Units on the property if allocation is approved	Expiry of Existing Units
473 Gladstone Street Winchester	Greg and Loretta Vandellen	Addition to Single Family Dwelling for Secondary Dwelling Unit	Apr-23	Minor Variance Completed Building Permit awaiting water and sewer allocation for issue	0.47	Yes	1.47	N/A
64 Erin Chesterville Ontario	Patrick Bischoff	Semi Detached	Jul-23	N/A	1	Yes	2	Apr-23
460 & 462 Alexander Street	Vince and Charlene Zandbelt	Semi-Detached	Jun-23	N/A	2	Yes	2	N/A
415 Main Street (Woods Subdivision), Winchester	798-5509 Canada Inc	Subdivision-175 Doors	Jun-23	No complete plan of subdivision	175	No	0	N/A
21 Francis Street Chesterville	Sarah Meharg	6 unit multi-residential apartment building	May-23	Existing Home Demolished Building Application Update Required	5	Yes	6	N/A
67 Erin Ave Chesterville	Kim and Garth Elliott	Single Detached Dwelling	Spring 2024	N/A	1	No	0	N/A
30 Lori Lane Chesterville	Adam Ball	Single Detached Dwelling	Jun-23	N/A	1	Yes	1	N/A
2 Tabitha Crescent Chesterville	John Thompson	Single Detached Dwelling	Jun-23	N/A	1	Yes	1	N/A
72 Erin Ave Chesterville	2820939 Ontario Ltd	Semi-Detached with Basement Apartment	Apr-23	Minor Variance Approved-Incomplete Building Permit	1.47	Yes	3.47	Aug-23
138 Elizabeth Drive Chesterville	2820939 Ontario Ltd	Semi-Detached with Basement Apartment	Aug-23	N/A	1.47	Yes	3.47	Sep-23
146 Elizabeth Drive Chesterville	2820939 Ontario Ltd	Semi-Detached	Summer 2024	N/A	2	No	0	N/A
150 Elizabeth Drive Chesterville	2820939 Ontario Ltd	Semi-Detached	Summer 2024	N/A	2	No	0	N/A
154 Elizabeth Drive Chesterville	2820939 Ontario Ltd	Semi-Detached with Basement Apartments	Summer 2024	N/A	3.47	No	0	N/A
65 Mill Street Chesterville	Heather Perkins	Single Detached Dwelling	Sep-23	Minor Variance Approved-Incomplete Building Permit	1	Yes	1	N/A
460,462 and 464 North Street	Alcore Homes	3 freehold townhomes with 2 basement apartments	Now	Minor Variance Approved-Building Permit Revised to include basement units	1.47	Yes	4.47	Apr-23
519 Fred Street	Emily Kireti	Basement unit in existing residential home	Apr-23	N/A	0.47	Yes	1.47	N/A
Total Allocation to be Assigned (Proposed)						16.35		
Available Allocation (As of Feb 7th 2023)						20		
Remaining Allocation						3.65		



ACTION REQUEST

Environmental Services

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

Subject: Allocation Extension Request- Dreamhaven Subdivision

RECOMMENDATION:

THAT Council grant a temporary exemption to the expiry date of the allocation of 51 water and sewer units for Dreamhaven Subdivision, located on Esper Lane in Winchester, Ontario until September 9th 2023.

BACKGROUND:

At the December 6th meeting, staff reviewed the existing water and sewer allocation policy and determined how to move forward regarding allocations that are to expire in 2023.

Council provided direction to staff to allow applicants with capacity that is expiring within three months or less (January 2023-March 2023), to apply for a temporary exemption which would then be presented to Council for consideration. The existing bylaw does not limit the exemption time limit but, given the current demand, it was discussed that Council was willing to extend the requests for allocations for a maximum of an additional six months.

After receiving direction, staff sent a letter on December 16th 2022 to all property owners with water and sewer allocation that were to expire between January and March 2023. The letter served to advise them of the requirement to either extend their existing water and sewer allocation or surrender their existing allocations and apply once they were prepared to construct. All applicants had until January 9th 2023 to submit an application.

On January 25th, Staff met with Parkview Homes, the Developer responsible for the Dreamhaven Subdivision. Staff discussed the expiry date of water and sewer allocations and development timelines. The Developer, who was sent a letter advising them of their water and sewer allocation expiry in March of 2023, failed to submit an extension request prior to the January 9th 2023 deadline. Staff received the application and payment for the application on January 25th 2023. The extension is requesting that the existing 51 units allocated to Dreamhaven be extended an additional six months.

Parkview homes has not submitted a new plan of subdivision, entered into a servicing agreement, or submitted any building plans to date. In discussions with Staff on January 25th, the Developer anticipates completing and submitting an updated subdivision plan and entering into a service agreement to construct civil infrastructure, in the Summer of 2023.

The Developer is proposing constructing a subdivision that would contain medium density, low rise townhomes. The existing 51-unit allocation would permit the developer to complete Phase 1 of the proposed subdivision.

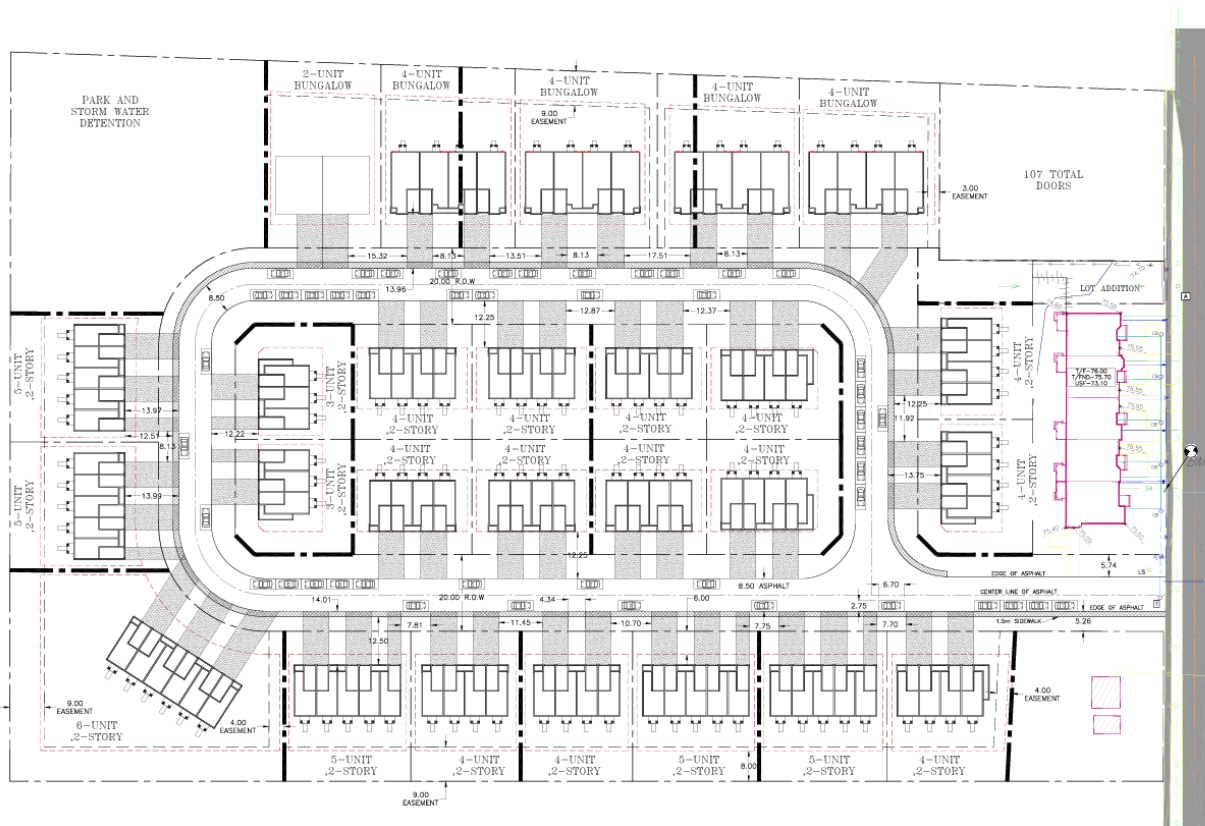
Images:



Low rise townhome units proposed



Mid-rise townhome units proposed



Draft subdivision layout.

It should be mentioned that Staff are aware of two other large-scale subdivisions within Winchester that are awaiting a similar amount of water and sewer allocations. Should Council determine that the allocations for Dreamhaven should expire and not be extended, Staff would return to Council in March (when Dreamhaven's allocation expires) to present alternative subdivisions currently requesting similar allocation amounts.

OPTIONS AND DISCUSSION:

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

FINANCIAL ANALYSIS:

N/A

OTHERS CONSULTED:

Director of Planning, Building, and Bylaw
 CAO
 CBO

ATTACHMENTS:

N/A



ACTION REQUEST

Environmental Services

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

Subject: Council Support for GMF FCM Grant for Winchester Sewage Treatment Lagoons Upgrades

RECOMMENDATION:

THAT Council support staff's application to the Green Municipal Fund through the Federation of Canadian Municipalities for the Winchester Sewage Treatment Lagoon Upgrades.

BACKGROUND:

The Green Municipal Fund (GMF), issued through the Federation of Canadian Municipalities (FCM), is a grant program that finances capital projects that improve air, water, and land and reduce greenhouse gas emissions. The funding covers a variety of portfolios including energy, transportation, waste, water, and brownfields.

The program itself offers low interest loans, in combination with grants to implement capital projects. Funding is provided for up to 80% of eligible project costs, with a loan maximum (if required of 5 million).

On April 1st 2020, the GMF accepts capital projects on a continuous year found basis. Staff have completed pre-consultations with FCM staff and OCWA and have submitted a Pre-Application Form.

The project funding is for the existing Winchester Sewage Lagoon upgrade. Currently the wastewater treatment system consists of a seasonally discharged lagoon-based system (the lagoon), including three primary facultative treatment cells operated in parallel (Cells 1, 2 and 3), one polishing cell (Cell #4), and one post- aeration cell (Cell #5). Aeration within Cell #5 is supplied by three centrifugal air blowers to control odours and strip hydrogen sulphide (H₂S) prior to discharge to the South Nation River. There is also an aluminum sulphate building located on-site which is equipped with an alum storage tank and two chemical metering pumps, piping and appurtenance; alum is dosed continuously to control total phosphorous.

Seasonal discharge of effluent from the lagoons is permitted within specified times during the fall and spring of each year. The lagoon treatment system has a Certificate of Approval rated capacity of 2,220 m³/day (C of A No. 5312-88TK5R).

A Schedule 'B' Class Environmental Assessment (Class EA) was completed by J.L. Richards & Associates Limited (JLR) in 2019 to address various operational challenges, such as hydraulic capacity, discharge constraints and treatment capabilities in order to

ensure that increased influent flows from future growth can be effectively accommodated. There are also operational constraints limiting the capacity of the lagoon as demonstrated by recent challenges in achieving effluent quality requirements, as well as discharging effluent within the allotted discharge windows.

The results of the Class EA completed in 2019 recommended the following upgrades:

- The addition of a specialized treatment system downstream of the existing lagoon system, specifically for enhanced ammonia removal.
- An expanded treated effluent discharge window through the winter months.
- Some upgrades to the existing lagoon system including new baffles, maintenance structure and transfer pipe.
- pH adjustment for improving the nitrification rates.

The 2019 Schedule 'B' Class EA has short listed two specialized treatment technologies, including the Submerged Attached Growth Reactor (SAGR) and Moving Bed Biofilm Reactor (MBBR), which have both demonstrated effective treatment ability under cold weather conditions. The first task in the implementation of the results of the EA is to select a preferred treatment technology and supplier, since SAGR and MBBR are two unique systems with significantly different designs.

The upgrades are estimated to be around \$12,549,500.00. Staff have pre-consulted for a \$10,000,000.00 loan/grant through the GMF, with OCWA providing \$49,500.00 in in-kind services, and the Township paying \$2,500,000.00.

Staff need Council to support the application submitted (attached to the report) in order to move forward (if selected). An action request and Council strategic plan (regarding Council priorities) are required documents in the next steps of the grant application. It is suggested that Council consider completing a strategic plan in the near future, which outlines their priorities for the next four years. These documents are frequently requested by grant organizations as part of the review process, and the creation and addition of these documents to grants moving forward will help strengthen applications submitted. Funds to undertake a strategic planning exercise will be included in the Administration section of the 2023 draft budget, for Council consideration.

OPTIONS AND DISCUSSION:

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

FINANCIAL ANALYSIS:

N/A

OTHERS CONSULTED:

CAO

ATTACHMENTS:

GMF CP Pre-Application Form

GMF CP Pre-Application Form

Application Process and Timelines

Due to the high demand for GMF funding and the high quality of applications FCM receives, all funding proposals undergo a review process. There are two phases to the funding process: a short Pre-Application form to determine eligibility, followed by a Detailed Application Form.

Quebec municipal applicants must submit this pre-application form to the *Ministère des Affaires municipales et de l'Habitation* (MAMH) directly. The ministry will determine if your proposed project is in compliance with Quebec policies before issuing an "avis favorable". In the Detailed Application Phase, you will provide specific information about how your project meets GMF objectives, which will be assessed by independent peer reviewers before review by GMF Council and a decision by FCM's National Board of Directors. For applicants applying as partners of a municipal government for Capital Projects, FCM Board Approval is conditional on final credit risk due diligence and agreement on key loan terms and conditions.

The Pre-Application Form may be submitted at any time of the year. Please visit our website for more information on the application process and timelines. GMF is committed to inform you of the results of the initial review within 10 business days from the date of receipt of the proper documents and completed Pre-Application form.

PRE-APPLICATION FORM

During the Pre-Application Form phase, FCM collects basic information to establish your proposed project's eligibility and whether it is a good candidate to fully apply for GMF funding through the Detailed Application Form. The Pre-Application Form review has three components:

- Part A: Applicant eligibility
- Part B: Project eligibility
- Part C: Required documents checklist and declaration

Candidates who are successful at the Pre-Application Form phase will be invited to complete a Full Detailed Application. A positive Pre-Application Form review and invitation to complete the Detailed Application Form does not constitute funding approval. Please note that FCM may assist with the completion of any environmental results tables which would be uploaded to the Detailed Application Form.

Pre-Application Form documentation requirements

1. All sections of the form are complete
2. Partnership documents attached (if applicable)
3. Feasibility study attached

Feasibility study suggested content

- The problem to be addressed, context background on the options considered, and criteria used to select the proposed option according to predetermined criteria.

- Baseline information on the proposed project's environmental performance.
- Technical explanation of how the project will perform and meet or exceed GMF environmental eligibility criteria.
- Financial and business case assessment and development from the perspective of the operation and maintenance costs of the projects (if available).
- Triple-bottom-line assessment, i.e. environmental, social and economic impacts, of one or more project options that will address the problem (if available).
- Key project risks, as well as some solutions and discussion about how to manage these risks.
- Models that support expected environmental performance.
- Detailed design documents.
- Anticipated project schedule.
- Life cycle analysis (e.g. including construction, operation, renewal and end of life).
- Proposed financial plan.

Applicant Eligibility

Lead Applicant Information

The lead applicant is the entity that:

- Signs the contract with FCM
- Oversees the initiative (even if it has a third party complete this work)
- Incurs the cost of the initiative
- Submits the required reporting to FCM

There are two lead applicant categories:

- Municipal governments
- Municipal government partners: These organizations must apply in partnership with a municipal government and demonstrate the government's commitment to the initiative.


Participating Organization

Page 1 of 1 (2 items) [1]		Page size: 10 <input type="checkbox"/>
Organization Name	Organization Role	Actions
Township of North Dundas	Lead Applicant	✗
Ontario Clean Water Agency / Agence Ontarienne des Eaux	Partner	✗
Page 1 of 1 (2 items) [1]		Page size: 10 <input type="checkbox"/>

Project Team Members

Page 1 of 1 (1 items) [1]

Page size: 10 ☐

Organization Name	Contact Name	Contact Role	Actions
Ontario Clean Water Agency / Agence Ontarienne des Eaux	Indra Maharjan	Consultant	

Page 1 of 1 (1 items) [1]

Page size: 10 ☐

How did you hear about
municipal funding from FCM?

Professional network or word of mouth

FCM event, conference, or
produced-resource

Provincial and Territorial Associations

Supporting Attachment(s)

If you are not a municipal organization, please attach supporting documents showing that a municipal government is partnering on the project

Document Type	Document Name	Actions
No data to display		

Part B: Project Eligibility

Be as concise, specific and quantitative (i.e., measurable) as possible when you answer the questions below. You can answer each question in this form AND/OR refer GMF to specific sections/pages in attached documents.

Project Overview

Project Working Title	North Dundas Winchester Sewage Treatment Lagoons Upgrades
Project Type	Capital Project
Sector	Water

Executive Summary

Provide a brief summary of your project proposal, focusing on the following:

- Objectives and scope
- How it will benefit your community and improve environmental sustainability

The Village of Winchester is located approximately 55 km southeast of the City of Ottawa in the Township of North Dundas. Residents of this village are serviced by a communal wastewater collection/treatment system. The wastewater treatment system consists of a seasonally discharged lagoon-based system. The lagoon treatment system has a Certificate of Approval rated capacity of 2,220 m³/day (C of A No. 5312-88TK5R).

Township of North Dundas is proposing an upgrade of their existing Winchester sewage lagoon system by implementing the Submerged Attached Growth Reactor (SAGR) into the downstream of the lagoon cells to provide consistent and improved effluent quality that can be maintained over longer period including winter months, and to allow continuous discharge from fall to spring. J.L. Richards & Associates Limited (retained by the Township of North Dundas) completed the Schedule 'B' Class EA in 2019 to address various challenges with an existing lagoon system including discharge constraints and increased treatment capabilities in order to ensure that increased influent flows from future growth can be effectively accommodated. There are also operational constraints limiting the capacity of the lagoon as demonstrated by recent challenges in achieving effluent quality requirements specifically during the winter months. It has been observed that lagoons often struggle to remove ammonia during the winter months primarily due to two main reasons: 1. If a lagoon freezes over, access to atmospheric oxygen is cut off, which is needed by nitrifying bacteria. 2. The heterotrophic bacteria that consume cBOD₅ tend to dominate nitrifying bacteria, meaning cBOD₅ needs to drop below 25mg/L before nitrification can begin in earnest. Cold temperatures slow the metabolism of the heterotrophs. More of the lagoon retention

time is required for BOD removal, reducing the available HRT for nitrification. SAGR is a submerged gravel bed system with evenly distributed wastewater flow across the width of the cell, aeration piping and diffusers at the bottom of the cell, inlet and outlet structures and piping, blowers, and effluent recycle stream. The gravel material provides the necessary surface area for growth and attachment of a nitrifying biomass within the bed. The SAGR system has historically demonstrated an effective treatment ability especially under cold weather conditions for ammonia removal and BOD / TSS polishing.

Detailed scope of the project will include:

The addition of a SAGR system downstream of the existing lagoon system.

A set of new blowers to supply air for SAGR.

A new pumping station to pump the effluent into SAGR.

A recycle stream will be added to allow SAGR effluent to recirculate back to the primary lagoon cells.

The existing aeration grid in lagoon Cell #5 is no longer needed and will be removed.

The proposed upgrade of an existing lagoons with SAGR system has significant environmental and community benefits as highlighted below:

Decreased pollutants loading to the environments: Reduced Total Ammonia as compared to lagoons; <1 mg/L year-round, even in <0.5°C weather. Also, offers additional BOD/TSS polishing on the downstream side of the lagoons.

No odour issues as it operates in fully aerobic conditions.

Better process control: Step-feed mode of operation protects the nitrifying bacteria from winter-time encroachment of heterotrophic bacteria.

No additional footprints needed: Will be installed in Lagoon cell # 5.

An expanded treated effluent discharge window through the winter months.

Build capacity of stakeholders: Increase the technology level of the lagoon and capabilities of operators and managers. This will result in more efficient operations and management.

New knowledge for the sector/replication: Other lagoons facing similar issues (sewage flows are below rated capacity but struggling with effluent requirements)

Creation of additional job opportunities with regard to planning

Project Start Date	2023-01-06
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Project End Date	2024-05-05
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Total Project Cost (\$)	\$12,500,000.00
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Funding Request (\$)	
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\$10,000,000.00

Summary of expected environmental benefits

Reduced Pollutants (NH₃, BOD, TSS) discharge to the environment all year due to submerged attached growth step feed polishing system in the downstream of an existing lagoons and associated GHG savings
Possibility to replicate the system for other lagoons facing similar issues (sewage flows are below rated capacity but struggling with environmental effluent requirements).
No sludge wasting (SAGR produces very few solids). Do not need to be removed throughout the design life of the system

Anticipated Sources of Funding

Column	Value
ROW 1	
Funding Source	Town
Description	Cash
Funding Type	Municipal
Confirmed?	Yes
Date Committed	2023-02-13
Amount (\$)	\$2,500,000.00
ROW 2	
Funding Source	OCWA
Description	In-Kind
Funding Type	Provincial
Confirmed?	Yes
Date Committed	2023-01-13
Amount (\$)	\$49,500.00
ROW 3	
Funding Source	FCM-GMF
Description	Loan
Funding Type	Federal
Confirmed?	No
Date Committed	
Amount (\$)	\$10,000,000.00
TOTAL	
Amount (\$)	\$12,549,500.00

Part C: Required Documents

In this part of the Initial Review form, please review the list of documents you will be required to submit to FCM if you are invited to complete a detailed application. Afterwards, please review and sign the declaration.

Municipal plan, such as a sustainable community plan, strategic plan, or sector plan, that supports the need for this capital project and has been approved by the municipal government's council.

Yes

A feasibility study supporting the initiative

Not Applicable

Evidence of consultation with your provincial or territorial government. Note: this requirement does not apply to municipal governments in Quebec.

Yes

In most provinces and territories, evidence of ministerial or municipal board approval to borrow funds is required. Please check with your provincial or territorial authority before completing a detailed GMF application form.

Not Applicable

Executive summary of the environmental assessment of your initiative, if required under federal or provincial laws.

Yes

A signed municipal council resolution describing your organizational commitment to, and financial support for, the project and GMF funding application.

Yes

A letter from each confirmed funding source indicating the amount of cash or in-kind contributions to the initiative.

No

If available, a business plan or financial analysis report, and any associated contracts that demonstrate revenue generated from the environmental initiative.

Not Applicable

A risk management plan for the project.






Not Applicable

Les états financiers vérifiés pour les trois dernières années.

Yes

Supporting Attachment(s)

Please attach any additional documentation that may assist with your application. Please refer to the application guide instructions checklist on all required documentation.

Document Type	Document Name	Actions
Executive summary of environmental assessment	Winchester WW EA executive summary.pdf-Winchester Sewage Treatment Upgrades Class Environmental Assessment Phase 2	
Other	31486-000 - Preliminary Design Report_DRAFT_MASTER_rev1.pdf-Winchester Sewage Treatment Upgrades Design	
Audited financial statements for the last three years	North Dundas- Audit - Signed FS 2019.pdf-Audited Financial Statement 2019	
Audited financial statements for the last three years	North Dundas - Audit - Signed FS 2020.pdf-Audited Financial Statement 2020	
Audited financial statements for the last three years	Audited - Signed FS Dec 31 2021.pdf-Audited Financial Statement 2021	

Declaration

Information provided in applications to FCM's Green Municipal Fund, including all attachments, will be kept confidential. Access to this information will be limited to:

- FCM employees and professional representatives who are involved with your initiative; and
- Persons to whom the applicant has granted access and persons authorized by law

The information provided in applications, including attachments, is subject to FCM's Privacy Policy.

I do hereby declare that:

The information contained in this application and in the accompanying documents is true, accurate and complete as of the date of submission. The organization for which I am submitting this application is not one of the following entities that are excluded from receiving GMF funding:

- Provincial or territorial governments
- Corporations owned or controlled by a province or territory
- Federal departments (as listed in Schedule 1 of the Financial Administration Act)
- Departmental corporations (as defined in Section 2 of the Financial Administration Act)
- Parent Crown Corporations or wholly owned subsidiaries of parent Crown Corporations (as defined in Subsection 83(1) of the Financial Administration Act)
- Not-for-profit corporations or trusts established by a federal department, departmental corporation, parent Crown Corporation or wholly owned subsidiary of a parent Crown Corporation

By typing my name and submitting this application, I am providing my signature for the declaration above.

Name Danielle Ward

Dated at: City North Dundas

Dated at: Province Ontario

Date 2023-01-16



ACTION REQUEST

Environmental Services

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

Subject: FoodCycler Pilot Project for household organic waste diversion

RECOMMENDATION:

THAT Council move forward with FoodCycle Science to design and implement a pilot program for organic waste diversion for 100 households;

AND THAT Council pre-authorize staff to purchase up to 100 FoodCycler units at a total cost to the Township of up to \$34,400.00.

AND THAT Council authorize staff to charge participating residents \$150.00 for the FC-30 (2L) model and \$300.00 for the Maestro (5L) model, to recoup an anticipated up to \$22,500.00.

BACKGROUND:

On January 18th, FoodCycle Science presented information to Council regarding the issues associated with food waste diversion in small rural municipalities. FoodCycle Science highlighted how their product, the FoodCycler, and its various models can help assist in reducing food waste at home, reducing residential waste and extending the life of the Township's Landfill.

FoodCycler provided an overview of their two products, the FC-30 and the Maestro, with the ability to process 2 litres and 5 litres of food waste per cycle respectively.

Through the proposed Pilot Project, FoodCycle Science is looking to achieve the following:

- Receive high-quality data from pilot program participants regarding food waste diversion
- Receive high-quality feedback from residents, staff, and Council regarding the feasibility of a FoodCycler food waste diversion program for the Township of North Dundas and similar communities
- Demonstrate the viability of our technology and solutions in a municipal setting so the model can be redeployed in other similar communities in Canada
- Demonstration of a program regarding food waste diversion in small/rural Canada to support Phase 3 of Impact Canada's Food Waste Reduction Challenge

Through this proposed Pilot Project, the Township of North Dundas is anticipated to receive several benefits through this partnership such as:

- Opportunity to trial a food waste diversion solution at a cost well below market prices, utilizing federal funding intended for food waste reduction in our country
- Reduced residential waste generation, thus increasing diversion rates
- Reduced costs associated with waste management (collection, transfer, disposal, and landfill operations)
- The reduction of greenhouse gas (GHG) emissions from transportation and decomposition of food waste in landfills
- Extend the life of the landfill(s)
- Opportunity to support Canadian innovation and clean tech
- Opportunity to provide residents with an innovative solution that reduces waste and fights climate change, at an affordable price
- Obtaining data that could be used to develop a future organic waste diversion program

It is anticipated that the Residents of the Township of North Dundas would receive several benefits through this partnership such as:

- Opportunity to own an at-home food waste diversion solution at a cost well below market prices
- Support climate change goals by reducing waste going to landfill
- Ability to fertilize their garden soil by generating a nutrient-rich soil amendment
- Reduce the “ick factor” of garbage to keep animals and vermin away
- Reduce trips to the waste site and save on excess waste fees where applicable

FoodCycle Science is recommending that the Township purchase 100 FoodCycler Units at a total cost of \$34,400.00, as part of the proposed Pilot Project.

Total Invoiced Amount:

	Price	Qty	Total
Municipal Price FC-30	\$250.00	50	\$12,500.00
Municipal Price Maestro	\$400.00	50	\$20,000.00
Shipping Estimate			\$1,900.00
Total Invoice Amount			\$34,400.00

Plus applicable taxes.

If Council chooses to offset the costs as suggested by FoodCycle Science, the following revenues will be recognized in order to offset the overall cost of the Pilot Project, resulting in a net cost to the Township of \$11,900.00 in 2023.

Net Municipal Cost:

	Price	Qty	Total
Total Invoiced Amount			\$34,400.00
Less Resident Resale FC-30	\$150.00	50	\$7,500.00
Less Resident Resale Maestro	\$300.00	50	\$15,000.00
Net Municipal Cost			\$11,900.00

Plus applicable taxes.

Staff are proposing that if Council approves the FoodCycle Science Pilot Project, that the Municipality develop a survey to issue to residents to gauge interest. Once levels of interest are confirmed, staff will order the appropriate amount of units and have them shipped to the Municipally owned MTO building on County Road 43 for storage. Once the units have arrived, staff are recommending a one-weekend-day event be held for the identified individuals to collect their selected FoodCycler from the MTO garage in order to limit staff time and resources spent on the pilot program. Staff will work with individuals who cannot attend the event to ensure they receive their FoodCycler.

OPTIONS AND DISCUSSION:

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

FINANCIAL ANALYSIS:

An overall net increase to the Township of North Dundas Waste Management budget of \$11,900.00 in 2023, should all units be sold.

OTHERS CONSULTED:

N/A

ATTACHMENTS:

FoodCycle Science Proposal

FOODCYCLER™ MUNICIPAL PILOT PROGRAM



Wednesday, January 4, 2023

Township of North Dundas
636 St. Lawrence Street
Winchester, ON K0C 2K0
(613) 774-2105

The FoodCycler™ Food Waste Diversion Municipal Pilot Program

Dear Township of North Dundas Staff and Council,

Thank you for your interest in food waste diversion in your community. Food waste and loss is a huge problem in Canada and worldwide with global food waste accounting for 8% of worldwide greenhouse gas emissions.

The purpose of the FoodCycler™ Pilot Program is to measure the viability of on-site food waste processing technology as a method of waste diversion. By reducing food waste at home, you can support your environmental goals, reduce residential waste, reduce your community's carbon footprint, and extend the life of your community's landfill(s). Based on several factors, we believe the Township of North Dundas would be a great fit for the benefits of this program, and we are proposing a study involving 100 households.

The FoodCycler FC-30 can process ~2 litres of food waste per cycle and converts it into a nutrient-rich soil amendment that can be added to plants / gardens or pelletized for home heating purposes. Power consumption per cycle is ~0.8 kWh. The FoodCycler Maestro device can process 5 L of food waste per cycle and converts it into a nutrient-rich soil amendment that can be added to plants / gardens or pelletized for home heating purposes. Power consumption per cycle is ~1.3 kWh and takes between 4-8 hours to complete (overnight).

Every FC-30 and Maestro deployed is estimated to divert at least 2 and 4 tonnes of food over its expected lifetime, respectively. Based on market rates of \$100/tonne of waste, 100 households (50 FC-30s, 50 Maestros) participating would divert 300 tonnes of food waste and save the municipality an estimated \$30,000.00 in costs. Please note that this analysis is based on market rates and depending on remaining landfill lifespan and closure costs, local rates for waste disposal may vary.

Every tonne of food waste diverted from landfill is estimated to reduce greenhouse gas emissions by 1.3 tonnes of CO₂e before transportation emissions. Based on this, 100 households (50 FC-30s, 50 Maestros) could divert approximately 390 tonnes of greenhouse gas emissions.

Food Cycle Science is excited to have you on board for this exciting and revolutionary program. The FoodCycler™ Municipal Solutions Team is always available to answer any questions you might have.

Warm regards,

The FoodCycler™ Municipal Team



Introducing the FoodCycler Maestro

FOODCYCLER

INTRODUCING THE FUTURE OF FOOD WASTE

The FoodCycler Product Family

The FoodCycler Product Family offers closed-loop solutions to food waste, with zero emissions or odours. This sustainable process reduces your organic waste to a tenth of its original volume. Small and compact, FoodCycler products can fit anywhere! FoodCycler products operate quietly and efficiently, using little energy.



SPECS

FC-30

MAESTRO

BUCKET CAPACITY

2L

5L

UNIT VOLUME

30.5L

28.9L

DIMENSIONS (IN ")

(H) 14 X (W) 11 X (D) 10.3

(H) 13.8 X (W) 13.8 X (D) 10.3

PROGRESS INDICATORS

3-PHASE LED

PROGRESS TRACKING LEDS

PROCESSING TIME

4-8 HOURS (OVERNIGHT)

6-8 HOURS

POWER CONSUMPTION

<0.40KWH/L

< 0.35 KWH/LITER

FILTRATION

2 REUSABLE FILTERS

1 REUSABLE FILTER

VENT LOCATION

BACK

TOP

TRANSMISSION TORQUE

12 FT LBS (MAX)

24 FT. LBS MAX

Impact Canada/AAFC Food Waste Reduction Challenge

Food Cycle Science is a finalist of Impact Canada's Food Waste Reduction Challenge, which is a three-stage initiative from the Government of Canada through Agriculture and Agri-Food Canada to support business model solutions that prevent or divert food waste at any point from farm to plate. FoodCycler has been chosen as a finalist for our project titled: "Residential On-Site Food Waste Diversion for Northern, Rural, and Remote Communities".

The challenge objectives and assessment criteria are for solutions that:

1. **Can measurably reduce food waste** – in dollars and metric tonnes;
2. **Are innovative and disruptive to the status quo** – the old way of doing business is out;
3. **Are ready to scale up** – it is time to deploy high-impact and wide-reaching solutions across the Canadian food supply chain;
4. **Have a strong business case** – there is a demand for your solution;
5. **Make a difference to our communities** – creating jobs and increasing access to safe, nutritious, and high-quality food is a priority; and,
6. **Improve our environment** – reducing food waste means shrinking our GHG footprint and conserving natural resources.

As a finalist, Food Cycle Science is the recipient of a \$400,000 grant that is being 100% redistributed to our Canadian municipal partners in support of their FoodCycler initiatives and pilot programs. Based on several factors, FoodCycler believes the Township of North Dundas would be an ideal *"Implementation Partner"* for this stage of the challenge and we are proposing a study involving 100 households in the Township of North Dundas, wherein Food Cycle Science will contribute a portion of this grant money towards offsetting the costs of your program.

More information can be found here: <https://impact.canada.ca/en/challenges/food-waste-reduction-challenge>



IMPACT CANADA FINALISTS



As of the date of this proposal, there are a total of 42 Canadian municipalities who have signed on to participate in a FoodCycler program. Through this partnership, the Township of North Dundas can achieve immediate and impactful benefits, acquire valuable insight about food waste diversion in your region, and showcase itself as an environmental leader and innovator in Canada.

Food Cycle Science is looking to achieve the following through this proposed partnership:

- 🌱 Receive high-quality data from pilot program participants regarding food waste diversion
- 🌱 Receive high-quality feedback from residents, staff, and council regarding the feasibility of a FoodCycler food waste diversion program for the Township of North Dundas and similar communities
- 🌱 Demonstrate the viability of our technology and solutions in a municipal setting so the model can be re-deployed in other similar communities in Canada
- 🌱 Demonstration of a program regarding food waste diversion in small/rural Canada to support Phase 3 of Impact Canada's Food Waste Reduction Challenge

The Township of North Dundas would receive several benefits through this partnership:

- 🌱 Opportunity to trial a food waste diversion solution at a cost well below market prices utilizing federal funding intended for food waste reduction in our country
- 🌱 Reduced residential waste generation thus increasing diversion rates
- 🌱 Reduced costs associated with waste management (collection, transfer, disposal, and landfill operations)
- 🌱 The reduction of greenhouse gas (GHG) emissions from transportation and decomposition of food waste in landfills
- 🌱 Extend the life of your landfill(s)
- 🌱 Opportunity to support Canadian innovation and clean tech
- 🌱 Opportunity to provide residents with an innovative solution that reduces waste and fights climate change, at an affordable price
- 🌱 Obtaining data that could be used to develop a future organic waste diversion program

Residents of the Township of North Dundas would receive several benefits through this partnership:

- 🌱 Opportunity to own an at-home food waste diversion solution at a cost well below market prices
- 🌱 Support climate change goals by reducing waste going to landfill
- 🌱 Ability to fertilize their garden soil by generating a nutrient-rich soil amendment
- 🌱 Reduce the "ick factor" of garbage to keep animals and vermin away
- 🌱 Reduce trips to the waste site and save on excess waste fees where applicable

In the pages that follow, we will offer a pilot program recommendation for consideration.

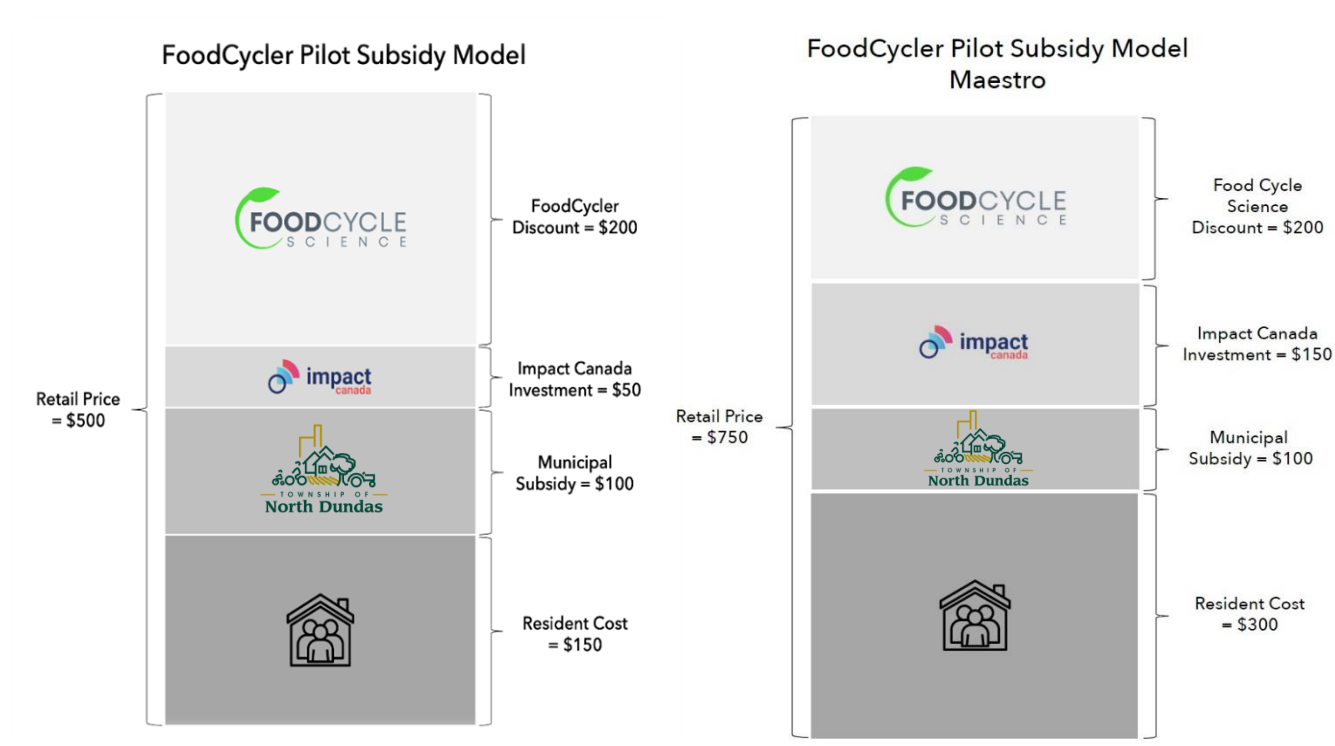


FoodCycler Funded Program Recommendation

Based on the demographics and current waste management system in place at the Township of North Dundas, Food Cycle Science is recommending a pilot program involving **100 households**.

The funded pilot program is based on a cost subsidy model where Food Cycle Science provides an initial discount, we contribute an investment from Impact Canada, the Township of North Dundas provides a subsidy, and the resident provides the remaining contribution. The purpose of this model is to make this technology accessible to more Canadians at an affordable price.

The total investment from Impact Canada for a 100 household pilot would amount to **\$10,000.00**. After the discounts and funding amounts are applied, the invoiced and net municipal contributions are outlined below.



Total Invoiced Amount:

	Price	Qty	Total
Municipal Price FC-30	\$250.00	50	\$12,500.00
Municipal Price Maestro	\$400.00	50	\$20,000.00
Shipping Estimate			\$1,900.00
Total Invoice Amount			\$34,400.00

Plus applicable taxes.

The resident contribution of \$150.00 per FC-30 and \$300.00 per Maestro will further offset program costs by the following amount:

Net Municipal Cost:

	Price	Qty	Total
Total Invoiced Amount			\$34,400.00
Less Resident Resale FC-30	\$150.00	50	\$7,500.00
Less Resident Resale Maestro	\$300.00	50	\$15,000.00
Net Municipal Cost			\$11,900.00

Plus applicable taxes.

Affordable Add-On Option

To ensure this program is accessible by all Canadians, regardless of income, we also offer an optional Affordable Add-On for each option at the municipality's discretion. This Affordable Add-On enables the municipality to offer **highly discounted** FoodCyclers to members of the community who wish to participate but cannot access the program at the established rates. Through this option, you will be able to provide a limited number of FoodCyclers to residents or community organizations for only \$75.00 per household.

The Township of North Dundas will be given the option to add on an additional 10 FC-30 units at well below cost. We ask that you make these units accessible at only **\$75.00** for those who cannot afford to participate at full price.



Total Invoiced Amount:

	Price	Qty	Total
Municipal Price	\$175.00	10	\$1,750.00
Shipping Estimate	Included		
Total Invoice Amount			\$1,750.00

Plus applicable taxes.

The resident contribution of \$75.00 per unit will further offset program costs by the following amount:

Net Municipal Cost:

	Price	Qty	Total
Total Invoice Amount	\$175.00	10	\$1,750.00
Less Resident Resale	\$75.00	10	\$750.00
Net Municipal Cost	\$100.00	10	\$1,000.00

Plus applicable taxes.

Purchase and Program Terms

Shipping: Shipping estimates to your location may range from \$1,500.00 – \$2,500.00 and the \$2,000.00 quoted is an estimated average based on today's shipping rates. The Municipality may choose the shipping option that best suits their budget and needs. The higher cost shipping options will generally provide superior shipping accuracy.

Confirmation Deadline: Confirmation of order (Council resolution or signed quote) to be received no later than February 28, 2023.

Payment Terms: 100% Payment due upon receipt of goods.

Accessories: Additional filters and other accessories may be purchased from FoodCycler at wholesale rates for resale to residents under the pilot program with no additional freight cost provided they are included in the initial order.

- ***NEW* RF-35 Replacement Filter Pack (Refillable):** Includes 2 refillable filter cartridges with carbon included, good for 1 filter change. One-time purchase only to convert to the refillable system. May be purchased at a price of \$22.12 + tax and must be purchased in increments of 18.
- ***NEW* RC-35 Carbon Filter Packs:** Includes 8 carbon packets, good for 4 filter changes. Compatible only with RF-35 refillable filter system. May be purchased at a price of \$50.00 + tax and must be purchased in increments of 9.
- **BK-30 Spare Buckets:** May be purchased at a price of \$50.00 + tax and must be purchased in increments of 6.
- **RF-30 Replacement Filter Pack:** Includes 2 disposable filter cartridges with carbon included, good for 1 filter change. May be purchased at a price of \$22.12 + tax and must be purchased in increments of 20.
 - RF-30 Replacement Filter Packs may also be purchased by residents directly through [Vitamix.com](https://www.vitamix.com) for \$29.95 + shipping + tax.
 - RF-35 and RC-35 refillable accessories are strictly limited to our municipal partners at this time and not available through Vitamix.

Warranty: 1-year standard manufacturer's warranty starting on date of delivery of all FoodCycler units to the Township of North Dundas. We will repair or replace any defects during that time. Extended warranties may be purchased at additional cost of \$25.00 per year for up to 5 years.

Buyback Guarantee: Food Cycle Science will buy back any unsold units after a period of 1 year from the delivery date. All units must be in new and unopened condition. The municipality is responsible for return shipping to our warehouse in Ottawa, ON plus a \$25.00/unit restocking fee.

Marketing and Promotion: The Township of North Dundas and Food Cycle Science mutually grant permission to use the name and/or logo or any other identifying marks for purposes of marketing, sales, case studies, public relations materials, and other communications solely to recognize the partnership between Food Cycle Science and the Township of North Dundas. The Township of North Dundas staff may be asked to provide a quote / video testimonial regarding the program.

Surveys / Tracking:

- The trial / survey period will be for 12 weeks starting on or before June 1, 2023.
- Residents will be asked to track weekly usage of the FoodCycler during each week of the trial. Tracking sheets will be provided as part of a Resident Package prepared by Food Cycle Science.
- At the end of the 12 weeks, residents must report their usage and answer a number of survey questions. Survey is to be provided by Food Cycle Science and approved by the Township of North Dundas.
- The survey is to be administered either by the Township of North Dundas or by Food Cycle Science, by request and with permission. All survey results are to be shared between the Township of North Dundas and Food Cycle Science. The Township of North Dundas shall ensure all personal information of participants is removed from any data ahead of sharing with Food Cycle Science.
- The Township of North Dundas may administer additional touchpoints with participants at their discretion.

Report: At the request of Township of North Dundas, Food Cycle Science will prepare a report summarizing program performance including waste diversion, potential for expansion, and other factors deemed relevant by the Township of North Dundas. A report must be completed and included in our submission to Impact Canada by May 15, 2023.

Customer Support / Replacement Units:

- Food Cycle Science has a dedicated municipal support team that is available to assist customers with any troubleshooting, repairs, or replacement when required.
- Food Cycle Science may provide a small number of spare FoodCycler FC-30 units with the initial order to be used for replacements if/when required. The Township of North Dundas would be tasked with assisting residents with replacements where necessary. Replacement units will be supplied at no cost to the municipality and represent approximately 2% of the total initial order. This represents our anticipated/accepted failure rates.
- Any unused spare units remaining after the warranty period shall be donated to a local school, with priority given to schools participating in EcoSchools Canada programs.

Summary and Acceptance of Terms

We respectfully ask that you confirm your participation no later than February 28, 2023 in order to respect the timeline of the Impact Canada Food Waste Reduction Challenge.

Please choose the option that best suits a program for your community:

Option	Invoice Amount	→	Net Municipal Cost	Select to Confirm	Affordable Add-On	Invoice Amount	→	Net Municipal Cost	Select to Confirm
Option 1: FoodCycler	\$34,400	→	11,900	<input type="checkbox"/>	+ 10 units	\$1,750	→	\$1,000	<input type="checkbox"/>

Terms Accepted and Agreed by Township of North Dundas:

Name / Title

Name / Title

Signature

Date

Signature

Date

Food Cycle Science looks forward to working with the Township of North Dundas to reduce the amount of food waste going to landfill in a manner that is convenient and cost-effective.

Sincerely,

Jacob Hanlon

Municipal Program Coordinator

jacobh@foodcycler.com | +1 613-316-4094



Food Cycle Science Corporation

371A Richmond Road, Suite #4

Ottawa, ON K2A 0E7

www.foodcycler.com



ACTION REQUEST

Environmental Services

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

**Subject: Contract Administration for the Main Street Pumping Station and
Forcemain Project**

RECOMMENDATION:

THAT Council approve the cost of \$275,410 plus HST for the Contract Administration fees associated with the Main Street Pumping Station and Forcemain Project to be funded through the 2023 water and sewer budget.

BACKGROUND:

In September of 2021, Council awarded RFP No, PW-2021-06 Engineering Services for Various Water and Sewer Infrastructure Expansion and Upgrades to J.L. Richards & Associates Limited in the amount of \$985,130 plus HST. A provisional component of this RFP was Contract Administration for the construction of the County Road 3 Pumping Station and Forcemain Project.

During the September 2021 Council meeting, the provisional items, such as contract administration were not awarded, and only non-provisional items were awarded by Council. These included the design, permit process, and preparation of tender specifications of various ongoing water and sewer infrastructure expansion upgrades, including the pumping station and forcemain.

With the previous award of the construction to Robert Excavation in 2022, JL Richards' work regarding design, permitting, and preparing tender documents was complete. As of January 31st 2023, the pumping station and force main project are moving forward, with an anticipated construction start date in May 2023, and completion date of August 31st 2023. To ensure this project continues to move smoothly and any issues that come up are addressed effectively and efficiently staff are requesting that Council award contract administration and project supervision to JL Richards. JL Richards completed the design, permits, and tender work for the project and are most suitable for contract administration and project supervision.

The cost for Contract Administration includes reviewing shop drawings and construction schedules, responding to requests for information and change order requests, preparing site instructions and payment certificates, undertaking progress reviews and deficiency reviews, and ensuring overall compliance with the contract documents and design intent. Contract Administration will also include attendance and chairing of pre-construction meetings and all bi-weekly construction meetings. Included in Contract Administration is also commissioning assistance and construction close out documentation. This will involve

JL Richards coordinating with the general contractor to ensure the operations and maintenance manual is complete and complies with all Ministry requirements. The project team will also prepare as constructed drawings based on information collected during construction and support during the warranty period.

OPTIONS AND DISCUSSION:

1. **Approve the recommendation** - recommended.
2. **Do not approve the recommendation** - not recommended- delays in approving contract administration could impact project start and completion timelines which are required for new developments on the West side of Winchester.

FINANCIAL ANALYSIS:

The project fee schedule is attached to this report for Council's review. The \$275,410 plus HST will be funded through the 2023 water budget.

OTHERS CONSULTED:

CAO

ATTACHMENTS:

Consultant Scope Change Request 6

JLR No.: 31486-000.1

Page 1 of 2



**J.L. Richards
& Associates Limited**
203-863 Princess Street
Kingston, ON Canada
K7L 5N4
Tel: 613 544 1424
Fax: 613 544 5679

CONSULTANT SCOPE CHANGE REQUEST 6

Project: Main St Pumping Station and Forcemain

Client: Township of North Dundas

Purchase Order No.: 2943

To: Danielle Ward / Angela Rutley

Contract No.: #1-5-9010-8007

Scope Change Description & Reason

Description and Reason for the Change

The Municipality retained J.L. Richards & Associates Limited (JLR) to provide consulting engineering in support of the preliminary and detailed design of the Main St pumping station and forcemain project. The purpose of the upgrades is to accommodate additional development in the area in the Town of Winchester

The original approved scope of work included the scope of work up to the completion of design and tendering of the work. Now that the tendering is complete and the contractor has been selected, the municipality has requested for JLR to provide construction tendering, contract administration and site inspection services.

Contract Administration Services

This phase will include all the contract administration support during the construction period, including reviewing shop drawings and construction schedules, responding to RFIs and change order requests, preparing site instructions and payment certificates, undertaking progress reviews and deficiency reviews, and ensuring overall compliance with the contract documents and design intent. JLR will chair and minute the pre-construction meetings and all the bi-weekly construction meetings.

We have assumed that there will be 4.5 months of full-time inspection for the installation of the forcemain and buried infrastructure and 4.5 months of part time inspection for the pumping station installation. We have also assumed an 11-month construction period for the in – office contract administration duties. This timeline will be confirm once the contractors schedule is received.

Commissioning Assistance and Construction Close-out Documentation

This phase will involve providing on-site support to oversee the commissioning and start-up of new equipment and various systems. The project team will coordinate with the General Contractor to ensure the O&M manual is complete and complies with MECP requirements. We will assess the application for Substantial Completion and prepare the general conformance letter and holdback payment certificates. The Project Team will conduct a deficiency walkthrough and will coordinate with the Contractor to address the list in a timely manner.

As-Constructed Drawings and Warranty Administration

The Project Team will prepare as-constructed drawings based on information collected during construction, including contractor as-built markups. JLR will also provide support during warranty period, including an inspection walkthrough and project close-out.

Assumptions and Exclusions

- All site work and administrative services related to the changes in the Construction Lien Amendment Act that came into effect on October 1, 2019, concerning prompt payment and adjudication.
- Delays in the production and submission of design work or administrative services arising out of, or resulting from, COVID-19 and the illness or unavailability of JLR personnel, but where in such circumstances Client and JLR shall cooperate in good faith to (1) substitute

Additional Deliverables

- nil

JLR No.: 31486-000.1

Page 2 of 2



**J.L. Richards
& Associates Limited**
203-863 Princess Street
Kingston, ON Canada
K7L 5N4
Tel: 613 544 1424
Fax: 613 544 5679

CONSULTANT SCOPE CHANGE REQUEST 6

Additional Notes

- nil

*The terms and conditions of the original agreement will apply for the proposed additional scope of work.

Implications of Not Making the Change

- n/a

Impact to Schedule

Original Completion Date:	August 31, 2023	Revised Completion Date:	August 31, 2023
---------------------------	-----------------	--------------------------	-----------------

Additional Fees for this Scope Change

JLR	Sub-Consultants	Expenses	Total Value of Scope Change
\$ 257,390	\$ \$0	\$ 18,020	\$275,410

Issued on: January 31, 2023

By:

A handwritten signature in black ink, appearing to read 'Matt Morkem', is written over a horizontal line.

Matt Morkem, P. Eng., Senior Civil Engineer
J.L. Richards & Associates Limited

Approved on: _____ By: _____
Name Signature

Distribution:

TABLE 1 - PROPOSED WORK PLAN AND BUDGET																						
TOWNSHIP OF NORTH DUNDAS - ENGINEERING SERVICES OF VARIOUS WATER AND SEWER INFRASTRUCTURE EXPANSION AND UPGRADES																						
PHASE/TASK		Project Management Team																				
				Design Team						Contract Administration					Total Hours	Total Task Fees	Disbursements	Total Task Costs				
		Brian Hein Principal in Charge & QA/QC	Sarah Gore Project Manager	Matt Morkem Civil Engineer	Owen Perrett Civil Designer	Andrew Duncan (PS Lead)	Susan Shi EA Lead	Ben Gates Mech/Process Designer	Jaymeson Trudgen Elec/I&C Engineer	Brad Gillies Structural Engineer	Curtis Lambert Contract Administrator	Patrick McGrath Asst. Contract Administrator	Field Inspector (Facilities)	Field Inspector (Linear)					Administrative Support			
		P.Eng.	P.Eng.	P.Eng.	P. Eng.	P.Eng	P.Eng	P.Eng	P.Eng	P.Eng	P. Eng.	E.I.T.	Tech.	Tech.					Tech.			
Phase 3 - Construction Services																						
3.1	Chair Pre-Construction Meeting and Bi-Weekly Construction Meetings				4	10	16	36	16	2	36	36	24	352	528	216	684	60	2020	\$ 257,390	\$ 18,020	\$ 275,410
3.2	Chair Commissioning Meetings during Construction																					
3.3	Review Construction Schedule, Shop drawings and Provide Technical Services Support																					
3.4	Provide Contract Administration Services (Prepare Payment Certificates, Contract Change Orders, Review and Respond to Contractor's RFIs and Claims)																					
3.5	Provide Full Time Site Inspection Services (4months)																					
3.6	Provide Training and Commissioning Support																					
3.7	Provide SCADA Commissioning and Programming Support																					
3.8	Prepare Final Process Control Narratives																					
3.9	Prepare As-Constructed Drawings																					
3.10	Review Operations and Maintenance Manuals																					
3.11	Conduct Contract Deficiencies Reviews (2 Total)																					
3.12	Coordination of Turnover of Completed Works to Township																					
3.13	Prepare As-Constructed Drawings																					
3.14	Warranty Period Services																					
Total Hours (Pumping Station Construction Services)					4	10	16	36	16	2	36	36	24	352	528	216	684	60	2020			
Total Fees (Pumping Station Construction Services)																				\$ 257,390	\$ 18,020	\$ 275,410



ACTION REQUEST

Recreation & Culture

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

Subject: Request From – A Bunch of People Arts and Events

RECOMMENDATION:

THAT Council receive the request from A Bunch of People and decline the request for free use of the Old Town Hall.

BACKGROUND:

A Bunch of People Arts and Events (ABOP), is a not-for-profit organization that provides artistic and entertaining events in North Dundas, as a way to raise money for local families in need of financial assistance. Since launching in 2018, ABOP has found that their most costly expense is renting space for their fundraising performances.

On March 8th, 2022, Council authorized and approved that A Bunch of People Arts and Events be granted free use of the Old Town Hall for the requested number of 16 rentals in 2022.

ABOP has four events scheduled to take place in 2023, all of which require the use of the Old Town Hall for multi-day performances. It has been confirmed that the space is available for the requested dates, for a total of 19 days. The group is requesting that Council waive the hall rental fees for the Old Town Hall, for those dates.

OPTIONS AND DISCUSSION:

- 1. Authorize and approve that A Bunch of People Arts and Events be granted free use of the Old Town Hall for the requested number of 19 rentals in 2023.**
- 2. Authorize and approve that A Bunch of People Arts and Events be granted free use of the Old Town Hall for up to 5 rentals in the year 2023, for the purposes of hosting fundraising performances.**
- 3. Do not approve the request from A Bunch of People Arts and Events.**

FINANCIAL ANALYSIS:

The not-for-profit rental rate for the Old Town Hall is \$50/full day. Should Council waive the rental fees for the 19 days requested in 2023, \$950 of revenue would not be generated. The fees waived in 2022 for the requested 16 dates, were valued at \$800; for a total of \$1,750 in free rentals being requested to date from ABOP.

OTHERS CONSULTED:

Recreation Coordinator

Recreation & Culture Administrative Assistant

ATTACHMENTS:

Letter of request

January 18 , 2023

Good day Mayor Fraser, Deputy Mayor Bergeron and Councillor(s) Lennox, Annable and Uhrig,

We are writing to you today to thank you so much for your sponsorship of 2022 and to request support from the Township of North Dundas for 2023.

As you know we are a not-for-profit Arts and Entertainment organization A Bunch of People Arts and Events (ABOP). In 2018, ABOP started to provide artistic and entertaining events in North Dundas, as a way to raise money for charity. We have always had this added purpose, right from the start, right with our first Christmas show in 2018. In our first year we provided \$300 to a single mother and her children, and with that money she paid her car insurance and was able to widen her employment area resulting in a new job. The next year, we donated \$600 to House of Lazarus (HOL), who found two (2) local families who were in need of help with large family debt. Despite the challenges of the pandemic, ABOP managed to stage four (4) events in 2021, resulting in a donation of \$1600 dollars to HOL. This money was distributed to 3 Chesterville families who were in need of alleviating some debt (dental, electricity and car repairs debts, respectively) in order to move forward in their lives. This work is extremely important to us and to those who work with us to stage our events. In 2022 we had six (6) events of which 5 were stage at the Old Town Hall in Winchester and for 2022 ABOP donated \$2200.00 to House of Lazarus to use as they needed given the increased number of people using the HOL food bank.

For 2023, we have come to you again seeking primary support from the Township regarding the waiving of fees to rent the Old Town Hall in the amount of \$950.00. The rental dates for our artistic events and performances would be:

ABOP Event at the Old Town Hall	Date of Event	Totals
A Bunch of Sketches - The Sequel	May 15-20, 2023	6 full days (\$300)
ABOP Show Chorus	Sept. 20-23, 2023	4 full days (\$200)
True Stories III	October 16-21, 2023	6 full days (\$300)
ABOP Annual Christmas Show	December 14-16, 2023	3 full days (\$150)

Unfortunately, since the pandemic, we have seen continued economic upheavals. These hard times and the uncertainty, as we navigate our way forward, are heavy and we need times of lightness and enjoyable diversion to give us a break from all the burden. We recognize townships have an interest in their citizens' lives and strive to provide economic and social opportunities to the public and non-monetary support to the local "helping" organizations, such as ours. In return, we would gratefully list the Township of North Dundas as a main Sponsor of all our events and would provide space in our advertisements and the event programs announcing such.

We look forward to hearing from you and would happily meet with and speak with anyone or present at a council meeting, if desired. We have attached the request in letter format for you, as well.

All the best,

Amanda Burger - President of the Board and Founder of A Bunch of People Arts and Events

Tel: 613-346-5064

Email: abunchofpeopleartsandevents@gmail.com

<https://www.facebook.com/abunchofpeopleartsandevents>

<https://abunchofpeopleartsandevents.business.site/>



ACTION REQUEST – TENDER

Recreation & Culture

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

Subject: RFP No. RC2022-12 for Engineering and Landscape Architecture Services for the Hallville Community Park

RECOMMENDATION:

THAT Council approve the award of RFP No. RC2022-12 for Engineering and Landscape Architecture Services for the Hallville Community Park to Novatech Engineers, Planners & Landscape Architects for the stipulated price of \$305,742 + HST.

BACKGROUND:

A Request for Proposal for Engineering and Landscape Architecture services for the Hallville Community Park was advertised on our website and also emailed to numerous firms in the surrounding area. The non-mandatory scheduled site meeting was very well attended, with representatives from seven different companies. Numerous questions were received by the deadline and a second round of questions was opened at the request of the interested firms. Six proposals were received and opened on Friday, December 9th. Based on a thorough review and evaluation process, it is recommended that Phases 1 & 2 of the park engineering & landscape work be awarded to Novatech Engineers, Planners & Landscape Architects (Novatech) for the stipulated price of \$305,742.00 + HST.

Novatech is able to commence right away, with the following targets:

2023:

- Inspections, testing, surveys, assessments, permits, approvals
- Well drilling
- Finalize design plans (concept, septic, stormwater management, mechanical, electrical, pathways, playground, multi-use rink, pedestrian crossings, amenities)
- Review Class B cost estimate
- Issue drawings and specifications to the Township for tendering purposes
- Assist during tendering, review bids and provide recommendation(s) for award of contract(s)
- Lead start-up meetings with Contractors and Municipal Representatives

2024:

- Construction of Phase 1 & 2 elements

2025:

- Construction of Phase 3 elements

OPTIONS AND DISCUSSION:

- 1. Approve the award of RFP No. RC2022-12 for Engineering and Landscape Architecture Services for the Hallville Community Park to Novatech Engineers, Planners & Landscape Architects for the stipulated price of \$305,742 + HST - recommended.**
- 2. Request that an alternate company be awarded the project - not recommended.**

FINANCIAL ANALYSIS:

In 2022, the Phasing Summary that was drafted by Ruhland & Associates Ltd., estimated consulting fees for Phase 1 to be \$241,000 and for Phase 2 to be \$65,000, for a total of \$306,000. The fee proposal that was submitted by Novatech was \$305,742.00 for Phases 1 & 2 collectively. \$258 under the projected budget.

Novatech also submitted provisional pricing for design and administration services for Phase 3, which includes the optional amenities of a ball diamond, soccer field and splash pad, among other site development and features.

Ruhland & Associates Ltd. estimated Phase 3 to have associated consulting fees of \$203,000 if all three optional amenities were selected. The fee proposal submitted by Novatech is under that amount for all amenities collectively, and they have also provided separate pricing per amenity.

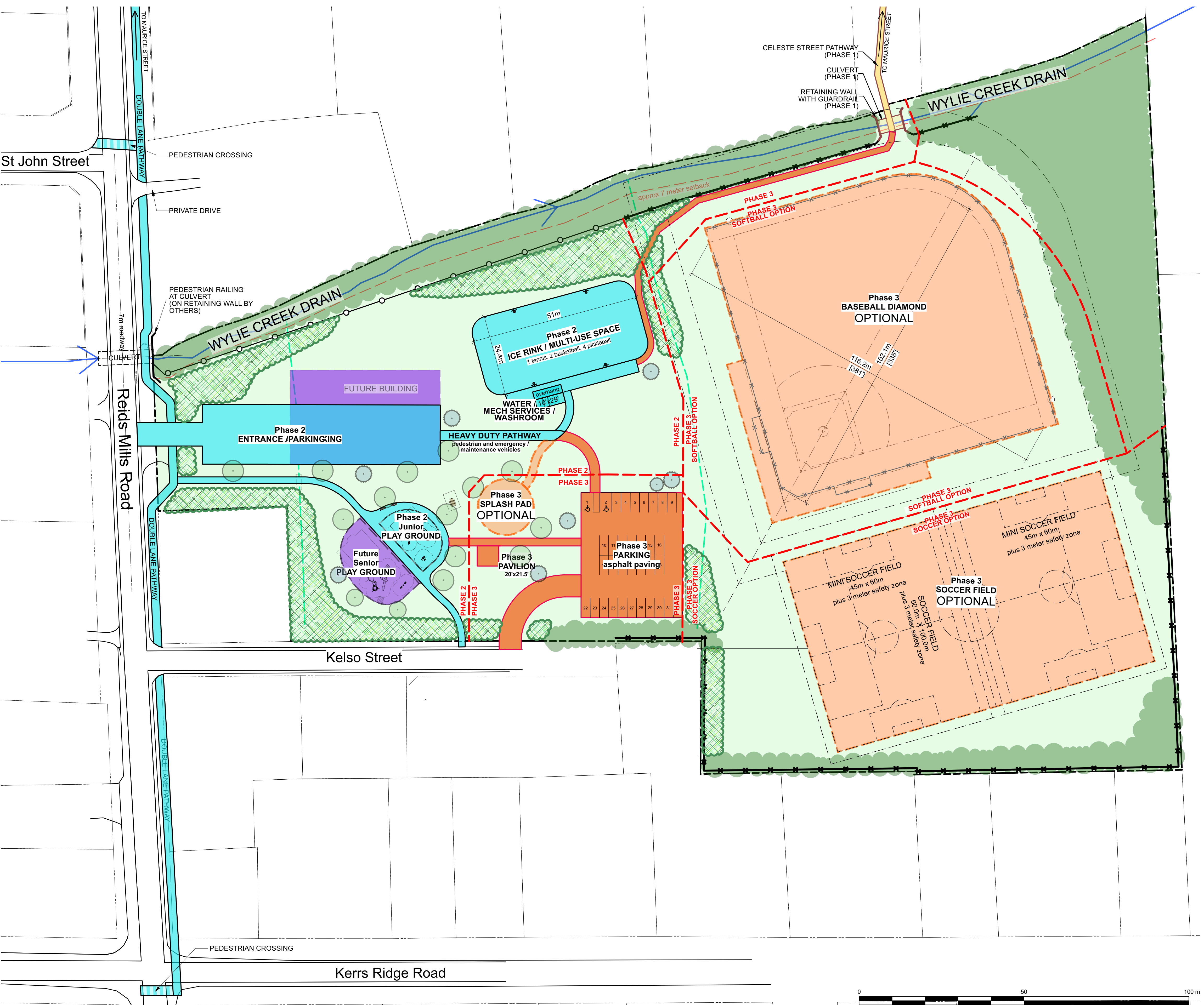
In their schedule proposal, Novatech estimates that they will be prepared to offer sequencing and costing for the optional amenities, as well as concept plan updates, by mid-April. With consideration given to the community survey results for the park development, Staff and Council can then work together to choose which Phase 3 components are within budget and will proceed, so that planning and development of the Phase 3 area can be coordinated with Phases 1 & 2 for greatest efficiency and in the most economical way.

ATTACHMENTS

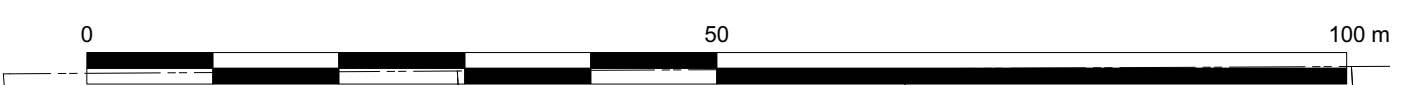
Concept Plan
Phasing Summary

OTHERS CONSULTED:

CAO



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



HALLVILLE PARKLAND - OPTION B PHASING SUMMARY

PHASE 1 2022	\$315,083.99
CONSULTANT FEES PH 1 - 3 DESIGN	\$231,000.00
REPORTS / SURVEY	\$10,000.00
TOTAL CONSULTING	\$241,000.00
CELESTE PEDESTRIAN CONNECTION	\$17,940.00
25% DEPOSIT FOR PLAY STRUCTURES	\$27,500.00
TOTAL CONSTRUCTION	\$45,440.00
Subtotal	\$286,440.00
Contingency - 10%	\$28,644.00
Total	\$315,083.99

TOTAL PHASING	\$2,009,080.00
CONTINGENCY (10%)	\$200,908.00
TOTAL INVESTMENT (before HST)	\$2,209,987.99
PROJECT BUDGET	\$2,728,691.25
REMAINING BALANCE	\$518,703.26

PH 3 - OPT SPLASH PAD 2025 - 2026	\$478,170.00
CONSULTANT FEES OP SPLASH PAD INTEGRATI	\$12,000.00
CONSULTANT FEES OP SPLASH PAD CON ADMIN	\$7,200.00
ASBUILT RECORDS (park)	\$2,500.00
TOTAL CONSULTING	\$21,700.00
SITE WORKS SERVICING CONNECTIONS	\$10,000.00
SPLASH PAD	\$400,000.00
PATHWAY CONNECTION	\$3,000.00
TOTAL CONSTRUCTION	\$413,000.00
Subtotal	\$434,700.00
Contingency - 10%	\$43,470.00
Total	\$478,170.00

TOTAL plus Splash Pad	\$2,443,780.00
CONTINGENCY (10%)	\$244,378.00
TOTAL INVESTMENT (before HST)	\$2,688,157.99
PROJECT BUDGET	\$2,728,691.25
REMAINING BALANCE	\$40,533.26

TOTAL INVESTMENT (before HST)

PHASE 2 2023 - 2024	\$1,494,432.50
CONSULTANT FEES PH 2 CONTRACT ADMIN	\$55,000.00
CONSULTANT FEES - DESIGN ADJUSTMENTS	\$10,000.00
TOTAL CONSULTING	\$65,000.00
SITE WORKS SERVICING LIGHTING	\$330,000.00
REID MILLS PATHWAY & CROSSWALKS	\$104,500.00
PHASE 2 PARKING	\$108,750.00
PATHWAY SYSTEM FENCING	\$84,000.00
PLAY STRUCTURES & INSTALLATION*	\$82,500.00
PLAY STRUCTURE BASE & SAFETY SURFACING	\$40,000.00
BOARDED ICE RINK	\$175,000.00
RINK BUNKER AND WASHROOMS	\$230,000.00
SOFT LANDSCAPING	\$111,375.00
FURNISHINGS	\$27,450.00
TOTAL CONSTRUCTION	\$1,293,575.00
Subtotal	\$1,358,575.00
Contingency - 10%	\$135,857.50
Total	\$1,494,432.50

* Remainder of play structure purchase

PH 3 - OPT BALL DIAMOND 2025 -2026	\$727,925.00
CONSULTANT FEES OP BALL DESIGN	\$52,500.00
CONSULTANT FEES OP BALL CON ADMIN	\$17,500.00
ASBUILT RECORDS	\$2,500.00
TOTAL CONSULTING	\$72,500.00
CLEARING FILL FOR BALL DIAMOND	\$143,650.00
SITE WORKS SERVICING	\$110,000.00
BALL DIAMOND (Senior Softball)	\$187,600.00
BALL DIAMOND FENCING	\$110,000.00
FURNISHINGS	\$38,000.00
TOTAL CONSTRUCTION	\$589,250.00
Subtotal	\$661,750.00
Contingency - 10%	\$66,175.00
Total	\$727,925.00

TOTAL plus Ball Diamond	\$2,670,830.00
CONTINGENCY (10%)	\$267,083.00
TOTAL INVESTMENT (before HST)	\$2,937,912.99
PROJECT BUDGET	\$2,728,691.25
REMAINING BALANCE	(\$209,221.74)

PHASE 3 2025-2026	\$400,471.50
CONSULTANT FEES PH 3 CONTRACT ADMIN	\$9,500.00
ASBUILT RECORDS	\$12,000.00
TOTAL CONSULTING	\$21,500.00
SITE WORKS SERVICING LIGHTING	\$59,490.00
PHASE 3 PARKING - OVERFLOW	\$116,850.00
PATHWAY SYSTEM + FENCE EXTENSION	\$51,000.00
PAVILION & PAD	\$70,000.00
SOFT LANDSCAPING	\$45,225.00
TOTAL CONSTRUCTION	\$342,565.00
Subtotal	\$364,065.00
Contingency - 10%	\$36,406.50
Total	\$400,471.50

PH 3 - OPT SOCCERFIELD 2025 - 2026	\$803,522.50
CONSULTANT FEES OP SOCCER DESIGN	\$63,750.00
CONSULTANT FEES OP SOCCER D CON ADMIN	\$21,250.00
ASBUILT RECORDS	\$2,500.00
TOTAL CONSULTING	\$87,500.00
CLEARING FILL FOR SOCCER FIELD	\$245,500.00
SITE WORKS SERVICING	\$120,000.00
SOCCER PLAYING FIELDS (full and mini)	\$206,600.00
PATHWAY SYSTEM FENCING	\$70,875.00
FURNISHINGS	\$0.00
TOTAL CONSTRUCTION	\$642,975.00
Subtotal	\$730,475.00
Contingency - 10%	\$73,047.50
Total	\$803,522.50

TOTAL plus Soccer	\$2,739,555.00
CONTINGENCY (10%)	\$273,955.50
TOTAL INVESTMENT (before HST)	\$3,013,510.49
PROJECT BUDGET	\$2,728,691.25
REMAINING BALANCE	(\$284,819.24)

NOTES

1. CONSULTING FEES BASED ON OALA (Ontario Association of Landscape Architects) FEE GUIDELINES FOR COMPLEXITY AND MAGNITUDE OF WORK, BASED ON THE ESTIMATED CONSTRUCTION BUDGET WITH LANDSCAPE ARCHITECTURAL AND ENGINEERING SERVICES WITH ALLOWANCE FOR SEPARATE CONSULTING CONTRACTS.
2. CONSTRUCTION BUDGET BASED ON BUDGET PRESENTED BY THE TOWNSHIP OF NORTH DUNDAS FOR GRANT PURPOSES (adjustments made where known prices are available. Updated prices to be obtained once engineering services are in place)
3. MINIMAL CONTINGENCY AMOUNTS SHOWN BUT ADDITIONAL CONTINGENCY AMOUNTS SHOULD BE CONSIDERED IN FUTURE PHASES FOR UNFORESEEN INCREASES, ITEMS, ETC.
4. ACCESS AND FILL REQUIREMENTS FOR EAST END OF PARK TO BE DETERMINED. AN ESTIMATED AVERAGE OF 150mm (SOFTBALL) & 250mm (SOCCERFIELD) IS USED FOR BUDGET PURPOSES.
- * BUDGET SHOWS DEPOSIT FOR PLAYS STRUCTURE OF 25% IN 2022, THE REMAINDER TO BE PAID IN 2023 WITH DELIVERY AND INSTALLATION.

TOTAL INCREMENTAL CALCULATIONS

PHASE 1-3	
PROJECT BUDGET	\$2,728,691.25
TOTAL INVESTMENT (ph 1, 2 &3)	\$2,209,987.99
REMAINING BALANCE	\$518,703.26

PHASE 3 OPTIONAL SPLASH PAD	
PROJECT BUDGET REMAINING	\$518,703.26
TOTAL INVESTMENT (SPLASH PAD)	\$478,170.00
REMAINING BALANCE	\$40,533.26

PHASE 3 plus OPTIONAL BALL DIAMOND	
PROJECT BUDGET REMAINING	\$40,533.26
TOTAL INVESTMENT (BALL DIAMOND)	\$727,925.00
REMAINING BALANCE	(\$687,391.74)

PHASE 3 plus OPTIONAL SOCCER	
PROJECT BUDGET REMAINING	(\$687,391.74)
TOTAL INVESTMENT (BALL DIAMOND)	\$803,522.50
REMAINING BALANCE	(\$1,490,914.24)



ACTION REQUEST – TENDER

Economic Development & Communications

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

Subject: 2023 Explore North Dundas Publication RFQ's

RECOMMENDATION:

THAT Council receive the RFQ submission summary for the 2023 Explore North Dundas publication and approve the award of tender for the following companies exclusive of HST: Turn Key Marketing Solutions Inc. at \$2,630 for graphic design, R.E. Gilmore Investments Corp. at \$8,555 for printing, Home Team Media Inc. at \$2,800 for photography and Home Team Media Inc. at \$1,450 for article creation.

BACKGROUND:

Request for Quotations for the graphic design, printing, photography and article creation for the 2023 Explore North Dundas publication were released on December 14th, 2022 and closed on January 13th, 2023. The submissions were evaluated against the scoring criteria as detailed in the RFQ's, with the recommended companies detailed in this report.

The Graphic Design RFQ is recommended to be awarded to Turn Key Marketing Solutions Inc. at a quoted price of \$2,630 plus HST. We received two submissions.

The Printing RFQ is recommended to be awarded to R.E. Gilmore Investments Corp. at a quoted price of \$8,555 plus HST. We received nine submissions.

The Photography RFQ is recommended to be awarded to Home Team Media Inc. at a quoted price of \$2,800 plus HST. We received three submissions.

The Article Creation RFQ is recommended to be awarded to Home Team Media Inc. at a quoted price of \$1,450 plus HST. We received two submissions.

The Explore North Dundas publication will be printed and mailed in early May. It will be mailed to all residences in North Dundas, as well as to the residents of Osgoode, Finch, Avonmore, Berwick, Winchester Springs, Marionville and Russell.

Given the December 20th Council preapproval of the 2023 budget amount of \$18,900 for the production of this publication, the recommended companies have already been contacted and engaged.

OPTIONS AND DISCUSSION:

- 1. Award the Graphic Design, Printing, Photography and Article Creation RFQ's as recommended – recommended.**
- 2. Award the Graphic Design, Printing, Photography and Article Creation RFQ's to other submissions – not recommended.**

3. **Do not award the Graphic Design, Printing, Photography and Article Creation RFQ's to any of the submissions** – not recommended.

FINANCIAL ANALYSIS:

Council pre-approved a budget amount of \$18,900.00 for the Explore North Dundas Publication. The awarded tenders fall within the pre-approved budget totaling \$15,435.00 exclusive of HST.

OTHERS CONSULTED:

- Ms. Chloe Preston, Executive Assistant/Deputy Clerk

ATTACHMENTS:



ACTION REQUEST – BYLAW

Chief Administrative Officer

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

Subject: Bylaw No. 2023-07 Council Remuneration

RECOMMENDATION:

THAT Bylaw No. 2023-07 being a Bylaw to establish the remuneration for Council & Township Staff and Appointed Members be read and passed in Open Council, signed and sealed this 7th day of February, 2023.

BACKGROUND:

At the January 18th Regular Meeting of Council, Bylaw 2019-16 (Council Remuneration) was presented for comment and direction. Council directed staff to provide an updated Remuneration Bylaw with the following changes for Council discussion at the next meeting:

Section 7:

Include the same annual adjustment clause that is included in the salary/wage administration policy (58-2013) that applies to staff.

Section 1:

Council rates of pay have been updated in accordance with the newly amended Section 7. For 2023 the rates of pay have been increased by 3%.

Section 5:

Council directed that staff include a supplementary payment that can be claimed for conferences/conventions hosted in the Greater Toronto Area (GTA) where the cost of accommodations, travel and food exceed the regular conference allowance of \$1,200. A \$250 allowance has been included, similar to another SDG municipality.

Section 11:

Council directed that the travel reimbursement to match the CRA Rate, set annually, similarly to the contractors as decided at the September 13, 2022 Meeting of Council. The CRA establishes a per kilometre (km) rate for the use of privately-owned vehicles driven for business travel. The current CRA rate for 2023 as at January 1, 2023 is \$0.68/kilometer for the first 5,000 kilometres and \$0.62/kilometre driven beyond that.

In addition to the above changes, the bylaw declares the following:

- 1.0 *That one-third of the remuneration paid to the elected members of council is deemed to be expenses incident to the discharge of their duties as*

members of Council

- 1.1 *That this one-third allowance shall be reviewed at a public meeting at least once during the four-year period corresponding to the term of office of its members after a regular election pursuant to Section 283 of the Municipal Act, S.O. 2001.*

The presentation of this bylaw at the public Council meeting constitutes the review required by section 1.1. If Council does not wish to include sections 1.0 and 1.1 in the Bylaw 2023-07, the Bylaw can be amended to delete those sections.

OPTIONS AND DISCUSSION:

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

FINANCIAL ANALYSIS:

The amounts for Council remuneration will be included in the 2023 Draft Budget

OTHERS CONSULTED:

ATTACHMENTS:

Draft Bylaw 2023-07

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BYLAW NO. 2023-07

Being a Bylaw to establish the remuneration for Council & Township Staff and Appointed Members

WHEREAS Section 283 (1) of the *Municipal Act, S.O. 2001*, states that a municipality may pay any part of the remuneration and expenses of the members of any local board of the municipality and of the officers and employees of that local board.

AND WHEREAS Section 283 (5) states that if a resolution of a municipality under subsection 255 (2) or (3) of the old Act is not revoked before January 1, 2003, the resolution shall be deemed to be a bylaw of the municipality and one-third of the remuneration paid to the elected members of the council and its local boards is deemed as expenses incident to the discharge of their duties as members of the council or local board;

AND WHEREAS Section 283 of the *Ontario Municipal Act, S.O. 2001* establishes a procedure for the review of the bylaw under subsection (5);

AND WHEREAS the Federal Government passed Bill C44 which eliminates the tax exemption for the one-third allowance effective January 1, 2019;

AND WHEREAS the Council of the Township of North Dundas deems it necessary and desirable to enact a bylaw to establish the remuneration for members of Council and Staff.

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

- 1.0 One-Third Allowance
 - 1.1 That one-third of the remuneration paid to the elected members of council is deemed to be expenses incident to the discharge of their duties as members of Council
 - 1.2 That this one-third allowance shall be reviewed at a public meeting at least once during the four-year period corresponding to the term of office of its members after a regular election pursuant to Section 283 of the *Municipal Act, S.O. 2001*.
- 2.0 That payments made as part of the annual honorarium, meeting allowance and other items be set out in Schedule “A” to this Bylaw.
- 3.0 That Bylaw No. 2019-16 is hereby repealed.
- 4.0 That this Bylaw is retro-active to January 1, 2023.

READ and passed in Open Council signed and sealed this 7th day of February, 2023.

MAYOR

CLERK

1. The members of Council shall be paid at the following rates:

a) Mayor	\$34,334.42
b) Deputy-Mayor	\$18,677.18
c) Councillors	\$16,487.11
2. The above noted rates shall cover any and all regular and special Council meetings.
3. All members of Council who have been appointed as paid Council representatives on the various committees listed on the Officers and Committees Bylaw shall be paid \$85.00 per committee meeting.
4. The Mayor shall be permitted an expense allowance not to exceed \$3,500.00 per year for reimbursement of all expenses related to attending events associated to the office and for special projects as chosen by the Mayor.
5. All members of Council shall be permitted to attend two (2) conventions (three (3) days in succession) per year and shall be paid \$1,200.00 per convention to attend the convention in person including travel, meals and hotel. Council will be paid \$150.00 per day to a maximum of 3 days (\$450.00) for attending the conference in person or virtually. The Municipality shall pay the registration fee directly to the conference organization for all members of Council. For conventions held within the Greater Toronto Area (GTA), Council members may claim an additional amount of up to \$250.00 if their expenses to attend the conference exceed the regular \$1,200 established above. The Township will register and pay directly for hotel rooms and travel tickets, up to the expense limits above, for any Council member that requests the Township to make these reservations. These amounts will be deducted from the Council member's expense allowance for the conference. If the Council member does not attend the conference, he/she will be required to reimburse the Township for any fees that have been incurred on his/her behalf.
6. Members of Council, other than the Mayor, are entitled to reimbursement of admission/banquet tickets to a maximum of \$500 per year, to attend events as representatives of the Township. The Mayor's admission/tickets are eligible as part of the Mayor's \$3,500 expense allowance.
7. Council's remuneration will be adjusted annually by an inflation factor. The inflation factor will be based on the Statistics Canada Consumer Price Index for Ontario, but will be at least 1.5% and no more than 3.0% in any year. The adjustment will be effective January 1st of each year and based on the CPI for Ontario as at December 31st for the previous year, within the stated minimum and maximum.
8. Department Heads and staff members who attend one Council meeting in a month at the request of the CAO, shall receive time-in-lieu for the time attending the meeting. When Department Heads and staff are requested by the CAO to attend any additional Council meetings in the same month, they will receive time-in-lieu or \$100.00 per meeting at the CAO's discretion.
9. Staff members may attend two (2) conferences per year at the discretion and authority of the CAO. Staff members will be reimbursed for all conference expenses as approved by the CAO. Registration fees shall be paid directly to the conference organization for all staff members.
10. Notwithstanding section (9) staff members may attend any workshop related to their specific jobs as authorized by the Department Head and CAO and shall have all related expenses reimbursed. Registration fees shall be paid directly to the organization.
11. When applicable, Members of Council, committee members and Township employees will be reimbursed mileage at the CRA Rate in effect at the time.

12. Members of Council will be provided with a cell phone or phone allowance in accordance with policy 62-2015.
13. If eligible, Council members must enroll in the Township's Primary Pension Plan (OMERS).
14. All members of Council will have access to an annual Health Spending Account as per policy 69-2017.



ACTION REQUEST – BYLAW

Chief Administrative Officer

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

Subject: Bylaw No. 2023-08

RECOMMENDATION:

THAT Bylaw No. 2023-08 being a Bylaw to establish the remuneration of Fire Department Personnel be read and passed in Open Council, signed and sealed this 7th day of February, 2023.

BACKGROUND:

In March 2022, Council passed Bylaw 2022-14 regarding the remuneration of Fire Department Personnel. At that time the bylaw established an annual salary/wage adjustment based on the Statistics Canada Consumer Price Index for Ontario as at December 31st for the previous year, but at least 1.5% and no more than 3%.

The attached Bylaw updates the remuneration for 2023 and the attached Schedule A increases Fire Department Personnel remuneration by the maximum 3.0% effective January 1, 2023.

OPTIONS AND DISCUSSION:

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

FINANCIAL ANALYSIS:

The increased salary/wages and honorariums will be included in the 2023 Budget.

OTHERS CONSULTED:

ATTACHMENTS:

Draft Bylaw 2023-08

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BYLAW NO. 2023-08

Being a Bylaw to establish the remuneration for Fire Department Personnel

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

AND WHEREAS the Council of the Township of North Dundas deems it necessary and desirable to enact a Bylaw to establish the remuneration for Fire Department personnel;

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

- 1.0 That the Fire Department remuneration including honorariums and hourly rates as outlined in Schedule "A" attached shall be effective on the date indicated.
- 2.0 In order to assist with any adverse effect on employees by fluctuations in their cost of living, the remuneration for fire department personnel will be adjusted annually by an inflation factor. The inflation factor will be based on the Statistics Canada Consumer Price Index for Ontario, but will be at least 1.5% and no more than 3.0% in any year. The adjustment will be effective on January 1st each year and based on the annual CPI for Ontario as at December 31st for the previous year, within the stated minimum and maximum.
- 3.0 That this Bylaw is retro-active to January 1, 2023.
- 4.0 All former Bylaws or resolutions contrary to and inconsistent with all or any part of this Bylaw are hereby repealed, including Bylaw 2022-14.

READ and passed in open Council signed and sealed this 7th day of February, 2023.

MAYOR

CLERK

Township of North Dundas Fire Department
2023 Remuneration
Effective January 1, 2023

Position	Honorarium	Hourly Rate
Fire Department Liaison	\$6,695.09	n/a
Fire Chief	\$2,231.70	\$22.32
Deputy Chief	\$1,673.77	\$21.76
Captain	\$725.30	\$21.21
Firefighter		\$20.09



ACTION REQUEST – BYLAW

Chief Administrative Officer

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

Subject: Bylaw No. 2023-09 Remuneration for Full-Time Employees

RECOMMENDATION:

THAT Bylaw No. 2023-09 being a Bylaw to set remuneration for all full-time employees be read and passed in Open Council, signed and sealed this 7th day of February, 2023.

BACKGROUND:

In March 2022, Council passed Bylaw 2022-13 regarding the remuneration of full-time employees. At that time the bylaw established an annual salary/wage adjustment based on the Statistics Canada Consumer Price Index for Ontario as at December 31st for the previous year, but at least 1.5% and no more than 3%.

CPI for Ontario for December 2021 to 2022 was 6.0%. Schedule A of the attached Bylaw has been adjusted by the maximum 3.0% increase and is effective January 1, 2023. The Schedule includes the new positions that have been created and/or modified in the last year. Positions that are vacant are noted as such, but they are still listed on the grid, in case they are filled in the future.

OPTIONS AND DISCUSSION:

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

FINANCIAL ANALYSIS:

The increased salary/wages will be included in the 2023 Budget.

OTHERS CONSULTED:

ATTACHMENTS:

Draft Bylaw 2023-09

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BYLAW NO. 2023-09

Being a Bylaw to Set Remuneration for all Full-Time Employees

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

AND WHEREAS the Council of the Corporation of the Township of North Dundas deems it appropriate to establish a framework of remuneration for all full-time employees;

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

- 1.0** That the salary grid and classifications as outlined in Schedule "A" shall form part of this bylaw and be effective January 1, 2023.
- 2.0** The salary grid shall be updated annually in accordance with Salary/Wage Administration Policy #58-2013 and approved by the Chief Administrative Officer.
- 3.0** The Chief Administrative Officer shall be responsible for the administration of this bylaw.
- 4.0** That Bylaw No. 2022-13 is hereby repealed.

READ and passed in Open Council, signed and sealed this 7th day of February 2023.

MAYOR

CLERK

Grade	Position	Annual Hours		Minimum				Job Rate			
				Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	
18	Chief Administrative Officer / HR	1820		133,301	137,301	141,420	145,662	150,037			
15	Director of Public Works (P.Eng) (Vacant)	1820		106,792	111,038	115,535	120,156	124,902			
14	Dir. of Planning, Building & By-Law Services	1820		99,805	103,773	107,975	112,295	116,730			
13	Treasurer	1820		93,276	96,985	100,913	104,950	109,095	113,459		
12	Director of Corporate Services/Clerk	1820		86,770	90,218	93,871	97,628	101,484			
	Director of Transportation (Interim)	1820		86,770	90,218	93,871	97,628	101,484			
	CBO/Bldg. Inspector	1820		86,770	90,218	93,871	97,628	101,484			
	Director of Environmental Services (Interim)	1820		86,770	90,218	93,871	97,628	101,484			
11	Director of Recreation & Culture	1820		80,714	83,923	87,321	90,815	94,405	98,181	102,108	
10	Empty	1820		75,083	78,069	81,230	84,480	87,816			
9	Man. of Enforcement & Emergency Management (Vacant)	1820		69,845	72,623	75,563	78,586	81,690			
	Deputy CBO/Building Inspector	1820		69,845	72,623	75,563	78,586	81,690			
	Deputy Clerk (Vacant)	1820		69,845	72,623	75,563	78,586	81,690			
	Deputy Treasurer	1820		69,845	72,623	75,563	78,586	81,690			
8	Director of Waste Management (Vacant)	2080		74,254	77,206	80,334	83,546	86,847			
	Economic Development and Communications	1820		64,972	67,555	70,292	73,103	75,991			
	Senior Municipal Law Enforcement Officer	1820		64,972	67,555	70,292	73,103	75,991			
7	Facilities Manager	2080		69,845	72,622	75,564	78,586	81,690			
	Shop Foreman/Head Mechanic	2080		69,845	72,622	75,564	78,586	81,690			
	Patrol Supervisor (Acting)	2080		69,845	72,622	75,564	78,586	81,690			
	Building Inspector	1820		61,114	63,544	66,119	68,763	71,479			
	Intermediate Municipal Law Enforcement Officer	1820		61,114	63,544	66,119	68,763	71,479			
	Junior Planner	1820		61,114	63,544	66,119	68,763	71,479			
6	Waste Management Supervisor (Acting)	2080		64,254	66,809	69,515	72,295	75,150			
5	Roads Lead Hand /Subforeman	2080		59,771	62,146	64,665	67,252	69,908			
	Recreation Coordinator	1820		52,300	54,378	56,582	58,846	61,170	63,616	66,161	
	Exc. Asst./Deputy Clerk to Dir. of PB&E	1820		52,300	54,378	56,582	58,846	61,170			
	Executive Assistant/Deputy Clerk	1820		52,300	54,378	56,582	58,846	61,170	63,616	66,161	
	Accounting and Asset Management Coordinator	1820		52,300	54,378	56,582	58,846	61,170			
	Utility Billing, Accounts Receivable & Payable Coordinator	1820		52,300	54,378	56,582	58,846	61,170			
	Application Expediter/Building Official	1820		52,300	54,378	56,582	58,846	61,170			
4	Recreation Lead Hand	2080		55,600	57,812	60,153	62,559	65,031			
	Waste Management Lead Hand	2080		55,600	57,812	60,153	62,559	65,031			
	Truck and Coach Technician	2080		55,600	57,812	60,153	62,559	65,031			
	Tax Coordinator	1820		48,650	50,586	52,634	54,739	56,902			
	Junior Municipal Law Enforcement Officer (Vacant)	1820		48,650	50,586	52,634	54,739	56,902			
3	Deputy Clerk / Administrative Assistant	1820		45,257	47,057	48,962	50,920	52,933			
2	Roads Operator/Labourer (See note 1)	2080		48,113	50,027	52,052	54,136	56,273			
	Truck Driver/ Labourer	2080		48,113	50,027	52,052	54,136	56,273			
	Rec. Facilities Operator	2080		48,113	50,027	52,052	54,136	56,273			
	Administrative Assistant/Receptionist	1820		42,099	43,774	45,546	47,369	49,239			
1	Roads Labourer	2080		44,967	46,495	48,075	49,711	51,401	53,457		

Note 1 - An additional \$ 1.00 per hour while grading, excluding ice-blading.



ACTION REQUEST – BYLAW

Chief Administrative Officer

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

Subject: Bylaw No. 2022-16 – MMP III Grant amendment

RECOMMENDATION:

THAT Bylaw No. 2022-16 being a Bylaw to authorize a Transfer Payment Agreement between the Township of North Dundas and Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing, be approved as amended this 7th day of February, 2023.

BACKGROUND:

On January 24, 2023, Minister Clark announced an extension to the deadline for the MMP III Implementation Stream grant from February 28, 2023 to December 1, 2023. As the Township is taking advantage of this extension, we require an amendment to the Transfer Payment Agreement and the associated bylaw.

OPTIONS AND DISCUSSION:

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

FINANCIAL ANALYSIS:

N/A

OTHERS CONSULTED:

ATTACHMENTS:

Letter from Minister Steve Clerk dated January 24, 2023
Amended Bylaw No. 2022-16

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister
777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre
777, rue Bay, 17^e étage
Toronto ON M7A 2J3
Tél. : 416 585-7000



234-2023-286

January 24, 2023

Your Worship
Mayor Tony Fraser
Township of North Dundas

Dear Mayor Fraser,

Thank you for your participation in the third intake of the Municipal Modernization Program (MMP) under the implementation stream and your commitment to delivering modern, efficient services that are financially sustainable.

I have heard from many municipalities that you need more time to complete your implementation projects due to supply chain disruptions, limited availability of vendors and other challenges.

I understand how important your projects are to your communities. That is why I announced at the Rural Ontario Municipal Association (ROMA) conference that our government has approved a deadline extension from February 28, 2023, to December 1, 2023, for **all implementation stream** projects approved under the third intake of the MMP.

Ministry staff will forward instructions and an amending transfer payment agreement for your municipality's implementation project(s) in the coming days. Municipal staff are welcome to contact municipal.programs@ontario.ca with any questions.

Thank you for your participation in the MMP program and your continued commitment to delivering the modern, efficient services that your local communities depend on.

Sincerely,

A handwritten signature in blue ink that reads "Steve Clark".

Steve Clark
Minister

c. Angela Rutley, CAO
Nancy Johnston, Director of Corporate Services/Clerk
John Gareau, Treasurer

THE CORPORATION OF THE TOWNSHIP OF NORTHDUNDAS
BYLAW NO. 2022-16

Being a by-law to authorize a Transfer Payment Agreement between the Township of North Dundas and His Majesty the King in right of Ontario as represented by the Minister of Municipal Affairs and Housing.

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

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

AND WHEREAS the Township of North Dundas is desirous of entering into an Agreement with His Majesty the King in Right of Ontario as represented by the Minister of Municipal Affairs and Housing to receive funding under the Municipal Modernization Program Intake 3, Implementation Stream.

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

- 1.0** That the Corporation of the Township of North Dundas enters into an Agreement with His Majesty the King in Right of Ontario as represented by the Minister of Municipal Affairs and Housing to receive funding under the Municipal Modernization Program Intake 3, Implementation Stream.
- 2.0** That the Mayor and Clerk of the municipality are hereby authorized and directed on behalf of the Township of North Dundas to execute the Agreement attached hereto as Schedule “A” and forming part of this bylaw.
- 3.0** That the Mayor and Clerk of the municipality are hereby authorized and directed on behalf of the Township of North Dundas to execute the Agreement attached hereto as Schedule “B” and forming part of this bylaw.
- 4.0** Any other bylaws inconsistent with this bylaw are hereby repealed.

READ and passed in Open Council, signed and sealed this 8th day of February, 2022.

As amended this 7th day of February, 2023, with the addition of Schedule “B”.

MAYOR

CLERK

Schedule A to Bylaw 2022-16
ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the _____ day of _____, 20____

B E T W E E N :

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

(the “Province”)

- and -

The Corporation of the Township of North Dundas

(the “Recipient”)

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 form part of the Agreement:

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

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

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 COUNTERPARTS

3.1 **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

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

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

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

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

Date

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

The Corporation of the Township of North Dundas

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

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

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

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

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

“Budget” means the budget attached to the Agreement as Schedule “D”.

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

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

“Event of Default” has the meaning ascribed to it in section A12.1.

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

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

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

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

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

“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 other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in Schedule “C”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

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

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

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

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

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

A3.0 TERM OF THE AGREEMENT

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

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

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

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient’s council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will 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 in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

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

A4.5 Interest. If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

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

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

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

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

A6.0 CONFLICT OF INTEREST

A6.1 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

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

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

A6.2 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;
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent 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.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, “**Province**” includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1:
 - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule “F”;
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (i) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any other accounting principles that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four 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.

A7.5 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 and documents referred to in section A7.3; and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5, 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) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 Auditor General. The Province's rights under Article A7.0 are in addition to

any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

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

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

A10.2 Proof of Insurance. The Recipient will:

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

A11.0 TERMINATION ON NOTICE

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

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

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

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 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:

- (i) carry out the Project;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii).

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (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 Record 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.

A12.3 Opportunity to Remedy. If, in accordance with section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and

(b) the Notice Period.

A12.4 Recipient not Remedying. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (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 Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), and (i).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

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

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

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

excess Funds.

A15.2 **Debt Due.** If, pursuant to the Agreement:

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

such 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.

A15.3 **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.

A15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A15.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

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

A16.2 **Notice Given.** Notice will be deemed to have been given:

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

- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

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

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province 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 may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **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.

A19.0 WAIVER

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 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.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any

actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **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.

A22.0 GOVERNING LAW

A22.1 **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.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with 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.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **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.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 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.

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	Up to \$275,516
Expiry Date	March 31, 2024
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$5000.00
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Position: Brenda Vloet Address: Manager, Municipal Programs and Outreach Unit Fax: 777 Bay Street, Toronto, Ontario M7A 2J3, 16th Floor Email: Brenda.Vloet@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Address: Fax: Email:
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Address: Fax: Email:

Additional Provisions:

- B1 Section 4.2 of Schedule “A” is amended by adding the following subsection:**
- (e) The Province is not obligated to provide any Funds to the Recipient that exceed 75% of the incurred project costs.

B2 Section 4.3 of schedule “A” is amended by adding the following subsection:

- (e) not use the Funds for the purpose of paying the Recipient’s regular salary costs.
- (f) not use Funds for the purpose of purchasing land, buildings or vehicles

**SCHEDULE “C”
PROJECT**

Project Title
Township of North Dundas Operations and Administration Modernization
Objectives
The objective of the Project is to implement process digitization software and service integration, with the goals of eliminating non-value-added activities to improve operational and administrative efficiencies and effectiveness.
Description
The Recipient will purchase and implement software, including a self-service portal to automate processes and services, including online applications, notices, bill payments and document management. The Recipient will hire an information technology specialist to integrate the software into the Recipient's financial system to provide streamlined reporting, planning, and analysis and provide training for the Recipient's staff on the integrated system.

SCHEDULE "D"
BUDGET

Item	Amount
Reimbursement of up to 75% of Project costs incurred between August 16, 2021 to the earlier of February 28, 2023 or the submission of the Final Report Back.	Up to \$275,516

**SCHEDULE “E”
PAYMENT PLAN**

Milestone	Scheduled Payment
<ul style="list-style-type: none"> Execution of Agreement 	Initial payment of \$192,861 made to Recipient no more than thirty (30) days after the execution of the Agreement.
<ul style="list-style-type: none"> Submission of one (1) Interim Report Back 	Interim payment made to the Recipient no more than thirty (30) days after the Province’s approval of the Interim Report Back for costs incurred and submitted as part of the First Interim Report Back that exceed the initial payment.
<ul style="list-style-type: none"> Submission of Final Report Back to the Province 	Final payment of up to \$82,655 less any amount paid as part of the interim payment made to the Recipient no more than thirty (30) days after the Province’s approval of the Final Report Back.

SCHEDULE “F” REPORTS

Name of Report	Reporting Due Date
1. Interim Report Back	May 30, 2022
2. Final Report Back	February 28, 2023
3. Annual Report Back	February 28, 2024

Report Details

1. Interim Report Back

The Recipient will submit one (1) Interim Report Back to the Province by May 30, 2022, using the reporting template provided by the Province. The Interim Report Backs will include:

- A written description of what the Recipient has completed for the Project to date and what will be completed by the Final Report Back,
- A list of actual costs to carry out the Project paid by the Recipient, with supporting documentation, such as invoices or receipts, showing actual costs incurred.

2. Final Report Back

The Recipient will submit a Final Report Back to the Province once the Project is completed and by February 28, 2023 using the reporting template provided by the Province. The Final Report Back will include:

- A 250-word abstract of the Project and its findings
- A written description of the Project and the forecasted annual savings and other efficiency outcomes for the Recipient,
- The actual costs to carry out the Project that have not been included as part of the Interim Report Back paid by the Recipient with supporting documentation, such as invoices or receipts, showing actual costs incurred.
- A statement indicating an updated estimate of annual cost savings realized through the Project, which will be the performance measure.

3. Annual Report Back

The Recipient will submit an Annual Report Back to the Province using the reporting template provided by the Province. The Annual Report Back will include:

- A statement indicating the actual cost savings and efficiency outcomes from the Project over the course of the year.

Bylaw No. 2022-16 Schedule "B"

ONTARIO TRANSFER PAYMENT AMENDING AGREEMENT

This Amending Agreement No.1 effective as of the day of , 2023.

B E T W E E N :

**His Majesty the King in right of Ontario
as represented by the Minister of Municipal Affairs and
Housing**

(the **"Province"**)

- and -

The Corporation of the Township of North Dundas

(the **"Recipient"**)

BACKGROUND

1. The Province and the Recipient entered into an agreement effective as of February 25, 2022 (the **"Agreement"**) for the Township of North Dundas Operations and Administration Modernization Project.
2. Pursuant to section 4.1 of Agreement, the Parties wish to amend the Agreement in the manner set out in this Amending Agreement No.1.

IN CONSIDERATION of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

3. All references to "Her Majesty the Queen in right of Ontario" are replaced with "His Majesty the King in the right of Ontario".
4. Capitalized terms used but not defined in this Amending Agreement No.1 (the "Amending Agreement No.1") have the meanings ascribed to them in the Agreement.
5. Section 1.2 of the Agreement is deleted in its entirety and replaced by the following:

“Entire Agreement. The Agreement and Amending Agreement No. 1 constitute the entire agreement between the Parties with respect to the subject contained in the Agreement and supersedes all prior oral or written representations and agreements.”

6. Schedule “B” (Project Specific Information and Additional Provisions) of the Agreement is amended by deleting “March 31, 2024” in the 2nd row and 2nd column of the chart and replacing it with “March 31, 2025”.
7. Schedule “D” (Budget) of the Agreement is amended by deleting the 2nd row and 1st column of the chart in its entirety and replacing it with:

“Reimbursement of up to 65% of Project costs incurred between August 16, 2021 to the earlier of December 1, 2023 or the submission of the Final Report Back”.
8. Schedule “F” (Reports) of the Agreement is amended by:
 - (a) Deleting “February 28, 2023” in the 3rd row and 2nd column of the chart and replacing it with “December 1, 2023”;
 - (b) Deleting “February 28, 2024” in the 4th row and 2nd column of the chart and replacing it with “December 2, 2024”; and
 - (c) Deleting “February 28, 2023” in the first paragraph under the subheading “2. Final Report Back” and replacing it with “December 1, 2023”.
9. Amending Agreement No.1 shall be effective as of the date set out at the top of the Amending Agreement No.1.
10. Except for the amendments provided for in Amending Agreement No.1, all provisions in the Agreement shall remain in full force and effect.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed this Amending Agreement No.1 on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by Minister of Municipal Affairs
and Housing**

Date

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

The Corporation of the Township of North Dundas

Date

Name:
Title:
I have authority to bind the Recipient.

Date

Name:
Title:
I have authority to bind the Recipient.



ACTION REQUEST – BYLAW

Finance

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

Subject: Bylaw No. 2023-10 Borrowing Bylaw

RECOMMENDATION:

THAT Bylaw No. 2023-10 being a Bylaw Respecting the Borrowing of Money by the Corporation (with the Bank of Montreal) be read and passed in Open Council, signed and sealed this 7th day of February, 2023.

BACKGROUND:

We require a resolution of council to approve the attached borrowing bylaw; which is necessary to satisfy the bank's requirements regarding our borrowing capabilities. Although we do not currently anticipate having to incur any bank borrowings for the ensuing year, this could change depending upon the 2023 municipal budget.

The bank requires that council sign a new borrowing bylaw each year.

OPTIONS AND DISCUSSION:

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

FINANCIAL ANALYSIS:

OTHERS CONSULTED:

ATTACHMENTS:

Draft Bylaw 2023-10

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BYLAW NO. 2023-10

Being a Bylaw Respecting the Borrowing of Money by the Corporation

WHEREAS it is necessary for the purposes of the Corporation to borrow money or obtain other financial assistance on the credit of the Corporation from time-to-time from one or more of the chartered banks of Canada;

NOW THEREFORE be it enacted by the Directors of the Corporation, as a Bylaw thereof:

- 1.0** That the Directors of the Corporation be and they are hereby authorized to borrow monies or obtain other financial assistance from time-to-time from the BANK OF MONTREAL (the "Bank") (including, without limitation, through the issuance of bills of exchange drawn by the Corporation and accepted by the Bank) upon the credit of the Corporation in such amounts as they deem proper and by way of overdraft or otherwise;
- 2.0** That any promissory notes, bills of exchange or other negotiable paper (including renewals thereof in whole or in part) signed on behalf of the Corporation by the officer or officers of the Corporation authorized from time-to-time to sign negotiable instruments on its behalf and granted to or accepted by the Bank for monies borrowed and interest thereon as may be agreed upon or other financial assistance obtained from the Bank shall be binding upon the Corporation;
- 3.0** That the Directors may from time-to-time, if they see fit to do so, grant securities by way of mortgage, hypothecation, pledge or otherwise, covering all or any of the property and assets of the Corporation, present and future, as security for all or any monies borrowed by the Corporation from the Bank or any other liability of the Corporation to the Bank, and any such mortgage, hypothecation, pledge or other security shall be valid and binding upon the Corporation if signed by any of the officers authorized to sign negotiable instruments on the Corporation's behalf;
- 4.0** That all contracts, deeds, grants, assurances and documents reasonably required by the Bank or its Council for all or any of the purposes aforesaid shall be executed and carried into effect by the proper officers of the Corporation;
- 5.0** That this Bylaw when sanctioned by the Council shall be irrevocable until a Bylaw repealing this Bylaw shall have been confirmed or sanctioned by the Council and a copy thereof, duly certified, delivered to the Bank, and meanwhile all the powers and authorities hereby conferred shall continue in force.
- 6.0** Bylaw No. 2022-07 is hereby repealed.

READ and passed in Open Council, signed and sealed this 7th day of February, 2023.

MAYOR

CLERK



ACTION REQUEST – BYLAW

Finance

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

Subject: Bylaw No. 2023-06 Interim Tax Levy

RECOMMENDATION:

THAT Bylaw No. 2023-06 being a Bylaw to provide for an Interim Tax Levy applicable to the Year 2023 and to establish the due date thereof, be read and passed in Open Council, signed and sealed this 7th day of February, 2023.

BACKGROUND:

The Municipal Act, 2001, S. 317(1), provides that a local municipality, before the adoption of the budget for the year, may pass a bylaw to levy taxes. The Act, further stipulates, under S. 317(3), that the amount levied, “may not exceed 50% of the total amount of taxes levied for the previous year.”

In addition, S.317(4), “allows a municipality to levy taxes using the most recently revised assessment roll received before the passage of this bylaw”

In conjunction with the above stipulations of the Municipal Act, and due to the requirement to levy an interim tax, we will levy 50% of last year’s annualized tax dollars. This is the same methodology and process that we have followed in previous years and in addition, follows the exact same timeline. We selected a due of March 31st - (it being the last business day of the month) – consistent with the same time frame as previous years. This dovetails in very well with our first quarter instalments due to the counties and school boards on behalf of the 2023 fiscal year. We require a resolution of council to approve the attached Interim Levy bylaw.

OPTIONS AND DISCUSSION:

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

FINANCIAL ANALYSIS:

OTHERS CONSULTED:

CAO
Tax Administrator

ATTACHMENTS:

Draft Bylaw 2023-06

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS
BYLAW NO. 2023-06

***Being a Bylaw to Provide for an Interim Tax Levy Applicable to the Year 2023
and to Establish the due date thereof***

WHEREAS the Municipal Act, 2001 (S.O. 2001, c. 25), Section 317(1) as amended, provides that the Council of: "A local municipality, before the adoption of the estimates for the year under Section 290, may pass a bylaw levying amounts on the assessment of property in the local municipality rateable for local municipality purposes;"

AND WHEREAS the Municipal Act, (S.O. 2001, c. 25), Section 317(3), as amended, states that; "The amount levied shall not exceed the prescribed percentage, or 50% 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 the Municipal Act, (S.O. 2001, c. 25), Section 317(4) allows a municipality to levy taxes using the most recently revised assessment roll received before the passage of this bylaw;

AND WHEREAS the Municipal Act, (S.O. 2001, c. 25), Section 317(9) states that: "If the council of a municipality is of the opinion that the taxes levied under subsection (1) on a property are too high or too low in relation to its estimate of the total taxes that will be levied on the property, the council may adjust the taxes on the property under subsection (1) to the extent it considers appropriate;"

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

- 1.0** That the calculation to be used in this bylaw shall not exceed 50% of the 2022 tax rates using the "Assessment Compiled in the Year 2022 for Taxation in the Year 2023" for each assessed property;
- 2.0** That the interim tax levy imposed by this bylaw shall become due and payable in one installment having a due date of March 31, 2023;
- 3.0** That there shall be imposed on all taxes a penalty for non-payment or late payment of taxes or of taxes in default as of the installment due date set out above. The penalty shall be 1.25% per month of the taxes owing on the first working day of each and every month during which the default continues;
- 4.0** 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.

READ and passed in Open Council, signed and sealed, this 7th day of February, 2023.

MAYOR

CLERK

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

Subject: Bylaw No. 2023-12 Zoning Amendments Jaquemet - Clinic

RECOMMENDATION:

THAT Bylaw No. 2023-12 being a Bylaw to amend the former Township of Winchester Zoning By-law No. 12-93, as amended, be read and passed in Open Council, signed and sealed this 7th day of February, 2023.

BACKGROUND:

The purpose of the application is to rezone the property from Agricultural (AG) to Agricultural – Special Exception Forty-Three (AG-43) to permit a clinic.



The applicant has applied to rezone a ~2.0-acre portion of the existing agricultural property fronting on County Road 3, known as 12771 County Road 3, from the Agricultural (AG) zone to an Agricultural Exception Zone, to permit the use of the existing building for a clinic. The remainder of the property will remain Agricultural (AG) zoned. The surrounding uses include: residential dwellings on severed lots, crop production and farm operations.

A detailed planning report and draft zoning bylaw amendment are attached.

OPTIONS AND DISCUSSION:

1. **Adopt the recommendation** - recommended.
2. **Do Nothing** – not recommended. The proponent can take the amendment to the Local Planning Appeal Tribunal for Council's failure to proceed (applicant must wait 90 days – Section 34(11) of the Planning Act).
3. **Refuse the Request** – not recommended. The proponent can take the amendment to the Local Planning Appeal Tribunal immediately.

FINANCIAL ANALYSIS:

No financial impact at this time. Possibility of increase in the assessment in the future.

OTHERS CONSULTED:

Applicant
United Counties Planning Department
Chief Building Official
Chief Administrative Officer

ATTACHMENTS:

Draft Zoning By-law Amendment No. 2023-12



Planning Report

Zoning Amendment

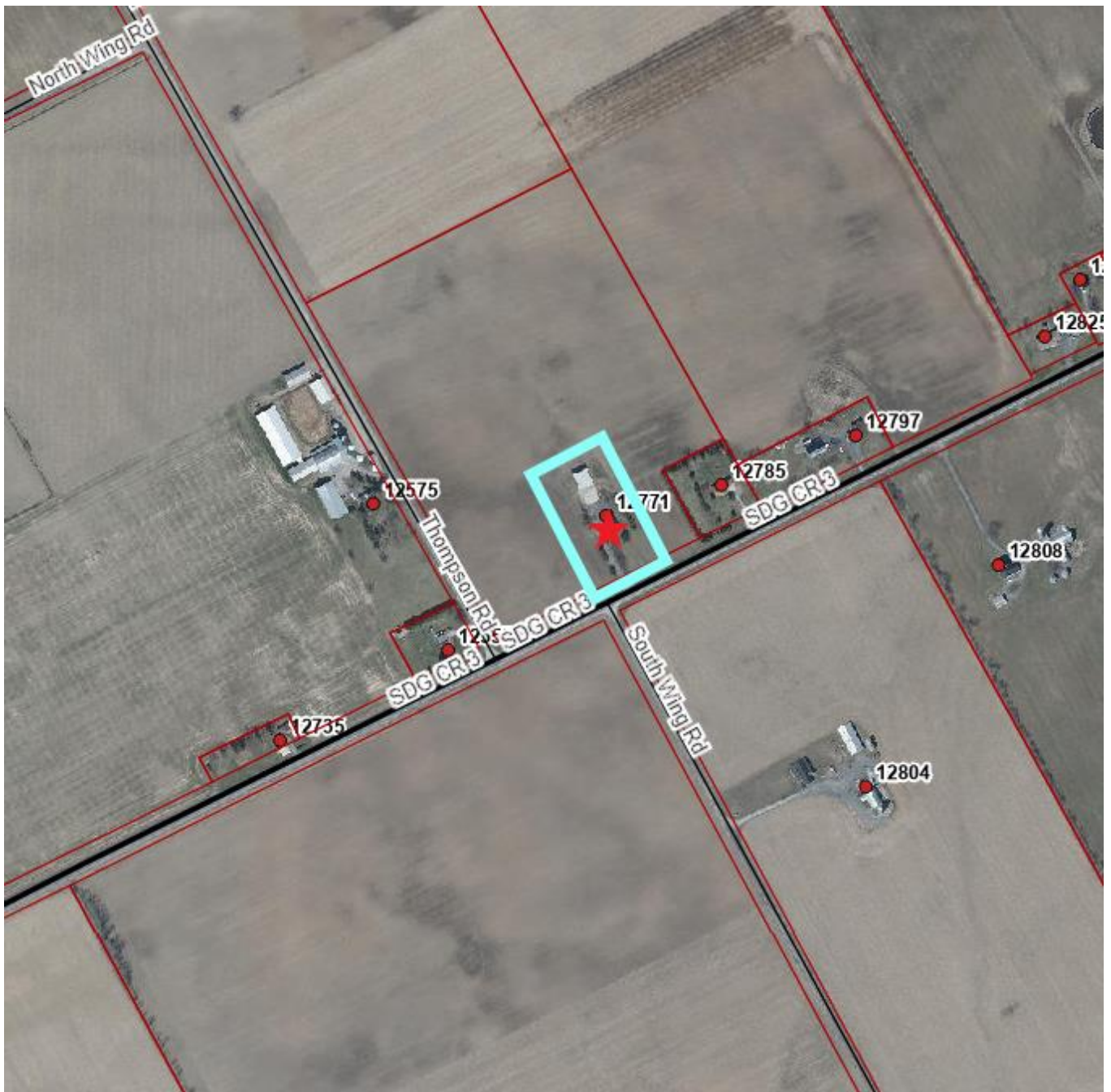
RE:	A. Jacquemet – Clinic
Meeting Date:	February 7, 2023
Current Zoning:	Agricultural (AG)
Proposed Zoning:	Agricultural – Special Exception Forty-Three (AG-43)
Official Plan:	Agricultural Resource Lands (AG)
Subject Area:	Approximately 2 acres (total lot size approx. 29 acres)
Existing Use:	Agricultural, storage shed, former dwelling
Proposed Use:	Agricultural with a clinic in the existing building

1. Purpose and Effect

The Township of North Dundas received a site-specific zoning amendment application for a small part of the property legally described as Part of Lot 10, Concession 9, Geographic Township of Winchester, now the Township of North Dundas. The purpose is to rezone the property from Agricultural (AG) to Agricultural Special Exception – Forty-Three (AG-43). If approved, the effect would be that a portion of the property could be used for a clinic in addition to the existing permitted uses. The applicant does not intend to construct any new buildings and will use the existing building for the clinic. The remainder of the approximately 27-acre parcel will remain in agricultural crop production.

2. Background

The subject property is located northeast of Winchester, at 12771 County Road #3. Alana Jacquemet has applied to amend the former Township of Winchester Zoning By-law No. 12-93 to allow for a clinic on the property. The County Official Plan designation is Agricultural Resource Lands, which allows for 'agriculture-related uses. The current surrounding uses are primarily agricultural (crop land).



3. Policy Direction

3.1 Provincial Policy Statement

Ontario has a set of Provincial Policy Statements (2020), of which the Council must have regard for the following relevant excerpts:

2.3.3.1 *In prime agricultural areas, permitted uses and activities are: agricultural uses, agriculture-related uses and on-farm diversified uses.*

Proposed agriculture-related uses and on-farm diversified uses shall be compatible with, and shall not hinder, surrounding agricultural operations. Criteria for these uses may be based on guidelines developed by the Province or municipal approaches, as set out in municipal planning documents, which achieve the same objectives.

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



3.2 Official Plan – United Counties of Stormont, Dundas and Glengarry

The lands subject to this amendment are designated as Agricultural Resource Lands. The Official Plan has text related to the acceptability of agriculture-related uses in this area:

5.3.2.1

Agriculture-related uses

Agriculture-related uses on prime agricultural lands are encouraged to strengthen and diversify the agricultural industry and to supplement farm income. For the purposes of this section, agriculture-related uses are farm-related commercial and industrial uses directly related to farm operations in the area that support agriculture, and benefit from being close to farm operations. This can include home industries, and uses that produce value added agricultural products such as custom meat shops, wineries, pick-your-own operations, produce market, and packing operations, or a grain drying handling and storage facility.

Local Municipalities shall ensure that such uses are compatible with agriculture uses and shall not hinder surrounding agricultural operations. Criteria used to evaluate compatibility include: the type and scale of use; that the use, where it is located on a farm, is clearly secondary to the main farm operation; that on-site farm-related uses are not likely to generate a future land severance; that the use does not interfere with normal farm practices; and that the use can be satisfactorily serviced with individual on-site water and sewage disposal systems. Impacts on agricultural operations from any agriculture-related uses that are secondary to the principal use of the property shall be mitigated (Section 3.5.1 shall apply for these purposes) (see Section 3.5.4.6 - Home Based Businesses and Bed and Breakfast Establishments.)

5.3.3

On-Farm Diversified Uses On-farm diversified uses are secondary to the principal agricultural use of the property, and are limited in area. On-farm diversified uses include, but are not limited to, home occupations, home industries, agri-tourism uses, and uses that produce value-added agricultural products. These uses shall be compatible with, and shall not hinder, surrounding agricultural operations.

3.3 Winchester Township Zoning By-law 12-93

Clinics are currently permitted in the Commercial (C) zone and Institutional (I) zone. Two exception zones (R2-1 and C-4a) also permit a clinic. Section 2.16 of Zoning Bylaw No. 12-93 defines a clinic as follows:

- 2.16 **Clinic** shall mean a building or part of a building used solely for the purposes of consultation, diagnosis and treatment of patients by one or more legally qualified physicians, dentists, optometrists, chiroprodists, chiropractitioners, or drugless practitioners, together with their qualified assistants, and may include administrative offices, waiting rooms, treatment rooms, laboratories, pharmacies and dispensaries directly associated with the clinic.

There are currently forty-one Agricultural (AG) special exception zones in former Township of Winchester Zoning By-law. The Agricultural Zone – Special Exception Forty-two (AG-42) is currently reserved for an active zoning application on Kittle Road. This is reflected in the draft Jaquemet Zoning Bylaw No. 2023-12. The proposed wording in the draft bylaw is as follows:

That Section 12.1(c) “Agricultural – Special Exceptions” is hereby amended by inserting the following new subsections immediately after the contents thereof:

xlii) **Agricultural – Special Exception Forty-Two (AG-42)**
(Reserved)

xliii) **Agricultural – Special Exception Forty-Three (AG-43)**
Notwithstanding the provisions of Section 12.1 to the contrary, on land zoned AG-43 a clinic is permitted.



4. Analysis

There is a dwelling on the subject property which the applicant intends to convert to a private clinic. As the applicant does not live in the dwelling unit, a clinic would not qualify as a home occupation. Section 3.9 of the Zoning By-law states that:

Home occupations shall be permitted accessory to the use of any dwelling provided such use conforms to the following provisions:

- (a) the business is conducted in the dwelling by a person residing on the premises;*
- (b) not more than two persons, other than a person residing on the premises, shall be employed in the home occupation;*
- (f) not more than: 25% or 40 m² (430.5 sq.ft.) of the total floor area of the dwelling unit, whichever is the lesser shall be used for a home occupation*

As the applicant intends to use the entire building as a clinic, a site-specific zoning amendment is required to permit the use. This clinic will re-purpose an existing vacant residential building; therefore, a change of use permit will be required under the Ontario Building Code from the North Dundas Chief Building Official.

Site Plan Control can be applied; however, no changes to the exterior are proposed at this time and ample parking is available.



Under the 2020 Provincial Policy Statement and the “Guidelines on Permitted Uses in Ontario’s Prime Agricultural Areas (Publication 851)” issued by the Ministry of Agriculture, Food and Rural Affairs, a clinic is permitted as a home office or home occupation in existing buildings, and as a commercial use that provides services to farms in the area. The proposed clinic does provide services to farmers in the area as well as individuals from built up areas. Consideration should be given to having mental health services available in close proximity to the agricultural community. Worth noting is that the subject building is setback well back from County Road #3 (approximately 234 feet (71 metres)), behind mature trees (see previous photos); thereby offering privacy and a quiet setting for a psychotherapy clinic.

Only a small portion of the subject property surrounding the existing buildings will be rezoned to AG-43 for the clinic; thereby protecting the prime agricultural land currently being used for crop production (the remainder of the property will remain Agricultural (AG) zoned).



The proposed clinic has an existing entrance off County Road #3, which makes this a good location for the proposed agriculture-related use as the County Road can accommodate traffic.



5. Comments

No comments have been received to date.

6. Recommendation

The proposed Zoning Amendment constitutes good planning and is consistent with the Provincial Policy Statement and the Official Plan, therefore Council should approve the rezoning. Secondly, that Council considers comments from the public, public bodies and adjacent neighbours during the public meeting before rendering a decision on the proposed amendment.

I hereby certify that this report was prepared under the supervision of a Registered Professional Planner within the meaning of the Ontario Professional Planners Institute Act, 1994.

Calvin Pol
Calvin Pol, MCIP, RPP, BES
Director of Planning, Building and Enforcement

Date Jan. 25, 2023

BYLAW No. 2023-12
EXPLANATORY NOTE

Purpose and Effect of the Bylaw

The Township of North Dundas has received an application to amend the former Township of Winchester Zoning Bylaw No. 12-93 to rezone a portion of a property to allow a clinic, in addition to the permitted uses of the Agricultural (AG) Zone.

The lands affected by this amendment are described as part of Lot 10, Concession 9, former Township of Winchester now the Township of North Dundas, municipally known as 12771 County Road 3.

If the proposed bylaw amendment is adopted, part of the subject land will be rezoned to Agricultural – Special Exception Forty-Three (AG-43) to allow a clinic.

The property/land to which the proposed Zoning Bylaw amendment applies is not the subject of another application under the *Planning Act* at this time.

Applicant/Owner:
Alana Jaquemet.

Roll Number:
0511-016-008-64000

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BYLAW No. 2023-12

***Being a Bylaw to Amend the former Township of Winchester
Zoning Bylaw No. 12-93, as amended***

WHEREAS pursuant to the provisions of Section 34 of the *Planning Act, R.S.O. 1990*, as amended, the Council of a municipality may enact bylaws regulating the use of lands and the erection of buildings thereon;

AND WHEREAS Bylaw No. 12-93, as amended, regulates the use of land and the use and erection of buildings and structures within the former Township of Mountain, now the Township of North Dundas;

AND WHEREAS the Council of The Corporation of the Township of North Dundas deems it expedient and advisable to amend certain requirements of Bylaw No. 12-93, as amended; insofar as they relate to certain lands to which said Bylaw applies as hereinafter set forth;

AND WHEREAS the matters set out in this Bylaw are deemed to be in conformity with the Official Plan of the United Counties of Stormont, Dundas and Glengarry and the 2021 Provincial Policy Statement;

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

1.0 The lands affected by this amendment are described as Part of Lot 10, Concession 9, former Township of Winchester now the Township of North Dundas.

2.0 That the former Township of Winchester Zoning Bylaw No. 12-93, as amended, is hereby amended as follows:

2.1 That Section 12.1(c) “Agricultural – Special Exceptions” is hereby amended by inserting the following new subsections immediately after the contents thereof:

xlvi) **Agricultural – Special Exception Forty-Two (AG-42)**

(Reserved)

xlvii) **Agricultural – Special Exception Forty-Three (AG-43)**

Notwithstanding the provisions of Section 12.1 to the contrary, on land zoned AG-43, a clinic is permitted.

3.0 That Schedule “A” of (former Township of Winchester) Zoning Bylaw No. 12-93 is hereby amended as follows:

3.1 That the area affected by Section 1 and shown on Schedule “1” of this Bylaw, shall henceforth be zoned “Agricultural – Special Exception Forty-three (AG-43) and shall cease to be zoned “Agricultural (AG)”

.../2

- 4.0** Subject to the giving of Notice of Passing of this Bylaw, in accordance with Section 34(18) of the *Planning Act, R.S.O. 1990*, as amended, this Bylaw shall come into force on the date of passing by The Council of the Corporation of the Township of North Dundas where no notice of appeal or objection is received, pursuant to Section 34(21) of the *Planning Act*, as amended.
- 5.0** All other applicable provisions of the former Township of Winchester Zoning Bylaw No. 12-93, as amended, shall continue to apply.

READ and passed in Open Council, signed and sealed this 7th day of February, 2023.

MAYOR

CLERK

SCHEDULE “1”

BYLAW No. 2023-12

Enacted by the Council of The Corporation of the Township of North Dundas this 7th day of February, 2023.

MAYOR

CLERK



Not to scale



- Area to be rezoned from “Agricultural (AG)” Zone to the “Agricultural – Special Exception Forty-Three (AG-43)” Zone (12771 County Road #3)



ACTION REQUEST – BYLAW

Planning, Building & By-law Services

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

Subject: Bylaw No. 2023-14 Mobile Food Premises

RECOMMENDATION:

THAT Bylaw No. 2023-14 being a Bylaw to govern mobile food premises in North Dundas be read a first and second time in Open Council this 7th day of February 2023.

BACKGROUND:

The current bylaw to regulate and licence mobile food premises has not been updated since 1998. A comprehensive search of neighbouring bylaws has been conducted; and this bylaw is reflective of conditions adopted by many other municipalities. Major changes include:

- The elimination of various categories of licences (i.e. stationery units vs. those that can be driven) and pre-packaged food vs. food prepared therein. We are recommending that the existing annual fee of \$300 for residents and \$600 for non-residents be applied for all types of trucks and food.
- Elimination of the requirement for property taxes to be up to date before allowing a mobile food truck on the premises
- All stationary and mobile food trucks must be licenced. Council may waive the fee for non-profit or volunteer organizations (see below).
- Increase the liability insurance to \$2,000,000 (previously \$1,000,000)
- Required inspections by the applicable Fire Chief.
- Implementation of fines for non-compliance.
- More explicit location restrictions (i.e. proximity to other vendors, driveways, etc.).
- Responsibility for maintaining the cleanliness of their area with respect to garbage, etc.
- Harmonize with Community Improvement Plan (Commercially taxed approach – see below)
- Exception created for “Special Events of Municipal Significance”

Current Fees:

	Non-resident	Resident
Class A-1 (mobile)	\$600	\$300
Class B-1 (stationery)	\$500	\$250
Class B-2 (stationery – special events)	\$100	\$50
Minimum Fee	\$50	\$50

New Mobile Food Premises Bylaw:

Where Council deems it appropriate, fundraising events by a volunteer or not-for-profit organization can be exempted from any fee.

A “Special Event of Municipal Significance” has been added to the draft bylaw which exempts them from fees and setback provisions, as these events are typically located in Township parks, on the street or in parking lots (Ride for Dad, Bike Nights, etc.).

In an effort to match the Community Improvement Plan language and approach, a new clause was added to the draft Mobile Premises Bylaw as follows:

- 2.3 A mobile food premises may be located on private property that is occupied by a legally permitted agri-tourism operation, or on private property that has a legally permitted commercial use that is commercially assessed (either fully or partially).*

Additional changes from Council can be incorporated into the third and final reading of the Bylaw.

OPTIONS AND DISCUSSION:

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

FINANCIAL ANALYSIS:

The elimination of multiple fees will have a negligible impact as only a handful of licences are issued annually.

OTHERS CONSULTED:

Clerk
Deputy Clerk/Administrative Assistant
Chief Building Official

ATTACHMENTS:

Draft Bylaw No. 2023-14

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BYLAW No. 2023-14

Being a Bylaw to Regulate and Govern Mobile Food Premises in North Dundas

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

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

AND WHEREAS Pursuant to the provisions of Part IV of the *Municipal Act*, a municipality may pass bylaws for licensing, regulating and governing businesses;

AND WHEREAS Sections 150 through 153 of the *Municipal Act*, authorizes Council to license, regulate and govern businesses and events and that this authority includes but is not limited to: the power to issue licences, to issue licences on condition, to revoke licences, to suspend licences, to regulate or govern the place used in the carrying on of such businesses, and to prevent the carrying on of such businesses without a licence;

AND WHEREAS pursuant to Section 425 of the *Municipal Act*, a municipality may pass bylaws providing that a person who contravenes a bylaw of the municipality passed under this Act is guilty of an offence;

AND WHEREAS pursuant to Section 426 of the *Municipal Act*, no person shall hinder or obstruct, or attempt to hinder or obstruct, any person who is exercising a power or performing a duty under this Act or under a bylaw passed under this Act;

AND WHEREAS pursuant to Section 446(1) of the *Municipal Act*, a municipality may direct or require a person to do a matter or thing and 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;

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

SHORT TITLE

This bylaw may be referred to as the "Mobile Food Premise Bylaw".

PART 1 – DEFINITIONS

1.1 In this bylaw:

- a) **"Commercial Zones"**: means all commercial zones as defined by the Township's Comprehensive Zoning Bylaw passed under Section 34 of the *Planning Act*.
- b) **"Council"**: means the Council of the Corporation of the Township of North Dundas.
- c) **"Eating establishment"**: means a permanent building, or part of a building, where food is offered for sale and/or sold to the public for immediate consumption and includes such uses as a restaurant, dining room, cafe, ice cream parlour, dairy bar, and/or coffee shop.
- d) **"Fire Department Chief"**: means the applicable Township Fire Chief and his or her designate or successor.
- e) **"Highway"**: means a common and public highway, street, avenue, parkway, driveway, square, place, bridge, 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

- f) **“Industrial Zones”**: means all industrial zones as defined by the Township’s Comprehensive Zoning Bylaw passed under Section 34 of the *Planning Act*.
- g) **“Manager”**: means the Township’s Chief Building Official and his or her designate or successor.
- h) **“Mobile Food Premise”**: means a motorized vehicle or a unit so constructed that it may be towed or drawn by a motor vehicle equipped for the cartage, storage and preparation of food stuffs, beverages, confections and from which the aforesaid items are offered for sale directly to the public.
- i) **“Officer”**: means an officer of the Township responsible for enforcement of bylaws.
- j) **“Owner”**: means the registered owner of land, the owner in trust, a mortgagee in possession and includes a person, firm, partnership, corporation, company, association or organization of any kind and its principal(s).
- k) **“Open Space Zone”**: means all areas as defined by the Township’s Comprehensive Zoning Bylaw passed under Section 34 of the *Planning Act*.
- l) **“Private Property”**: means any land within the Township of North Dundas including yards and vacant lots that do not belong to the operator.
- m) **“Sidewalk”**: means a path for pedestrians at the side of a road.
- n) **“Sight Triangle”**: means a triangular space, free of buildings, structures, and obstructions, formed by the street lines abutting a corner lot and a third line drawn from a point on a street line to another point on a street line, each such point being the required sight distance from the point of intersection of the street lines as specified in this bylaw.
- o) **“Special Event”**: means a one-time or infrequently occurring event outside normal programs or activities of the sponsoring or organizing body.
- p) **“Special Event of Municipal Significance”** means an event declared through a resolution of Council as being municipally significant.
- q) **“Township”**: means The Corporation of the Township of North Dundas.

PART 2- GENERAL PROVISIONS

- 2.1 No person shall operate a *mobile food premise* in the Township of North Dundas without first obtaining a valid licence from the Manager.
- 2.2 No person shall operate a *mobile food premises* in any zone except for a *commercial zone, industrial zone, or open space zone*.
- 2.3 Notwithstanding section 2.2, a *mobile food premises* may be located on *private property* that is occupied by a legally permitted agri-tourism operation, or on private property that has a legally permitted commercial use that is commercially assessed (either fully or partially).
- 2.4 No person shall operate a *mobile food premise* on *private property*, except if the following provisions are met:
 - a) The *private property* is zoned in accordance with section 2.2 of this bylaw; and,
 - b) The *owner* of the *private property* has provided written consent permitting the operation of the *mobile food premise* on their property.
- 2.5 No person shall operate a *mobile food premise* within 50 m of any *eating*

establishment without written permission from the operator of the *eating establishment*. Such written permission shall be provided to the Manager.

- 2.6 No person shall operate a *mobile food premise* on any *highway*.
- 2.7 No person shall operate a *mobile food premise* within 1 m of a *sidewalk*.
- 2.8 No person shall operate a *mobile food premise* on a *sidewalk*.
- 2.9 No person shall operate a *mobile food premise* on a shoulder of any *highway*.
- 2.10 No person shall locate any portion of the *mobile food premise* within 3.5 m of an entrance or exit from a building.
- 2.11 No person shall operate a *mobile food premise* on any *Township* owned land without the written consent from the *Manager*.
- 2.12 No person shall operate a *mobile food premise* within 1.2 m of all *property lines* abutting any non-residential use.
- 2.13 No person operating a *mobile food premise* shall store anything deriving from the *mobile food premise* operation within 1.2 m of the property lines abutting any non-residential use.
- 2.14 No person shall operate a *mobile food premise* within 3 m of all *property lines* abutting any residential use.
- 2.15 No person operating a *mobile food premise* shall store anything deriving from the *mobile food premise* operation within 3 m of the property lines abutting any residential use.
- 2.16 No person shall operate a *mobile food premise* within a *sight triangle*.
- 2.17 No person shall operate a *mobile food premise* within 3m of a driveway.
- 2.18 No person shall operate a *mobile food premise* in any location, other than the one permitted by the *mobile food premise* licence.
- 2.19 No person shall operate a *mobile food premise* outside of the following hours;
 - a) Monday to Saturday: 7:00 am to 11:00 pm
 - b) Sunday: 8:00 am to 11:00 pm

Exceptions

- 2.20 Notwithstanding section 2.1 and 2.2 of this bylaw, any *mobile food premise* that is to be erected for a period of less than 5 days, not on municipal property, and used in conjunction with a *special event*, is not subject to obtain a *mobile food premise* licence.
- 2.21 Notwithstanding subsection 3.1 k) the *Council* may authorize the issuance of a *mobile food premise* licence to non-profit or volunteer organizations subject to any regulations or rules *Council* deems appropriate; and the *mobile food premise* applicant shall be exempt from paying the *mobile food premise* licence fee.
- 2.22 Any *mobile food premise* that is to be erected for a period of less than 3 days on municipal property, and used in conjunction with a *special event of municipal significance*, is not subject to obtain a *mobile food premise* licence or the provisions of section 2.

PART 3 - APPLICATION FOR LICENCE

- 3.1 Every person who applies for a *mobile food premise* licence shall include the

following in the application;

- a) Proof of Public Health Unit approval;
- b) Proof of compliance with TSSA regulations (where applicable);
- c) Certificate from a provincially certified propane contractor attesting to the fact that the equipment used in relation to the consumption of propane or natural gas, conforms to the Ontario Propane Storage, Handling and Utilization Code (where applicable);
- d) A copy of the applicants' valid driver's licence (where applicable);
- e) A copy of the mobile food premise ownership (where applicable);
- f) A copy of automobile insurance (where applicable);
- g) A photo of the *mobile food premise*;
- h) Proof of liability insurance (see Section 3.2);
- i) A plan for the containment and disposal of grey water, grease, and garbage;
- j) Written permission from the *owner* of the private property on which the *Mobile food premise* will be situated;
- k) The fee for a *mobile food premise* Licence as per Schedule "A".
- l) A site plan depicting the location of the following from the *mobile food premise*;
 - i any buildings on the property;
 - ii distance to neighbouring properties;
 - iii roadways abutting the property;
 - iv all access to property from roadway;
 - v available parking areas; and
 - vi garbage receptacles.

3.2 Every person applying for a *mobile food premise* licence shall be required to obtain liability insurance of not less than \$2,000,000.00.

3.3 Every person applying for a *mobile food premise* licence shall be required to provide proof of approval from the applicable *Fire Department Chief*.

PART 4 - GARBAGE

4.1 Every person operating a *mobile food premise* shall ensure there is sufficient garbage receptacles to maintain a clean and clear environment.

4.2 Every person operating a *mobile food premise* shall ensure the garbage receptacles are emptied at the end of every day of operation.

4.3 Every person operating a *mobile food premise* shall maintain the area surrounding the mobile food premise in a clean and clear condition of all garbage deriving from the operation of the *mobile food premise*.

PART 5- RENEWAL, REVOCATION, AND TRANSFERS

Renewal

5.1 Every *mobile food premise* licence shall be valid for one calendar year.

5.2 Every person operating a *mobile food premise* shall ensure that their licence is renewed prior to May 1st every year.

5.3 Every person renewing a *mobile food premise* Licence shall pay the Mobile Food Premise Licence Fee, as per Schedule "A".

Revocation

- 5.4** A *mobile food premise* licence is considered automatically revoked if a complete licence renewal application is not submitted to the *Township* prior to March 1st of that calendar year.
- 5.5** The *Township's Manager* may, at any point, revoke a person's *mobile food premise* licence where:
- a) a contravention of any section of this Bylaw occurs; or
 - b) the licence was issued in error; or
 - c) continuation of the operation poses an immediate danger to the health or safety of any person or property.

Transfers

- 5.6** Every person who operates a *mobile food premise* shall only transfer a *mobile food premise* licence following written approval from the *Manager*.

PART 6 - ADMINISTRATION AND ENFORCEMENT

- 6.1** This bylaw shall be enforced on a basis of written complaints, unless the *Manager* is aware of an obvious unsafe condition warranting correction or if the *Mobile Food Premise* is operating in an unpermitted zone.
- 6.2** The *Manager* may assign *Officers* to enforce this Bylaw and *Officers* so assigned or appointed by *Council* to enforce this Bylaw shall have the authority to:
- a) carry out inspections;
 - b) make orders or other requirements as authorized under this Bylaw; and
 - c) give immediate effect to any orders or other requirements made under this Bylaw.
- 6.3** The *Manager* may assign duties or delegate tasks under this Bylaw to be carried out in the *Manager's* absence or otherwise.

Entry and Inspections

- 6.4** An *Officer* may enter on land at any reasonable time and in accordance with the conditions set out in sections 435 and 437 of the *Municipal Act*, 2001 for the purpose of carrying out an inspection to determine whether or not the following are being complied with:
- a) this Bylaw;
 - b) a direction or order made under this Bylaw;
 - c) an order made under s. 431 of the *Municipal Act*, 2001.
- 6.5** An *Officer* may, for the purposes of the inspection under Section 6.4 and in accordance with the conditions set out in section 436 of the *Municipal Act*, 2001:
- a) require the production for inspection of documents or things 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 in writing or otherwise as required by the Officer from any person concerning a matter related to the inspection; or
 - 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.

- 6.6** An *Officer* may undertake an inspection pursuant to an order issued by a provincial judge or justice of the peace under Section 438 of the *Municipal Act*, 2001, in accordance with the conditions set out in that section, where he or she has been prevented or is likely to be prevented from carrying out an inspection under Sections 6.4 and 6.5.
- 6.7** No Person shall interfere with or obstruct an *Officer* while performing their duties under this bylaw.

Orders including Delivery

- 6.8** If an *Officer* is satisfied that a contravention of this Bylaw has occurred, he or she may make an order requiring the person who contravened the Bylaw or who caused or permitted the contravention or the *owner* or occupier of the property on which the contravention occurred to do work to correct the contravention.
- 6.9** An order under Section 6.8 shall set out:
- a)** reasonable particulars of the contravention adequate to identify the contravention and the location of property on which the contravention occurred;
 - b)** the work to be completed;
 - c)** the date or dates by which the work must be completed; and
 - d)** notice that if the order is not complied with, then the work may be done at the expense of the *owner*;
 - e)** notice that if the cost of work plus administration fees are not paid in time, they may be recovered by adding the amount to the tax roll for the Property.
- 6.10** Delivery of an order to discontinue a contravening activity made under Section 6.8 or an order to do work made under Section 6.9 may be given personally or by registered mail to the last known address of;
- a)** the *owner*; and
 - b)** such other persons affected by the order as an *Officer* determines.
- 6.11** In addition to delivery in accordance with Section 6.10, an order to discontinue contravening activity made under Section 6.8 or an order to do work made under Section 6.6 may be delivered by an *Officer* placing a placard containing the order in a conspicuous place on the property where the contravention occurred.
- 6.12** Where a time frame is set out in an order for carrying out any action, an *Officer* may extend the time for compliance beyond the established time frame provided such extension is required and is acceptable to the *Officer*.

Township Carrying Out Work

- 6.13** Where a person does not comply with a direction or a requirement within an order, under this Bylaw to do a matter or thing, the *Manager*, in addition to all other remedies, may cause the Property to be brought into compliance with this bylaw. For this purpose, the *Manager* with such assistance by others as may be required, may enter onto the Property at any reasonable time without further notice to the *owner* in order to do such work necessary to achieve compliance with this bylaw at the person's expense.
- 6.14** The Township may recover the costs of doing a matter or thing under this bylaw by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes and such costs shall include an administration fee of 30 per cent (30%). The amount of the Township's costs, including interest to the date payment is made in full, constitutes a lien upon the land, upon the registration of a notice of lien upon the land.

Offence

- 6.15** Every person who contravenes any provision of this bylaw is guilty of an offence and, upon conviction, is liable to: Every person who contravenes any provision of this bylaw is guilty of an offence and, upon conviction, is liable to a fine as provided for in section 61 of the *Provincial Offences Act, R.S.O 1990, c. P.33*.
- 6.16** Where a person is convicted of an offence under this bylaw, the Ontario court of Justice or any court of competent jurisdiction thereafter may, in addition to any other penalty imposed on the person convicted, make an order prohibiting the continuation or repetition of the offence by the person convicted.

Validity and Severability

- 6.17** If a court of competent jurisdiction should declare any section or part of a section of this by- law to be invalid, such section or part of a section shall not be construed as having persuaded or influenced *Council* to pass the remainder of the bylaw, and it is hereby declared that the remainder of the bylaw shall be valid and shall remain in force.
- 6.18** Where a provision of this bylaw conflicts with the provision of another bylaw in force within the *Township*, the provisions that establish the higher standards to protect the health, safety and welfare of the general public shall prevail.
- 6.19** The Clerk of the Township of North Dundas is hereby authorized to make any minor modifications or corrections of an administrative, numeric, grammatical, semantic or descriptive nature or kind to the bylaw and schedule(s) as may be deemed necessary after the passage of this bylaw, where such modifications or corrections do not alter the intent of the bylaw.

Repeal

- 6.20** On the date this bylaw comes into effect, Bylaw 21-98 as amended shall be hereby repealed.
- 6.21** This Bylaw shall come into force upon the date of passing by *Council*.

Read a first and second time in Open Council, this 7th day of February, 2023

MAYOR

CLERK

Read a third and final time and passed in Open Council, signed and sealed this _____ day of _____ 2023.

MAYOR

CLERK

SCHEDULE “A”

**Bylaw No.2023-14: Mobile Food Premise Licence
THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS**

Service Use and Activity Charges

Item	Service or Activity Fee	Fee
1.	Mobile Food Premise Licence. Where an application for a mobile food premise is submitted the fee indicated must be paid in full.	Resident - \$300.00 Non-Resident - \$600.00
2.	1st Order. Where the informal notice has not been complied with, for the first Order issued in respect to any property.	\$ 50.00
3.	Subsequent Orders. Where there has been a previous Order issued, each subsequent Order issued thereafter were issued within three hundred and sixty-five days (365) of previous Order.	\$ 350.00
4.	Township undertakes to complete the work. Where the Township undertakes to complete the work required to comply with any final order.	Cost of the work performed plus an administrative fee of 30%
5.	Certificate of Compliance. Where after inspecting a property, an Officer, may at the request of the Owner, issue the Owner a certificate of compliance.	\$25.00



ACTION REQUEST – BYLAW

Corporate Services/Clerk

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

Subject: Bylaw No. 2023-01 Officers and Committees

RECOMMENDATION:

THAT Bylaw No. 2023-01 being a Bylaw for the Appointment of Officers, Committees, Agents, Staff, Volunteers and Other Associations be read and passed in Open Council, signed and sealed this 7th day of February, 2023.

BACKGROUND:

The Officers and Committees bylaw is a fluid document that requires changes, amendments and updating from time-to-time to ensure accuracy. This bylaw has been updated as follows:

- Danielle Ward is removed as Junior Planner and added as Interim Director of Environmental Services
- Raymond Sherrer is replacing Mike Gruich as the Fire Department Liaison
- Kreg Raistrick is replacing Sandy Johnston as Deputy Fire Chief
- Aaron Dellah is shown as the only person on the North Dundas Movie Committee
- Kenneth Froats has been added as a Municipal Enforcement Officer for issuing parking tickets
- Changed representatives on the Site Plan Review Team to positions rather than individual names and added the Interim Director of Environmental Services
- Addition of Todd Helmer as Patrol Supervisor

OPTIONS AND DISCUSSION:

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

FINANCIAL ANALYSIS:

N/A

OTHERS CONSULTED:

ATTACHMENTS:

Draft Bylaw No. 2023-01

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BYLAW No. 2023-01

A Bylaw for the Appointment of Officers, Committees, Agents, Staff, Volunteers and Other Associations

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

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

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

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

- 1.0 That By-law No. 2022-01 be hereby repealed.
- 2.0 That Schedule A attached hereto forms part of this Bylaw.
- 3.0 That this Bylaw takes effect on the day of passing.
- 4.0 The Clerk of the Township of North Dundas is hereby authorized to make any minor modifications or corrections of an administrative, numeric, grammatical, semantic or descriptive nature or kind to the bylaw and schedule(s) as may be deemed necessary after the passage of this bylaw, where such modifications or corrections do not alter the intent of the bylaw.

READ and passed in Open Council, signed and sealed this 7th day of February, 2023.

MAYOR

CLERK

Schedule A
Bylaw 2023-01

COUNCIL	
MAYOR DEPUTY MAYOR COUNCILLOR COUNCILLOR COUNCILLOR	Tony Fraser Theresa Bergeron Gary Annable John Lennox Matthew Uhrig
COUNTY COUNCIL ALTERNATE	Gary Annable

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

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BUILDING INSPECTOR	Jason Forget
BUILDING INSPECTORS (On Call)	Donald Lewis Hilton Cryderman
MUNICIPAL ENGINEERING CONSULTANTS	CIMA+ Canada Inc. (Primary) exp Services Inc. (Secondary)
CIVIL MARRIAGE OFFICIANT DEPUTY MARRIAGE LICENCE ISSUER	MaryLynn Plummer
PATROL SUPERVISOR	Todd Helmer
DRAINAGE SUPERINTENDENT	Jamie Cheney Danielle Ward
DIRECTOR OF RECREATION & CULTURE	Meaghan Meerburg
INTERIM DIRECTOR OF TRANSPORTATION	Jamie Cheney
FACILTIES MANAGER	Tom Dekker
RECREATION COORDINATOR	Brandon Cousineau
INTERIM DIRECTOR OF ENVIRONMENTAL SERVICES	Danielle Ward
ECONOMIC DEVELOPMENT & COMMUNICATIONS OFFICER EMERGENCY INFORMATION OFFICER	Stephen Mann
FIRE COMMISSIONER	John Lennox
FIRE DEPARTMENT LIAISON	Raymond Sherrer
FIRE CHIEFS	Ken Byers Raymond Sherrer Daniel Kelly Michael Gruich
DEPUTY FIRE CHIEFS	Trevor Carruthers Donald Levere Kreg Raistrick Dave Lannin
SENIOR MUNICIPAL LAW ENFORCEMENT OFFICER COMMUNITY EMERGENCY MANAGEMENT COORDINATOR	Nicolas Hubble
INTERMEDIATE MUNICIPAL LAW ENFORCEMENT OFFICER	
MUNICIPAL LAW ENFORCEMENT OFFICERS (as determined by the Township of Russell)	Roxanne Garland Millie Bourdeau
AMPS HEARING OFFICER	John Ralko
AMPS SCREENING OFFICERS	Brandon Cousineau Danielle Ward
MUNICIPAL LAW ENFORCEMENT OFFICERS (for the purpose of issuing parking tickets)	Jamie Cheney Greg Stewart Barry Giberson Daniel Kelly Kenneth Froats
ANIMAL CONTROL BYLAW ENFORCEMENT OFFICER	Kevin Casselman
LIVESTOCK POUND KEEPER(S)	Richard Scheepers (p)

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LIVESTOCK EVALUATORS	Richard Scheepers (p)
FENCEVIEWERS	Brent Copeland (p) Larry Stewart (p) Gerry Boyce (p)
WEED INSPECTOR (Appointed by County)	Peter Leyenaar
SITE PLAN REVIEW TEAM	CAO Director of Planning, Building & By-law Services Economic Development & Communications Officer Chief Building Official Director of Transportation Director of Environmental Services Junior Planner (Secretary)
MUNICIPAL SOLICITORS	Ault & Ault Law Office Cunningham Swan Lawyers
MUNICIPAL AUDITORS	BDO Canada LLP
CLOSED MEETING INVESTIGATOR SERVICES	LAS-AMO (Local Authority Services)
INTEGRITY COMMISSIONER	Cunningham Swan Lawyers Tony Fleming

COMMITTEES AND ASSOCIATIONS	
COMMITTEE OF ADJUSTMENT	(Members as determined by separate bylaw from time to time, governed by the Planning Act)
MUNICIPAL EMERGENCY CONTROL GROUP	(As authorized by and stated in the North Dundas Emergency Plan) Head of Council CAO Director of Transportation Community Emergency Management Coordinator Emergency Information Officer Council Representative Gary Annable (np)
SD&G ACCESSIBILITY COMMITTEE	North Dundas Representative Al Lummiss (np)
EMERGENCY INFORMATION OFFICER (A)	Chloe Preston
COMMUNITY EMERGENCY MANAGEMENT CO-ORDINATOR (A)	Daniel Kelly
EMERGENCY MANAGEMENT PROGRAM COMMITTEE CHAIR	Daniel Kelly

Schedule A
Bylaw 2023-01

EMERGENCY MANAGEMENT PROGRAM COMMITTEE	(As authorized by and stated in the North Dundas Emergency Plan) Head of Council CAO Director of Transportation Community Emergency Management Coordinator Emergency Information Officer Council Representative Gary Annable (np)
COMMUNITY IMPROVEMENT PLAN COMMITTEE	Council Representatives (np) Matthew Uhrig Gary Annable (A) Municipal Representative Angela Rutley Municipal Representative Calvin Pol Municipal Representative Stephen Mann Community Representative Vince Zandbelt (np)
FIRE STEERING COMMITTEE	Composed of the Fire Commissioner, Fire Chiefs and Deputy Fire Chiefs
MUNICIPAL HERITAGE COMMITTEE	(Members as determined by the Committee from time to time)
DUNDAS COUNTY ARCHIVES COMMITTEE	North Dundas Representatives Darlene Fawcett Brienne Scott Nancy Johnston Tony Fraser Eric Duncan (non-voting member)
PROPERTY STANDARDS COMMITTEE	(Members as determined by separate bylaw from time to time, governed by the Building Code Act)
RECREATION COMMUNITY GRANT REVIEW COMMITTEE	Council Representative(s)(np) Gary Annable Theresa Bergeron Angela Rutley Meaghan Meerburg
RIDEAU VALLEY CONSERVATION AUTHORITY	Gerry Boyce Representative (np)
SOUTH NATION CONSERVATION AUTHORITY	William Smirle Representative (np)

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COMMITTEES OF COUNCIL	
ART ON THE WATERFRONT COMMITTEE	Council Representative Gary Annable (np) (Members as determined by the Committee from time to time)
CANADA DAY COMMITTEE	Council Representative Tony Fraser (np) (Members as determined by the Committee from time to time)
CHESTERVILLE GREEN ACTION GANG	Council Representative John Lennox (np) (Members as determined by the Committee from time to time)
CHESTERVILLE CARNIVAL COMMITTEE	Council Representative Matthew Uhrig (np) (Members as determined by the Committee from time to time)
CHESTERVILLE AND DISTRICT HISTORICAL SOCIETY	Council Representative Gary Annable (np) (Members as determined by the Organization from time to time)
DOWNTOWN WINCHESTER COMMITTEE	Council Representative (np) Gary Annable (Members as determined by the Committee from time to time)
DAIRYFEST COMMITTEE	Council Representative Theresa Bergeron (Members as determined by the Committee from time to time)

VOLUNTEERS	
PARADE OF LIGHTS COMMITTEE	(Members as determined by the Committee from time to time)
NORTH DUNDAS MOVIE COMMITTEE	Aaron Dellah (np)
MARIONVILLE RECREATION ASSOCIATION	(Members as determined by the Associations from time to time)
SOUTH MOUNTAIN RECREATION ASSOCIATION	(Members as determined by the Associations from time to time)
MOREWOOD RECREATION ASSOCIATION	(Members as determined by the Associations from time to time)

Schedule A
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	time to time)
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KEY INFORMATION

Corporate Services/Clerk

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

Subject: 2023 Insurance Overview & Recommendations

Over the last two years, the Township's premiums for insurance have more than doubled and are currently in excess of \$650K plus HST. The largest increase in premiums is for general liability, property and owned automobile. Our deductibles range from \$15,000 per occurrence for general liability claims to \$50,000 per occurrence for property claims. We are currently insured by Intact Insurance Company. To help mitigate future insurance claims and hopefully reduce the Township's premiums going forward, Intact has made some recommendations to lower the Township's risk profile.

Cyber Insurance:

The cyber threat landscape has dramatically changed over the past two years. According to Canadian Underwriters articles, the global COVID-19 pandemic has accelerated digital transformation and increased systemic vulnerabilities, causing economic and insured losses from cyber to skyrocket. Given the boom in digitalization, the re/insurance industry has seen a substantial pick-up in cyber losses, with far higher combined ratios in 2020 and 2021 than in previous year. As such, Insurers are implementing stricter risk controls be in place to offer Cyber cover as outlined in the subjectivities. Multi-Factor authentication for all employees and staff emails must be implemented within 60 days of inception as well as all remote access to the network.

Fleet Review:

Select Directors and individuals participated in a fleet review conducted by Intact Risk Management Services to recommend policies and procedures the Township can implement to assist in reducing loss frequency and severity of claims. A comprehensive report was prepared indicating suggestions for improvement and detailing areas where the Township's current policies and procedures are deficient. This report has been circulated to Council.

Some suggestions for the Township to consider that were discussed at this meeting include:

1. Update Policy Number 03-2003 Vehicle Expenses Policy (attached) with the following amendments:
 - Only allow Township employees to travel in Township Vehicles, or require any non-employees (passenger) to sign a waiver releasing the Township from any obligation to the passenger should an accident occur. Otherwise, in the event of an accident and injury to the passenger, they can claim Accident benefits under the Township automobile policy.

- Individuals who choose to use their own personal vehicles for Township business should provide proof of insurance authorizing the use of their personal vehicle for commercial purposes to the Township and also sign a waiver releasing the Township for any obligations to them should an accident occur in their personal vehicle while conducting Township business.
2. A driver training/hiring policy should be developed to include:
 - Minimum years of driver experience, acceptable/unacceptable driver abstracts, road testing before hiring, etc.
 - Additional training and timelines/frequency of completion (i.e. defensive driving). Increased training for drivers lowers premiums and discounted training modules are available to Intact clients.
 - Frequency of obtaining driving abstracts and policies to address new infractions.
 - CVOR training.
 - Include a testing requirement – don't just have employees read the policies.
 3. Vehicles should be equipped with anti-theft devices.
 4. We should develop an incident reporting policy that includes protocols on what we expect employees to note while at the scene, such as details of the surrounding area, etc. We should also be keeping an accident register detailing what went wrong and using this as a "loss lesson".

Risk Management Considerations – Events:

1. The event organizer and all vendors at any events on Municipal property or events that request road closures to accommodate their event, need to have sufficient insurance and must name the Township as Additional Insured. Our insurer recommends that the minimum Commercial General Liability limit requested by the Township to these Third Parties be no less than \$5,000,000.

Note: At the December 20, 2022 meeting of Council, a key information report was presented for the Expo and Council approved that only food vendors needed to add the Township as additional insured and the limit of general liability was \$2 million.

2. Rather than closing off the street where there could be a greater chance for loss i.e. a vehicle driving into a crowd of people, the event could be held at a local park.
3. If the event is to be held on the street there needs to be sufficient signage and barricades.
4. Prior to the upcoming event, the Public Works Department should inspect the area and mark / repair any trip hazards whether that may be on the street or in the park.
5. For Township events that may have a larger concentration of people and therefore a larger exposure to risk, the Township should purchase a separate event liability policy.

Use of a Blanket Festival policy to move the exposure away from the Municipal Liability policy so a loss at one of the events would not impact the Township's overall loss history and the development of an adverse loss history. To obtain a quotation for the Blanket Festival policy, we would need to provide the following information:

- List of events i.e., Canada Day; Dairy Fest; etc.
- Anticipated number of attendees at each event
- Description of the event and if there will be alcohol at the event
- If we wanted to include the vendors at the event – we would need the anticipated number and type of vendor at each event.

Event Policy:

Currently, the Township does not have a policy for managing events. Requests for events to be considered "Municipally Significant", for road closures and for in-kind services such as the use of tables and chairs from the recreation department are all handled separately. We are recommending that a new policy be developed that would encompass all of these requests as well as insurance requirements and mandated volunteer training (detailed below).

One comprehensive form should be available for event organizers to complete and submit for their event. Should Council approve, a policy will be developed and brought to Council in March, to give organizers of 2023 enough notice of these new requirements.

Volunteers and Committees of Council:

The definition of Insured our policy states:

"**Insured**" includes the "Named Insured" and also the following "Additional Insureds" while performing their duties for or in association with the "Named Insured", but in no event shall the duties of an "Additional Insured" be interpreted to include sexual misconduct:

- (a) Any Board, Commission or Committee of Council.
- (b) Any Member of Council or of a Board, Commission or Committee of Council or Trustees of a Police Village.
- (c) Any statutory officer, officer or employee of any "Insured".
- (d) Any firefighter. Firefighters' duties are deemed to include all activities related to the occupation of a firefighter including rescue operations and his or her activities as a member of Firefighters' Associations or Clubs.
- (e) Any volunteer worker of any "Insured".

To be considered a volunteer for the purposes of insurance, and to be recognized as an additional insured under the Township's policy subject to the policy terms, conditions and exclusions, volunteers must operate under the direct supervision, report, and management of the Township in the same way as an employee other than their lack of compensation. They are to be instructed, guided, and monitored with a direct relationship to the municipality.

Many good deeds are done for the betterment of the community but to be recognized as “under the insured’s umbrella of responsibility” the Township is directing or orchestrating what is being done. Their mandate is simply being fulfilled by someone not seeking remuneration.

In terms of a Committee of Council, our Insurance providers follow the Municipal Act’s guidelines for a Committee of Council as referenced in the attachment.

Volunteers and Committees of Council would look to the Township for insurance. Therefore, these individuals should be trained and go through the same “hiring” processes and procedures as would be expected of an employee. As they may deal with vulnerable sectors, they should definitely have the police screening and background checks.

Currently, the only training provided to volunteers is Accessible Customer Service training as required per AODA.

Abuse:

In the past, allegations of abuse were covered under general liability, but this is not the case anymore; thus, training of volunteers is important, particularly given there is an unlimited statute of limitations on abuse cases. As part of our insurance application, we were required to submit Policy 30-2010 Violence and Harassment Policy for review (see attached). The following changes were recommended:

1. Add clear definitions of abuse (ie physical, mental and sexual).
2. Add a sign off section that is reviewed and signed off annually for everyone (includes volunteers).
3. That police/screening/ background checks are completed at hire and repeated every 3-5 years.
4. Implement a 2-adult rule policy. The goal of the Rule of Two is to ensure all interactions and communications are open, observable and justifiable. Its purpose is to protect individuals in potentially vulnerable situations by ensuring more than one adult is present.

Recreation Facility Insurance:

The Township of North Dundas offers facilities for rental for the purpose of sports, special events, and activities. User groups are encouraged to have insurance liability coverage to protect them and the Township of North Dundas against any financial impact of claims associated with the use of the facility.

The previous Council considered the risks associated with facility use and the cost of associated insurance and determined that user groups should be offered the following insurance options:

1. Purchase insurance liability coverage from the Township of North Dundas.
2. User groups who have insurance liability coverage or purchase insurance liability coverage elsewhere can add the Township of North Dundas as an additional insured party.
3. Decline to purchase insurance liability coverage from the Township of North Dundas. Sign and submit a copy of the Release of Liability & Assumption of Risk document, provided by the Township.



HALPENNY INSURANCE

B R O K E R S L T D .

COMMITTEES OF COUNCIL & VOLUNTEERS

COMMITTEE OF COUNCIL

For Committees to qualify as an Insured under Municipal Liability, it is not enough for Council to pass a Resolution. A Committee of Council is one that is formed by Council in good faith – the following criteria must be met:

- Council passes a resolution stating that a group of individuals will be acting as a committee of council
- The Committee is accountable to Council for all their actions and activities
- All finances are directed by Council; or at least approved by Council
- One or two council members are appointed to sit on the committee

VOLUNTEERS

Volunteering is the most fundamental act of citizenship in our society. It is offering time, energy and skills of one's own free will. It is an extension of being a good neighbour, transforming a collection of houses into a community as people become involved in the improvement of their surroundings and choose to help others.

To be considered a volunteer of a municipality, similar characteristics to an employee must exist (excluding the obvious item relating to remuneration). The main requirement which would qualify an individual or group of individuals as Municipal Volunteers are:

- You must be working under the direction and control of the Municipality
- The municipality must have the ability to accept, suspend or dismiss their services
- A master/servant relationship must exist – the master will be responsible for, and liable for the damages caused by the servant
- The activities of the volunteers must be carried out in accordance with the guidelines and standards set by the Municipality

When the above conditions apply, the Municipal Liability Insurances subject to the policy terms and conditions extends to these committees is automatic. Volunteers to these committees of Council are also included under the definition of Insured.

It is not the intent to extend coverage to any or all committees formed to provide a service or benefit to the community. The Municipal Liability policy would not extend to those committees acting completely independent of the municipally.





Risk Management Considerations for Volunteers

A member of a volunteer service organization was involved in a motor vehicle accident while performing their volunteer duties for Christ King Parish. An 82 year old man was rendered quadriplegic as a result of the accident. The volunteer group didn't have insurance and the driver's automobile liability insurance had a limit of \$500,000. The Parish was required to pay the remainder of the \$17 million settlement.

Volunteers can be an important part of an organization. They can provide services that may not otherwise be possible due to personnel and financial limitations and they can also be used to augment existing services. But, if your organization is not careful, a volunteer can become a liability.

People volunteer for a variety of reasons, including:

- Sharing and donating their skills.
- Helping others and keeping their skills sharp.
- Meeting new people, being a part of a team and having fun.
- Exploring a career or earning academic credits.

Your Volunteer Program

Once the decision to implement a volunteer program has been made, your organization needs to have a plan. When hiring employees, your organization likely starts with a job description, a list of necessary qualifications, the amount of compensation the employee will receive and a disciplinary policy. You should organize your volunteer program in the same way.

There are 13 steps in a volunteer plan:

1. Develop a volunteer policy and procedure.
2. Create a volunteer job description.
3. Communicate the plan to your staff.
4. Prepare screening criteria.
5. Create an advertisement and distribute it.
6. Conduct interviews.
7. Screen potential volunteers.
8. Develop a rejection procedure.
9. Perform orientation and training with new volunteers.
10. Ensure the volunteer has proper resources.

11. Evaluate the volunteer and give feedback.
12. Perform regular recognition.
13. Keep records of volunteers and projects.

Volunteer Policies

In order for a volunteer program to be successful, the organization needs to develop a clear policy concerning direction and control of volunteers. Volunteer policies are used to clarify the duties of the volunteer and for reference when determining if the person is a volunteer under the organization's insurance policy.

Volunteer policies and procedures also provide your volunteers with clear direction and expectations. This increases their satisfaction with the role and their productivity. When your volunteers are satisfied in their roles, your organization experiences a higher volunteer retention rate.

A volunteer policy should include:

- How and why volunteers are being used.
- Who is defined as a volunteer.
- Level of access volunteers will have to information.
- Volunteer confidentiality.
- Recruitment practices.
- Training.
- Working conditions for volunteers.
- Support and supervision.
- Expenses.
- Insurance.

Managing the Risk – Volunteer Procedures

When looking to include volunteers in your organization, the following procedures can help to ensure a smooth and appropriate addition.

1. Role Description

- Develop a role description, including:
 - Basic responsibilities.
 - Whether volunteers will work individually or as part of a team.
 - Length of commitment.
 - Number of hours to be volunteered (per day, week, or month).
 - When and where the work is to be performed.
 - If the work is to be supervised.
 - The skills or experience required.
 - Whether the schedule is fixed or flexible.
- Use a chart like the one below when creating a role description:
- In addition, you could use a survey such as the one below to create a role description:

Please indicate if the job requires (yes, no, details):

- Driving cars, trucks, forklifts or other equipment.
- Working around equipment and machinery.
- Walking on uneven ground.
- Exposure to excessive noise.
- Exposure to extremes in temperature, humidity wetness.
- Exposure to dust, gas, fumes or chemicals.

Activity	Never (0 hours/day)	Some (0-3 hours/day)	Often (3-6 hours/day)	Always (6+ hours/day)
Sitting				
Walking				
Standing				
Squatting				
Kneeling				
Reaching				
Push/Pull				
Grasp				
Twist				
Other				

- Working at heights.
 - Operation of foot controls or repetitive foot movement.
 - Use of special visual or auditory protective equipment.
 - Working with bio hazards such as blood borne pathogens, sewage, hospital waste, etc.
- In the role description, address the cost of training, whether expenses will be reimbursed, and what sort of training is required.
 - Ensure that the role description is clear and complete, and that the volunteer base reflects the diversity of your organization and community; in terms of age, sex, and race, and the inclusion of those with disabilities.

2. Interviews

- Conduct interviews with prospective volunteers. Ask about their skill and experiences, what their motives for volunteering are to assess their suitability for the role.
- During the interview, make sure you give them information about your organization and include details of the role, including a brief job description.
- Ensure that the interview is conducted in such a way as to avoid any possible discrimination. A rule of thumb to follow is that if information is not allowed to be collected for paid positions, it should not be collected for volunteer positions.
- Examples of inappropriate information to ask are gender, age (minimum age requirement is acceptable), marital status, race, religion, etc.

3. Screening

- Perform appropriate screening for the position. Ask the person for references you can contact and screen for interests, skills, schedule, and personality.
- Police record checks are required if the position involves:
 - Unsupervised home visits.
 - Working with children.
 - Working with frail elderly persons.
 - Working with people with disabilities.
 - Handling money and other property.

- Have a written policy in place regarding convictions on Police Record Checks and how often you will require them while a person is in a position.
- If volunteers will be using their own vehicles during their volunteer duties (such as delivering meals to residences), ensure that a Certificate of Automobile Insurance, as well as a Motor Vehicle Accident Report is retained.

4. Accepting Volunteers

- When deciding whether to accept or reject a volunteer, consider:
 - The nature of the program, services, and activities.
 - The characteristics of the group to be served.
 - The duty of care your organization owes to participants, staff, and the community.
- When accepting a volunteer, always ask yourself: would you pay this person to do the same job?
- After accepting a volunteer, provide orientation to your organization and proper training for the role they will be fulfilling.

Rejecting Volunteers

- If you are rejecting a volunteer, inform them either by letter, over the phone, or in person.
- Stress that you are following protocol based on the policy you have in place and explain the reasons for their rejection.
- Offer the person suggestions for building their experience or skills so that they can be successful in the future.

6. Review/Evaluation

- Once a volunteer is in the position, make sure you supervise and evaluate them on an on-going basis.
- The higher the risk involved in the position, the closer the supervision should be.
- Advise that reviews will be undertaken and make spot checks of their activities.
- Keep regular notes on the performance of each volunteer and deal with any problems in the same manner you would as with paid staff.

7. Volunteer Recognition

- Ensure you put in place a volunteer recognition program in order to show your appreciation for volunteers.
- Consider a “Volunteer of the Month” or “Volunteer of the Week” award, and make sure that all volunteers are recognized individually.
- Send cards to volunteers on their birthdays or the anniversary of when they started volunteering.
- If funds allow, consider an annual volunteers dinner or barbeque to show appreciation.
- It is important to show your volunteers that they are an integral part to your organization and that you value them.

Developing Your Policies & Procedures

- No need to reinvent the wheel. Your existing employment policies can be used as your starting point.
- Do an internet search. Many organizations post their volunteer policies on their websites.
- Consult your insurance provider. They may be able to provide you with samples. They should be able to provide you with a policy and procedural review once your policy is finalized.

Risk Management Considerations for Special Events

Background Information

If you are renting out a facility owned by your municipality or organization for a special event, it is important to make sure you are protected. Create a special events policy and outline procedures that renters must follow when planning and executing their event. By instituting a special events policy, you can help to ensure that your organization's interests are protected and that all federal, provincial, and municipal laws are upheld.

Because so many different types of events can take place on municipal property (festivals, concerts, parades, fundraisers), it makes it difficult to come up with a standard, all encompassing special events policy. The following considerations should be included as a base, and then each individual event should be examined for unique risk issues.

Risk Management Considerations

Some events are held year after year without incident. That, however, does not imply that the proper precautions and risk control techniques are being implemented.

The first step in managing potential risks associated with a special event is to map out the involvement of all parties. Who is involved and what is the extent of their involvement?

Next, practice appropriate liability transfer techniques by matching the risk with the party in control. For example, if your only involvement is owning the premises where the event is being held, you will want to enter into an agreement whereby the organizer is required to:

1. Maintain specific minimum controls and obtain necessary approvals from the appropriate authorities, which correspond with the nature of the event.
2. Provide a hold harmless and indemnity in your favour.
3. Guarantee the indemnity by requesting proof of sufficient limits of liability insurance including your municipality as an additional insured.

Create a Special Events Policy

Contracts/Permits

Rental Agreements

All renters of municipal buildings or property should be required to sign a rental agreement. In the agreement, you should include a hold harmless and indemnification clause. Here is a sample clause, which should be reviewed by your legal counsel prior to use:

"As part of the consideration for the Municipality renting the above-noted facilities to _____, I on behalf of myself, the renting organization and its members agree to release and discharge, and to indemnify and save harmless the Municipality from and against all claims and proceedings, by whomsoever made or brought, in respect of any cost, expenses, losses, damage or injury arising by reason of my/our use of the rented facilities."

Insurance Policy

The renter should be required to obtain a general insurance policy covering the event. You should require your municipality to be added to the policy as an additional insured. Here is a sample clause, which should be reviewed by your insurance provider prior to use:

"The Municipality requires the applicant to carry Commercial General Liability Insurance in an amount not less than ____ million dollars. This insurance will be carried for the rental period and will have the Municipality shown as an additional Insured."

Ensure that you see proof of insurance and document it.

Special Occasion Permits

Ensure that the renter has the appropriate provincial Special Occasion Permit if alcohol is being served at the event. A Special Occasion Permit can be purchased in advance of the event.

Premises

The location of the event and the premises on which it is going to be held need to be suitable for the event. You must ensure that:

- The facility meets building and safety codes.
- The size of the premises is large enough to hold the expected crowd.
- Any trip and fall or other hazards are fixed or removed.
- Emergency exits are clearly marked and the pathways to them are clear.
- Ensure that there is adequate protection from the weather at outdoor venues – ie.) protection from the sun, rain, storms, etc.
- Ensure there is safe and hazard-free access to the premises.
- Make certain that there is adequate outside night lighting for the safety of the patrons entering and exiting the premises.
- Verify that all fire alarms, extinguishers, and sprinkler systems are running properly and tested.

Security

Security Plan

- The purpose of having a security plan is to ensure that all people and property at the event have the best possible protection.
- When creating a security plan, think about the worst case scenario and plan accordingly.
- Ensure that the organization renting out your property also has a security plan in place for their event.
- The security policy should be in writing so it can be used in defending event organizers against any conflicts over security negligence.
- Because every event is unique and will have different security needs, create a basic security plan and then customize it for each event.
- A security plan should include:
 - A schedule of all event activities.
 - A schedule of all security activities, before, during, and after the event.
 - Venue site plan, as well as a map of the surrounding area.
 - A description of the risk factors that are unique to the event, such as a large audience, sale of alcohol, violence and vandalism, no identification checking, etc.

- A list of all key personnel, including security guards, any emergency workers, facility managers, event organizers, etc.
- A command post should be established and its location, policies and procedures should be specified.
- A detail of post assignments including post locations.
- A section on security communications – two-way radios, cell phones, etc.
- Security transportation. – how security is going to move through the event, respond to emergencies, etc.
- A section detailing emergency procedures.
- Security job descriptions.
- All security personnel should have specific job descriptions and responsibilities, which could include:
 - Acting as a deterrent for potential disturbances.
 - Identifying and resolving potential incidents.
 - Checking for and removing prohibited items upon entry.
 - Identifying and appropriately dealing with intoxicated patrons.
 - Providing security for patrons in parking lots.
 - Preventing theft and damage.
 - Providing crowd control.
 - Ensuring the safe use of the facilities.
 - Properly responding to and controlling emergency situations.

Private Security vs. Law Enforcement Private Security

- The organization renting municipal property can make the decision between hiring a private security firm or law enforcement to undertake event security.
- Under the *Private Security and Investigative Services Act*, a security guard must be insured by an insurer licensed under the *Insurance Act* for liability in the proper amount.
- The *Private Security and Investigative Services Act* also states that every security guard must hold a valid licence. Proof of their licence should be a condition of employment.
- Ask for and check references.
- See a valid Certificate of Insurance from the security company.

- Have a written contract with the security firm, including an indemnification clause against liability due to any negligence from the security company.
- Check with the chambers of commerce and better business bureaus to see if there have been any complaints about the security company.

If hiring law enforcement, consider:

- What policies the City has in place regarding police security service at events.
- Charge back the cost to the organization.

Health and Safety

First Aid

- Have a designated First Aid tent or area set up with plenty of signs indicating its location.
- Ensure it is stocked with multiple complete first aid kits, including portable kits.
- Have cots or mats in place where patrons can lay down.
- Keep equipment such as Epi-pens and Benadryl liquid, on hand for dealing with allergic reactions.
- Consider obtaining an Automatic External Defibrillator (AED) for events where paramedics are not present.

Emergency Services

For all large events, consider having paramedics and an ambulance on site. St. John's Ambulance can be contracted for services at special events.

Sanitation

- Ensure the venue has an adequate number of waste receptacles.
- Schedule for the emptying of waste receptacles to ensure that the venue stays clean and hygienic throughout the event.

Crowd Management

- Crowd management and crowd control are not the same thing. Crowd management refers to the measures taken to facilitate the movement and enjoyment of the crowd, such as seating, ushering, etc. Crowd control refers to the actions taken once a crowd is beginning to get out of control or has gotten out of control.
- It is important that these two concepts are defined and separated in the planning of the event.

Ushering

- The job of an usher is to help people to their seats quickly and safely.
- Well prepared ushers can help to ensure that the event gets started on-time and that people are where they are supposed to be.
- Ushers help to reduce crowd confusion because they know the venue and can help people to locate areas such as washrooms and concession kiosks.
- Ushers can alert security of potential problems and also help to spot safety hazards.
- It is important to remember that ushers are in no way required to or allowed to perform security functions.

Signage

- It is important to have clear, concise signage at the event.
- Signs should be posted throughout the venue in highly visible spots.
- Signs should be written in simple language that all patrons can understand.
- There should be signs indicating the various seating areas so that patrons can easily find their seats.
- Signs should point out things such as:
 - Location of the washrooms.
 - Location of the concession.
 - Location of the first aid area.
 - Venue rules.
 - Codes of Conduct.
- Noise Control.
 - Event organizers need to consider how noise will affect the surrounding neighbourhood.
 - Neighbours should be notified prior to the event and given an approximate schedule of events.
 - Consult your Municipal by-laws regarding specifics for noise control.
- Public Address System (P.A. system).
 - Ensure your venue has a working P.A. system.
 - The P.A. system is very important for providing safety and security information to the patrons, as well as directions in an emergency situation.

Alcohol

The management of alcohol at events is an extremely important and complex area. Please read more about Alcohol Policies and Procedures for further information.

Food

- There should be an adequate amount of food available for purchase at the event.
- There should be a variety of food available, including vegetarian and vegan options.
- There should be a variety of cold drinks available, including soft drinks, juices, and water.
- Food must be prepared in a sanitary manner, in accordance with local by-laws and public health guidelines.
- There must be food available for free or for purchase if alcohol is available at the event – check Special Occasion Permit rules and regulations.

Street Closures

- If the event requires street closures, check local by-laws for appropriate procedures.
- Inform all residents and businesses on the street of the road closure well in advance of the event, giving them an approximate time frame for the closure.
- Post an event organizer or volunteer at both ends of the road to inform drivers of the reason for the closure and to direct them around it.

Parking and Traffic

- Ensure that there is an adequate amount of parking at the venue.
- If there is not adequate parking, consider contracting out another parking lot or instruct patrons to use municipal lots.
- Ensure there is parking for the disabled as close to the venue as possible and that it is clearly marked.
- Post signs that clearly identify venue parking and lead the way from the parking lot to the venue entrance.
- Ensure there is adequate lighting in the parking areas for the safety of patrons and their vehicles.
- Consider having a member of the security team patrol the parking lot and be on hand to escort people to their cars if they wish.

Volunteers

Volunteers are an integral part of any event. Please read Risk Management Considerations for Volunteers for more information.

Inspections

1. Stipulate what must be inspected (ie. tents).
2. State that the inspections must be carried out by your building inspectors. Charge the cost of these inspections to the organizer.
3. State the required inspection by your fire department. Charge the cost of the inspection to the organizer.
4. Technical standards authorities (such as the TSSA in Ontario) - amusement rides, inflatables - know what falls under their jurisdiction and require that the event organizer abide by their requirements.



Risk Management Considerations for Municipal Street Fairs

A street fair was planned in a small town. The City works crew, on the day before the fair, went out to inspect the road where the fair was to be held. They marked trip hazards for future maintenance. However, the crew didn't know about the street fair the following day – they were just following their regular maintenance routine. A patron attending the fair tripped over one of the hazards and injured herself. Be sure to communicate public events to relevant departments within your organization.

Road Closures

Closing the roads so that the streets are free of vehicles and safe for pedestrians is probably the most important safety aspect that is your responsibility as a municipality. Consult with the organizing group to see which roads need blocked off and when they need to be closed. Post notices around the community specifying which roads will be closed at what time and the length they will be closed for. Be sure to include detour routes so that motorists can plan their alternate route.

Once you have closed the necessary roads, make sure you can barricade the route so cars are not able to get through. Consider placing authorities at each barricade to ensure motorists are obeying the road blocks.

Inspections

It is your duty as a municipality to thoroughly inspect the area where the street fair will be held to confirm that it is safe. All the streets must be clear of debris such as fallen trees, glass shards etc. The physical condition of the roads must be acceptable; no potholes or large surface cracks. Inspect the roads before and after the event. Keep a record of when these inspections were done and what was found for future reference.

Overnight Security

Many street fairs run over two days or more. If this is the case, think about overnight security to prevent theft and vandalism. Consider contracting out this risk exposure by hiring a professional security service.

- Check your provinces private security and investigators act for rules and regulations regarding licencing. Every security guard must hold a valid licence. Proof of their licence should be a condition of employment.
- Ask for and check references.
- See a valid Certificate of Insurance from the security company.

- Have a written contract with the security firm, including an indemnification clause against liability due to any negligence from the security company.
- Check with the chambers of commerce and better business bureaus to see if there have been any complaints about the security company.

Insurance/Permits

The organizers need to have valid insurance policies. Stipulate that your municipality be named as an additional insured on the organizer's policy. Also ask them to include a hold harmless clause on the contract that will release you from any liability caused by negligence on their part. Obtain a copy of all insurance policies for your records. The organizer should also apply for a special events permit from your municipality. This will allow you to have details about the event and its particulars before you make the decision to grant permission for the event to be held.

Serving Alcohol

If the organizer is serving alcohol, they should consider these points:

- Bartender(s) should be liquor service trained and certified.
- Proof of certification should be provided to the municipality.
- The event sponsor should support the Designated Driver program by clearly identifying designated drivers and:
 - Provide free non-alcoholic beverages.
 - Provide alternative transportation (taxis, for example).
 - Advertise that a Designated Driver program is in effect.
- The event sponsor should provide an adequate supply of food and non-alcoholic beverages.

- The individual who signs the special occasion permit application and the rental agreement must be in attendance.
- The event sponsor must also be comfortable making decisions that affect the operation of the event.
- The renter should monitor the premises and ensure the physical setting is safe at all times.
- The municipality should obtain proof of insurance coverage from both the event sponsor and independent bartender using your facility. The municipality should be added as an additional insured to the coverage provided.
- The individual who signs the special occasion permit application and the rental agreement must be in attendance.
- The event sponsor must also be comfortable making decisions that affect the operation of the event.
- The renter should monitor the premises and ensure the physical setting is safe at all times.

The municipality should obtain proof of insurance coverage from both the event sponsor and independent bartender using your facility. The municipality should be added as an additional insured to the coverage provided.



Risk Management Considerations for Street Fair Organizers

Vendors

All vendors need a vendor permit regardless of what they are selling. The permit will ensure that they have obtained permission to operate a merchandise booth and are legally allowed to sell their goods. Their permit should be placed in their booth for the duration of the event.

Food vendors also need to have a valid health permit. All merchandise sold needs to be family friendly, made solely by the vendor (i.e. not manufactured), legal and allergy warnings must be posted.

To ensure the sale of appropriate goods, have all vendors fill out an application form with detailed descriptions and pictures of any and all merchandise they will be selling prior to approving their participation in the fair. Any vendors found selling items that are not approved should be reprimanded and the items should be removed. To assist vendors in the application process and make sure they know what merchandise is acceptable, consider holding “help programs” before the street fair begins. Vendors planning to sell alcohol need a valid liquor license.

Any samples or giveaways must be safe and appropriate for all ages. Stipulate that any “freebies” be approved by your organization before they are distributed. The same goes for

any interactive activities or games that a vendor would like to arrange.

Dangerous items such as knives should be kept out of reach of children. All merchandise and/or displays need to be contained within the vendor space; spill outs onto walkways are not permitted because it creates a tripping hazard.

The vendor should be present in their booth at all times for safety (theft prevention etc.). Vendors should not be allowed to sell, sublet, lease or lend their booth space to third parties for insurance reasons. Communicate all rules in a straightforward manner to vendors before the event and make sure they are enforced.

Food Safety

Proper food handling and preparation is essential. Any vendor selling food needs to have a health permit. They also need to comply with health laws and regulations to ensure that all prepared food is safe to eat. If the food is perishable, proper measures need to be taken to safely store it prior to consumption. A list of ingredients used should be available for patrons with food allergies or special dietary requirements. Require food vendors to provide a summary of the health and safety methods they are using to ensure they are adequate.

Entertainment

Entertainment at a street fair can be fun, but it also presents its own set of risks. Any entertainment should be safe and audience-appropriate. If live bands are performing, have professionals install the stage to make sure it is safely assembled. An experienced crew should set up, tear down and operate the band's equipment. Close off areas with equipment to spectators to prevent accidents.

Parades are also common at street fairs. If items like candy or small toys are given out during the parade, they should not be thrown into the crowd because they could easily injure someone. Designate walkers to distribute them instead. If horses or other animals are part of the parade, ensure they are handled by qualified people. All vehicles should be in good working condition and all floats should be equipped with a fire extinguisher.

Depending on the scale of your street fair, you may have midway rides for patrons to enjoy. Rent rides from a reputable company and have them set up by the same company or another experienced professional. When renting rides you should always sign a third party contract. Have a risk manager and lawyer look over the contracts before signing. The rental company should have valid insurance; get a copy of their certificate of insurance for your records. You may be required to have an operating license, permit and certification. Check all rules and regulations before the event to make sure everything is in order.

Security

Have ample security procedures in place. If the expected crowd is large and the area is difficult to patrol, consider hiring a security service. Enter into a contract with the security service and check to make sure the service is reputable and licensed. Be sure to create a protocol for situations such as rowdy or violent patrons or vendors. Include definitions of rowdy and violent and include a removal procedure. Also include guidelines for crowd control in emergency situations.

- The *Private Security and Investigative Services Act* in Ontario states that every security guard must hold a valid licence. Proof of their licence should be a condition of employment.
- Ask for and check references.
- See a valid Certificate of Insurance from the security company.

- Have a written contract with the security firm, including an indemnification clause against liability due to any negligence from the security company.
- Check with the chambers of commerce and better business bureaus to see if there have been any complaints about the security company.

Theft prevention is necessary in open-air events with large crowds like street fairs. Make sure vendors are aware of theft risks and encourage them to take precautions such as keeping money in a safe or locked cash box. If the street fair lasts more than one day, consider overnight security.

When dealing with such a large number of third parties, it is imperative that you confirm each party has the proper insurance. Ask for proof of valid insurance from each vendor and service hired. You should stipulate that the following be present in any contract or insurance policy by a vendor or service:

- A minimum amount of general liability coverage (you should discuss an acceptable amount with your risk managers).
- Your organization should be listed as an additional insured.

All vendors should also sign a waiver stating that they agree with all the rules and regulations of the street fair. The waiver should include a media release if you intend to publicize the event.

Safety Measures

Safety equipment (fire extinguishers, etc.) should be in good working order and easily accessible not only to street fair employees and volunteers but to patrons. If a vendor has a generator, barbeque or anything of the sort that presents an increased fire risk, that booth must have a fire extinguisher in it or within a foot of it (i.e. incredibly accessible). A detailed map should be placed around the entirety of the fair with locations of exits, first aid stations, fire extinguishers, emergency telephones, etc. EMS stations should be set up for emergencies and contingency plans should be in place in the event of poor weather, fires etc.

Food and drinks should be sold in non-breakable containers. Glass plates and cups are not acceptable. Garbage receptacles and recycling bins should be dispersed around the area to encourage proper disposal and to keep the

ground free of debris. Make sure someone is responsible for emptying the receptacles.

Rollerblades, skateboards, bikes, etc. should not be permitted in the fair area because they can be dangerous to pedestrians. Consider creating a policy for pets. Discuss with your risk management team if you want to allow vendors and attendees to have pets at the fair as long as certain requirements are met (all dogs are on leashes etc.) or if pets should not be allowed.

There are many temporary structures at a street fair such as vendor booths and food stands. It is important that these structures are as stable as possible. Before the fair opens, have a qualified risk manager inspect each structure to ensure it is safe. They should check that the structures are firmly secured. All extension cords running along the ground should be taped down and well-marked so no one trips.

Coordinate road closures with the municipality. Make sure the proper roads are closed and that barricades are firmly in place to stop traffic from entering the fair. Road closure notices should go up well in advance so that motorists can plan alternate routes. Consider having local authorities monitor the barricades to ensure no drivers are getting past the road blocks.

POLICY MANUAL	Policy No. 03 -2003
Township of North Dundas	Effective Date: October 27, 2003
Subject: Vehicle Expenses	Page 1 of 2

Purpose:

To establish the rates at which employees will be reimbursed for mileage and other automobile expenses and to provide guidelines for the use of vehicles for the Township of North Dundas staff.

Policy:

1. Mileage

The Township of North Dundas will reimburse employees for the use of their personal vehicles for business mileage at the rate prevailing and set by Council resolution at any given time on the following basis:

- a) If there is a Township of North Dundas vehicle available, employees are to use that vehicle. Mileage claims for use of an employee's own vehicle will not be paid if there was a Township vehicle available.
 - (i) Township vehicles may be taken home the night before the travel is required if the employee is leaving directly from home and the business destination is closer from their home than from their place of work. The Township vehicle is to be used for business purposes only during that time.
 - (ii) Township of North Dundas vehicles will be provided as available, on a first come basis but with preference given to long distance travel.
- b) The applicable mileage is based on the distance between the employee's place of work and the business destination.
 - (i) If the business destination is closer to the employee's home than his or her place of work, the employee is expected to provide his/her own transportation without reimbursement for mileage.
 - (ii) If traveling from home, mileage will be reimbursed based on the amount of travel required in excess of the amount normally required to get to the employee's place of work. This will be calculated as follows: the distance between the business destination and the employee's home minus the distance between home and the employee's place of work. (If the distance between the business destination and an employee's home is less than the distance between his/her place of work and home, no mileage will be paid.)

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Township of North Dundas	Effective Date: October 27, 2003
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- c) Mileage is not paid for travel to and from work.

2. Parking

- a) Employees will be reimbursed for parking expenses related to business use, after the appropriate expense claim is filed with receipts.
- b) Reimbursement will be made on the honour system for coin operated parking meters.

3. Driving Safety

- a) If you are required to use your automobile for Township of North Dundas business or are using a Township of North Dundas vehicle, you are required to observe safe driving practices. This includes, but is not limited to, the use of seat belts and obeying speed limits and traffic signs and signals.

4. Fines

- a) Fines issued to employees while on business travel for parking and moving traffic violations (eg. speeding) will not be paid by the Township. They are the responsibility of the employee.

5. Driving Record

- a) If an employee is required to use his/her own vehicle for business purposes or is required to drive as part of the job, we may require him/her to authorize and assist us in obtaining his/her driver abstract, to ensure that he/she has a clean driving record.
- b) If an employee is required to drive as part of their job, he or she must notify the Township of North Dundas immediately if he or she loses, or may lose, their driver's licence.

MOVED BY: Edmund Korman SESSION October 27, 2003
SECOND BY: Edmund Korman RESOLUTION NO. (10)

THAT Council receive approve the Township of North Dundas Vehicle Expenses Policy (Policy Number 03-2003) as presented October 27, 2003.

179

DIVISION

FOR

AGAINST

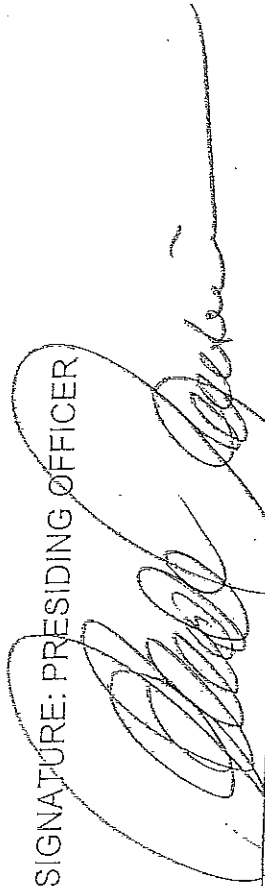
VOTE

CARRIED ☒

DEFEATED ☐

AMENDED BY ☐

SIGNATURE: PRESIDING OFFICER



DECLARATION OF CONFLICT OF INTEREST

(a) DISCLOSED HIS (THEIR) HER INTEREST(S).

(b) VACATED HIS (THEIR) HER SEAT.

(c) ABSTAINED FROM DISCUSSION AND DID NOT VOTE ON THIS QUESTION

Clerk

Township of North Dundas POLICY MANUAL	Policy No. 30-2010
Subject: Violence and Harassment	Effective Date: June 15 th , 2010 Revised: November 8, 2016
	Page 1 of 8

PURPOSE:

To provide and maintain a work environment that is based on respect for the dignity and rights of everyone in the organization. To ensure that all Township of North Dundas employees enjoy a work environment that is healthy, safe and free of violence, harassment and sexual harassment.

Workplace violence and harassment will not be tolerated from any person in the workplace *(including customers, clients, other employers, supervisors, workers and members of the public, strangers and domestic/intimate partners as applicable)*.

Workplace violence and harassment have a negative impact on morale and productivity. It affects not only the victims, but their co-workers and the Township as well. It can cause employees to become stressed or ill and miss time from work. If an employee quits because he or she has experienced a violent act or has been harassed it can be very costly for the Township of North Dundas to hire and train new employees.

RESPONSIBILITIES:

Employer:

The Township of North Dundas as the employer will ensure this policy and the supporting program are implemented and maintained and that all workers and supervisors have the appropriate information and instruction to protect them from violence and harassment in the workplace.

The Occupational Health and Safety Act clarifies that employers and supervisors must provide workers with information, including personal information, related to a risk of workplace violence from a person with a history of violent behaviour (section 32.0.5(3)) However, this duty is limited and applies only when the:

- a. worker can be expected to encounter that person in the course of his/her work; and
- b. risk of workplace violence is likely to expose any worker to physical injury.

Employers and supervisors must also not disclose more information than is reasonably necessary to protect a worker from physical injury.

Supervisor:

Supervisors will adhere to this policy and the supporting program. Supervisors are responsible for ensuring that measures and procedures are followed by workers and that workers have the information they need to protect themselves.

Employee:

Every employee must work in compliance with this policy and the supporting program. All workers are encouraged to raise any concerns about workplace violence and harassment and report any incident of workplace violence or harassment.

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If the employee's direct supervisor is involved in the act, the employee is to contact the CAO or designate.

DEFINITIONS:

“workplace harassment” means

- (a) engaging in a course of vexatious comments or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome or .
- (b) workplace sexual harassment;

“workplace sexual harassment” means,

- (a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- (b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome;

“What is not workplace harassment?” any reasonable action or conduct by an employer, manager or supervisor that is part of his or her normal work function would not normally be considered workplace harassment. This is the case even if there are sometimes unpleasant consequences for a worker. Examples could include changes in work assignments, scheduling, job assessment and evaluation, workplace inspections, implementation of dress codes and disciplinary action.

Differences of opinion or minor disagreements between co-workers would also not generally be considered workplace harassment. Any behaviour that would meet the definition of workplace violence would not be considered to be workplace harassment.

The Ontario Health and Safety Act, Subsection 1 (4) defines: A reasonable action taken by an employer or supervisor relating to the management and direction of workers or the workplace is not workplace harassment.

“workplace bullying” means repeated and persistent negative acts towards one or more individual(s), which involve a perceived power imbalance and create a hostile work environment. (Salin, 2003)

“workplace violence” means,

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- (a) the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
- (b) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; or
- (c) a statement or behavior that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

“domestic violence” a pattern of behavior used by one person to gain power and control over another with whom he/she has or has had an intimate relationship. Domestic violence may include physical violence, sexual, emotional and psychological intimidation, verbal abuse, stalking and using electronic devices to harass and control.

Section 32.0.4 of the Occupational Health and Safety Act refers to **“domestic violence”**. If an employer becomes aware, or ought reasonably to be aware, that domestic violence that would likely expose a worker to physical injury may occur in the workplace, that employer shall take every precaution reasonable in the circumstances for the protection of the worker.

Violence covers the situation where a worker is affected by an attempt or actual exercise by a person, other than a co-worker, of any physical force so as to cause injury to a worker, and includes any threatening statement or behavior which gives a worker reasonable cause to believe that he or she is at risk of injury. All threats against a worker or the worker’s family must be treated as a serious matter.

“Discrimination” is any unfair treatment or arbitrary distinction based on a person’s race, sex, religion, nationality, ethnic origin, sexual orientation, disability, age, language, social origin or other status. Discrimination may be an isolated event affecting one person or a group of persons similarly situated or may manifest itself through harassment or abuse of authority.

“Harassment” is any improper and unwelcome conduct that might reasonably be expected or be perceived to cause offence or humiliation to another person. Harassment may take the form of words, gestures or actions which tend to annoy, alarm, abuse, demean, intimidate, belittle, humiliate or embarrass another or which create an intimidating, hostile or offensive work environment. Harassment normally implies a series of incidents.

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“workplace” any location where employees are engaged in business activities in the performance of their jobs is considered the workplace for the purpose of this policy. This includes, but is not limited to:

- a) Client or vendor facilities where the employees are present in the course of performing their duties;
- b) Restaurants, lodging or meeting facilities when used by employees engaged in business activities;
- c) Any facility or adjacent parking lot or vehicle owned or leased by the Township of North Dundas.

POLICY:

This policy applies to all employees, contractors and consultants and shall be posted at all workplaces.

This policy applies in any location in which you are engaged in work-related activities, such as:

- the workplace,
- during travel,
- during telephone, email or other communications.

Preventing Violence and Harassment

The Township of North Dundas does not tolerate or condone violence or harassment of or by any of its employees in the workplace, in any work related or staff social function, or in any circumstances. Everyone in the workplace must be dedicated to preventing workplace violence and harassment. Managers, supervisors and workers are expected to uphold this policy, and will be held accountable by the employer.

The employer will ensure compliance by all who have a relationship with the organization, such as contractors, consultants, and clients.

The employer will conduct regular risk assessments in conjunction with the joint health and safety committee; establish control measures, deliver training and education to all employees.

Complaint Procedure

Management will investigate and deal with all complaints or incidents of workplace violence or harassment in a fair, respectful and timely manner. Information provided about an incident or about a complaint will not be disclosed except as necessary to protect workers, to investigate the complaint or incident, to take corrective action or as otherwise required by law.

If a worker needs further assistance, he or she may contact a member of the Township of North Dundas’ Joint Health and Safety Committee.

a) Informal procedure

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If an employee believes he or she are being discriminated against, harassed or experiencing a violent act, he or she is encouraged to first to tell the person that is performing the act to stop, if possible. Some of the things that can be said that might stop that behaviour include:

- “I don’t want you to do that.”
- “Please Stop....”
- “It makes me uncomfortable when you....”
- “I don’t find it funny when you....”

b) Formal procedure

If an informal resolution of the matter is ineffective or not possible, the employee should immediately inform his or her supervisor, a department head or CAO, in writing using the workplace harassment and violence complaint form.

c) Investigation and reporting:

- i. Immediately upon becoming notified of a threat or an occurrence of violence or harassment, the Department Head or Supervisor shall:
 - Ensure the safety of employees and public
 - Contact police if the situation warrants
 - Summon assistance if necessary
 - Provide prompt medical evaluation and treatment after the incident.
 - Inform employees of the resources available through the Township of North Dundas’ assistance programs.
- ii. As soon as practical after the incident the Department Head or Supervisor shall:
 - Conduct a full and thorough investigation using the workplace violence and harassment report form and incident form. (see Appendix 1, 2, 3, and 4 drafts)
 - Treat all complaints in a sensitive and, to the extent possible, confidential manner.
 - Interview witnesses and document findings.
- iii. The objective is to complete any investigation and communicate the results to the complainant and the accused within thirty days after the complaint is received.
- iv. These findings will be reviewed and monitored by management along with the Joint Health and Safety Committee and recommendations will be made to the CAO to increase prevention and enhance this policy.
- v. The Township of North Dundas prohibits retaliation or threats against

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employees for complaining about harassment or for taking part in an investigation.

- vi. Complaints must be brought forward as soon as possible, but should be no longer than two months after the alleged incident.
- vii. The Township of North Dundas will report all injuries to the Ministry of Labour and WSIB as required by the Occupation Health and Safety Act and Workplace Health Safety and Insurance Act, when a worker loses time from work, requires healthcare, or performs modified work at less than regular pay or at regular pay for more than seven days.
- viii. Where a person is killed or critically injured from any cause at a workplace, the employer shall, within 48 hours after occurrence, send to a director, Ministry of Labour, Eastern Ontario, 347 Preston St., 4th Floor, Ottawa, Ontario, K1S 3J4 a written report of the circumstances of the occurrence containing such information and particulars as the regulation prescribes.
- ix. The CAO will review all reports of Workplace Violence and Harassment and will ensure that actions are taken.
- x. If the resolution of the incident is beyond the authority of a department head or supervisor, he/she must make the CAO of the Township of North Dundas aware as soon as possible and not later than four (4) days.
- xi. The CAO may involve other Department Heads, Supervisors or appropriate persons in the investigation.

b) Corrective Action:

- i. If it is found that an employee has engaged in any form of harassment or violent behaviour, he or she will be subject to disciplinary action, up to and including discharge for cause.
- ii. If an employee retaliates or threaten to retaliate against someone for exercising his or her rights under this policy, that employee will be disciplined or dismissed.
- iii. The appropriate corrective action will be determined by the department head, the supervisor and the CAO.
- iv. If an employee makes an informal or formal complaint in good faith and without malice, regardless of the outcome of the investigation, he or she will not be subject to any form of reprisal as a consequence of having made the complaint.
- v. The Township of North Dundas will take appropriate measures against employees that make false accusations of harassment or violent acts maliciously or in bad faith, up to and including discharge for cause.

Township of North Dundas POLICY MANUAL	Policy No. 30-2010
Subject: Violence and Harassment	Effective Date: June 15 th , 2010 Revised: November 8, 2016
	Page 7 of 8

Assessing the Risks of Workplace Violence

The Township will:

- assess the risk of workplace violence that may arise from the nature of the workplace, type of work or conditions of work;
- take into account the circumstances of the workplace and circumstances common to similar workplaces, as well as any other elements prescribed in regulation); and,
- develop measures and procedures to control identified risks that are likely to expose a worker to physical injury. These measures and procedures must be part of the workplace violence program.

The Township will advise the Joint Health and Safety Committee of the assessment results.

Work refusal

Under the Occupational Health and Safety Act., a worker can refuse to work if he or she has reason to believe he or she may be endangered by workplace violence (section 43 (3) (b.1). However, work cannot be refused on grounds of workplace harassment.

If an employee refuses to work he or she must remain in a safe place as near as reasonably possible to his or her workstation/ workplace while waiting for the employer to investigate (section 43 (5)) or for the Ministry of Labour to investigate (section 43(10)).

An employee can refuse to work on the basis of a threat, if the threat is to exercise force that could cause physical injury to him or herself. However, if the threat does not cause him/her to fear for his/her personal safety, the employee should use the procedures above to report the incident to his or her employer.

Emergency Procedures:

Canada's Criminal code deals with matters such as violent acts, threats and behaviours such as stalking. The police should be contacted immediately when an act of violence has occurred in the workplace or when someone in the work place is threatened with violence.

Where a person is killed or critically injured at a workplace, no person shall, except for the purpose of;

- saving a life or relieving human suffering
- maintaining an essential public utility service or a public transportation system; or
- preventing unnecessary damage to equipment or other property,

interfere with, disturb, destroy, alter or carry away any wreckage, article or item at the

Township of North Dundas POLICY MANUAL	Policy No. 30-2010
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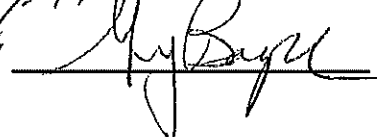
scene of or connected with the occurrence until permission to do so has been given by an Inspector.

Alternative Routes:

Despite the fact that we have this procedure, employees still have the right to seek assistance their Joint Health and Safety Committee, from the Ontario Human Rights Commission, or to pursue remedies under the Criminal Code, if applicable.

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

RESOLUTION


MOVED BY  RESOLUTION NO 6
SECONDED BY  DATE November 8, 2016

THAT Council approve the changes made to Policy HS12-01, being the Township of North Dundas' policy statement on Health and Safety and Policy No. 30-2010 – Violence and Harassment, being a policy to ensure that the Township of North Dundas' employees enjoy a work environment that is healthy, safe and free of violence, and harassment and sexual harassment.

☒ CARRIED

☐ DEFEATED

☐ DEFERRED


MAYOR

Recorded Vote:

Mayor Duncan	_____
Deputy Mayor Boyce	_____
Councillor Armstrong	_____
Councillor Fraser	_____
Councillor Thompson	_____

**TOWNSHIP OF NORTH DUNDAS
WORKPLACE HARASSMENT AND VIOLENCE
WITNESS STATEMENT FORM**

Name of witness:	Department:
Date:	Date Reported:
Location of Incident:	Person Suspected of Workplace Harassment and/or Violence:
Type of Complaint Harassment <input type="checkbox"/> Violence <input type="checkbox"/>	Person that filed complaint:

Nature of Allegations:

Did anyone else other than you witness the incident? ☐ YES ☐ NO

If yes:

Name(s) of witness(es):

How did you react to the harassment and/or violent Act?

If applicable, describe any incident that took place previously.

Could this incident have been prevented? (make a list of suggestions):

What corrective actions would you recommend to prevent a recurrence?

I am filing this statement because I honestly believe that _____ has been
harassing and or violent toward _____.
Name of complainant

Or

I am filing this statement because I don't believe that _____ has been
harassing and or violent toward _____.
Name of complainant

I hereby certify that to the best of my knowledge the above-mentioned information is true,
accurate and complete. Making false or frivolous allegations is in violation of this policy
and subject to disciplinary sanctions.

Furthermore, I realize that an inquiry will be initiated once this complaint has been filed.

Signature of the Witness

Date

**Please retain a copy for your records.

**TOWNSHIP OF NORTH DUNDAS
WORKPLACE HARASSMENT AND VIOLENCE
COMPLAINT FORM**

Name:	Department:
Date:	Date Reported:
Location of Incident:	Person Suspected of Workplace Harassment and/or Violence:
Type of Complaint: Harassment <input type="checkbox"/> Violence <input type="checkbox"/>	

Nature of Allegations:

Did anyone witness the incident? ☐ YES ☐ NO

If yes:

1) Name(s) of witness(es):

2) Description of witnesses respective role in the incident.

How did you react to the harassment and/or violent Act?

If applicable, describe any incident that took place previously.

Could this incident have been prevented? (make a list of suggestions):

What corrective actions would you recommend to prevent a recurrence?

I am filing this complaint because I honestly believe that _____ has been harassing and or violent toward me.

I hereby certify that to the best of my knowledge the above-mentioned information is true, accurate and complete. Making false or frivolous allegations is in violation of this policy and subject to disciplinary sanctions.

Furthermore, I realize that an inquiry will be initiated once this complaint has been filed.

Signature of the Complainant

Date

** Please retain a copy for your records.



KEY INFORMATION

Click or tap to choose a department.

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

Subject: Multi-Year Accessibility Plan – 2022 Status Report

Background:

The Township of North Dundas' 2020-2025 Multi-Year Accessibility Plan was approved by Council in December 2021. In accordance with the Accessibility for Ontarians with Disabilities Act (AODA), the Township must prepare an annual status report outlining the progress of the measures taken to improve accessibility and the Township's progress with regards to implementation of its Multi-Year Accessibility Plan.

A copy of this report will be posted on the municipal website under Town Hall, Accessibility. To request an alternative format of this report, please contact the municipal office.

The Clerks within SDG are working together to form Terms of Reference for the SDG Accessibility Advisory Committee with membership aligning with the term of Council.

Customer Service Standard

The standard outlines requirements for removing barriers for people with disabilities so they can access goods, services, and/or facilities.

1. Newly hired Township employees receive mandatory training on Accessible Customer Service. Training information is also sent to various committees to enable them to train their volunteers.
2. The Township launched a completely new website in the spring of 2021 which is compliant with Level AA of the WCAG 2.0 Web Content Accessibility Guidelines, which meets the requirements in the AODA. Staff continue to review documents posted on the website and update for accessibility, where required. We are in the process of converting PDF documents into searchable PDF documents to increase accessibility.

Information and Communications

The standard outlines requirements for organizations to create, provide, and receive information and communications that are accessible for people with disabilities.

1. The Township provides documents in accessible formats upon request and has notifications to this effect on the website and in Tender & RFP documents, as well as employment opportunity postings.
2. Council meetings continue to be broadcast virtually through Zoom and are live streamed

through the Township's YouTube Channel. This change has made it easier for public participation for those who were unable to attend meetings in person.

Employment Standard

The standard requires that employers must make their workplace and employment practices accessible to potential or current employees with disabilities.

1. Accessibility accommodations were available throughout the recruitment process and employment life cycle, including:
 - Notification to the public that accommodations will be provided upon request.
 - Notification welcoming accommodations throughout the recruitment process and employment life cycle.
2. Continued purchase of ergonomic equipment for staff as required.

Design of Public Spaces

The design of public spaces standard outlines the need for newly constructed or redeveloped public spaces to be accessible for people with disabilities.

1. Winchester Centennial Pool, 577 Winchester Main Street, Winchester
 - Purchased/reconfigured existing bathroom stalls to become AODA compliant.
 - Replaced washroom taps with touchless.
 - Replaced and lowered bathroom counters.
 - Purchased and install AODA bathroom mirrors.
 - Replaced main entrance door with a wider door and smaller frame so the opening becomes 36".
 - Converted two parking spaces into one accessible parking space located within close proximity to the paved path leading to the Lions Club Pavilion and pool building.
2. Other
 - Additional accessible play structures and accessible pathways installed in various parks.
 - Accessible spinning playground components and accessible pathways installed based on proximity to parking lot.
3. Sidewalks:
 - One crosswalk was installed in Winchester at Christie Lane and Main Street and another crosswalk was installed in Chesterville at Church Street and Main street. Tactile plates on the sidewalks were installed as part of these crosswalks.
 - Tactile plates were installed at various locations around the Winchester Public School.



KEY INFORMATION

Recreation & Culture

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

Subject: 2023 Lifeguard Incentive

As noted in the report that was presented to Council during the December 20th, 2022 Council meeting, the Recreation & Culture Dept. is currently exploring ways to attract qualified applicants to work at our municipal pools. One of the considerations is to increase pool staff wages. The following is a current, full comparison of pool staff wages, which includes North Dundas, our municipal neighbours, and the City of Cornwall (year-round employment).

Positions:	North Dundas	South Stormont	North Stormont	South Dundas (beach)	City of Cornwall	North Grenville
Supervisor/Coordinator	Term 1 = \$18.93 Term 2 = \$19.31 Term 3 = \$19.69	\$17.74	\$20	\$30 contract employee	\$20 (16 weeks employment)	\$17.07
Head Lifeguard/Swim Instructor	Term 1 = \$17.88 Term 2 = \$18.23 Term 3 = \$18.60	-	-	-	\$20 (9 weeks employment)	\$16.57
Lifeguard/Swim Instructor	Term 1 = \$16.83 Term 2 = \$17.16 Term 3 = \$17.51	High School = \$16.12 Post-Secondary = \$17.18	\$15-18 depending on experience	\$17	Term 1 = \$17 Term 2 = \$18 Term 3 = \$19	\$16.16

The following key information is provided for Council consideration:

Pool Coordinator Position:

- North Dundas has two outdoor, seasonal municipal pools, while South Stormont, North Stormont and North Grenville each have one.
- South Dundas has no pools and they contract out Pool Coordinator services for their beaches.
- Although the City of Cornwall has multiple outdoor pools throughout the city, in

addition to the Cornwall Aquatic Complex, the City of Cornwall's Pool Coordinators are each only responsible for the operation of only one pool location. The Aquatic Complex also has a full-time *Supervisor of Aquatic Complex and Programming*, who supervises the Pool Coordinators.

- Each municipal pool has an annual swim meet. Traditionally, this has meant that the North Dundas Pool Coordinator is responsible for two meets in comparison to other area Pool Coordinator positions, that are only responsible for one. Meets involve invitations and advertising, coordination of participants, judges, time keepers, lifeguards, etc.; set-up, take down, canteen items and volunteers, ribbons, etc. It is a complex and time-consuming responsibility for each meet.
- In previous years, each of our North Dundas pools would staff one Primary Head Lifeguard, one Secondary Head Lifeguard/Lifeguard/Swim Instructor, and approximately five Lifeguards/Swim Instructors, plus spares; for a total staff of approximately nine people per pool or 18 pool staff collectively that the Pool Coordinator was responsible for scheduling, supervising, training, and evaluating.
- The North Dundas Pool Coordinator is hired in March and leads the pool staff interviewing process. He/she commences their full-time summer employment following the Victoria Day long weekend in order to prepare the two pools & pool houses for opening and to organize staff training sessions.

Recommended Changes for 2023:

- The Chesterville Head Lifeguard will take the lead on supervising, scheduling, training and evaluating approximately 8 staff; as well as overseeing pool maintenance and operations, assisting with the Chesterville Swim Meet, managing public relations related to that pool, etc. The Pool Coordinator will act as supervisor to the Head Lifeguard in Chesterville and will also directly oversee the staffing and operations of the Winchester Centennial Pool. The Pool Coordinator's base station will be in Winchester and their title will change from "Pool Coordinator" to "Pool Coordinator/Winchester Head Lifeguard". This organizational change will decrease the number of direct reports from 18 to a more manageable amount of 10.
- The Special Events Coordinator will take lead on the planning and organization of the swim meets and will assist each Head Lifeguard with the execution of their respective swim meet.
- The Recreation & Culture Dept. Administrative Assistant and the Special Events Coordinator will both provide administrative support to the pools, in order to allow the Pool Coordinator/Head Lifeguard and the Head Lifeguard to be present at the pools.
- In the absence of the Pool Coordinator/Head Lifeguard or Head Lifeguard, a Lifeguard/Swim Instructor will be compensated as a Jr. Head Lifeguard

Other:

- It is important that the Chesterville Head Lifeguard wage be higher than any term of the Lifeguard/Swim Instructor position.
- The progression through the terms for the Pool Coordinator/Head Lifeguard and Head Lifeguard positions are based on a 3% increase.
- The recommendation for the Lifeguard/Swim Instructor wage is based on City of Cornwall's wage structure as it is currently the most attractive compensation range.
- The Jr. Head Lifeguard will be compensated \$1 more/hr. on top of their hourly rate.

As a result of the wage analysis and additional information provided, and the desire to make our North Dundas pool employment opportunities more competitive/attractive, the following wages are recommended for 2023:

	Term 1	Term 2	Term 3
Pool Coordinator/Winchester Head Lifeguard	\$23.00	\$23.69	\$24.40
Chesterville Head Lifeguard	\$20.50	\$21.12	\$21.75
*Lifeguard/Swim Instructor	\$17.00	\$18.00	\$19.00

*\$1.00 more per hour when acting as Jr. Head Lifeguard

Based on Council's direction, the 2023 draft budget will be updated accordingly.



MONTHLY ACTIVITY SUMMARY

Chief Administrative Officer

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

Subject: MAS - CAO - January 2023

- Prepared and submitted request for delegations with the Minister of Infrastructure and the Minister of Environment, Conservation and Parks at the ROMA Conference
- Attended ROMA Conference in Toronto January 22-24
 - o Participated in delegation to the Minister of Environment, Conservation and Parks regarding timelines for EA review and approval for the Boyne Road Landfill and the upcoming drinking water well. This resulted in the elimination of the preliminary review period by the MECP that was required prior to posting the EA on the EBR (Environmental Bill of Rights) for public review and comment. This eliminates 1 to 3 months in the review process.
 - o Participated in delegation to the Parliamentary Assistant to the Minister of Infrastructure regarding the need for funding for drinking water and sanitary sewer infrastructure projects. These projects are required for construction of homes in Chesterville and Winchester and continued growth in those areas.
- Ongoing project meetings regarding the Organizational and Compensation review
- Attended OCWA Standard of Care training that was held in South Dundas. This was a great session that I recommend for all Council members to help them understand their responsibilities with respect to drinking water and their potential liability. OCWA anticipates hosting a virtual session this spring.
- Participation on the hiring committee for the one-year contract position of Acting Patrol Supervisor. Preparation of letter of offer.
- Attended meeting with North and South Dundas representatives at the Dundas County Archive.
- Meetings with new Fire Liaison, Chief Sherrer, regarding responsibilities of the position and current issues
- Transfer of current water and sewer files to the new Director of Environmental Services
- Continued to work on the 2023 draft budget



MONTHLY ACTIVITY SUMMARY

Corporate Services/Clerk

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

Subject: MAS – CLERK – January 2023

- Site visit and meeting at North Dundas Archives
- Attended SDG Clerk's meeting
- Process new FOI requests
- Interactions with legal counsel on insurance litigations and legal opinion on election issue
- Interaction with Insurance Brokers and Adjusters re: equipment theft and insurance renewals
- Attended Fleet review meeting with Intact Insurance Risk Manager
- Attended webinar on Election Compliance Audit Committee
- Continue implementation of records management system
- Included a summer student position for assistance with Records Management in Summer Student grant request. Position is currently advertised on our website



MONTHLY ACTIVITY SUMMARY

Economic Development & Communications

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

Subject: MAS – EDC – January 2023

Economic Development

- Attended the North Dundas Chamber Chat meeting, which featured O'Farrell Financial speaking about Chamber member benefit plans.
- Had discussions with local businesses about current operations and supporting programs, namely: Krown Rust Control, Titan Building Products, Make Up 2 Go, Watters Financial, JWSD Evolution, Delta Power Equipment and Chris Power Photography.
- Held two Local Business Expo planning meetings with Township staff and Chamber members to discuss recent Council meeting resolutions and workload sharing.
- The Regional Incentives Program has been promoted and is now accepting applications. The closing date for this first intake of 2023 is February 24th at 12:00pm.
- The updated Community Improvement Plan has now been through the appeal period successfully and is actively accepting applications.

Communications

- Engaged UpanUp to begin the project to make PDF's on the Township website searchable by content.
- Engaged UpanUp to begin the project to create an online Community Engagement Platform to communicate Township projects and solicit feedback.
- Participated in a conference call with representatives from Recycle Coach and neighboring municipalities to discuss branding opportunities for the service.
- Began the preparations for the February Newsletter that is mailed out with the property tax bills.
- The 2023 Explore North Dundas publication's request for proposals for the printing,

graphic design, article creation and photography closed on January 13th. The content for the publication has been determined and the selected companies have been engaged, as per the report now before Council.



MONTHLY ACTIVITY SUMMARY

Finance

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

Subject: MAS – FINANCE – January 2023

Bank Balances	Current - Jan 27, 2023	Last Month Dec 31, 2022	Previous Year Jan 27, 2022
General Operating Fund	\$ 8,173,148.01	\$ 9,776,260.31	\$ 10,525,020.31
Cash, GICs (Reserve Fund)	\$ 7,391,377.20	\$ 7,382,606.00	\$ 6,279,814.14
Totals	\$ 15,564,525.21	\$ 17,158,866.31	\$ 16,804,834.45

The cash balances are down approximately \$1.59M from the previous month and 1.24M from the previous year.

Taxes Receivable	Current - Jan 27, 2023	One Year - Jan 27 2022	Two Years - Jan 31 2021
Current Year	\$ (160,533.14)	\$ (173,304.91)	\$ (144,273.51)
One Year in Arrears	1,000,301.03	840,389.48	1,024,730.76
Two Years in Arrears	382,668.56	369,616.87	429,622.40
Three Years in Arrears	568,209.89	569,766.63	542,686.50
Penalties and Interest	245,847.23	199,713.80	211,515.77
Sub-total	\$ 2,036,493.57	\$ 1,806,181.87	\$ 2,064,281.92
Allowance for Uncollectible	(69,524.41)	(69,524.41)	(69,524.41)
Taxes Receivable	\$ 1,966,969.16	\$ 1,736,657.46	\$ 1,994,757.51
Taxes Billed to Date	\$ 22,346,605.36	\$ 20,653,930.59	\$ 20,927,105.12
Percentage Outstanding over Levy	8.8%	8.4%	9.5%

In 2022, we had a substantial supplemental billing in August, with due dates of November and January. This accounts for a large part of the reason why outstanding taxes this year as well as the associated overall taxation revenue, are higher as compared to the 2022 year.

Taxes receivable also include other charges that have been added to the tax roll for collection purposes, including tile drainage loans, unpaid water and sewer charges, unpaid property standards cost etc.

ACTIVITIES:

- Department heads and staff are working diligently on the 2023 budget.
- The year-end audit is scheduled for mid-April 2023.
- Reminder notices were forwarded to property owners in December whose tax accounts were in arrears. Notices for accounts that are 2 or more years in arrears received an additional letter regarding the potential registration of the property for tax arrears. Owners are encouraged to contact the Tax Collector to make arrangements.
- Calculation of payments and notices to property owners (approximately 800) who are enrolled in our pre-authorized payment plan (PAP) for property taxes were processed.
- Interim billing is being prepped with a due date for March 31, 2023.
- The Drainage Superintendent grant for 2022 was completed and submitted.
- Timesheets are in the process of being moved onto Vadim Software instead of using individual Excel spreadsheets. Implementation for salaried office staff will occur in February, followed by the remaining staff afterward. This should help streamline timesheet processing into a much more efficient process.
- Year-end reporting for OMERs is progressing.
- Due to recent staffing matters within the organization, mandatory reporting requirements are being met but a backlog is forming on various routine activities. Finance staff is doing its best to catch up on these tasks.



MONTHLY ACTIVITY SUMMARY

Fire

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

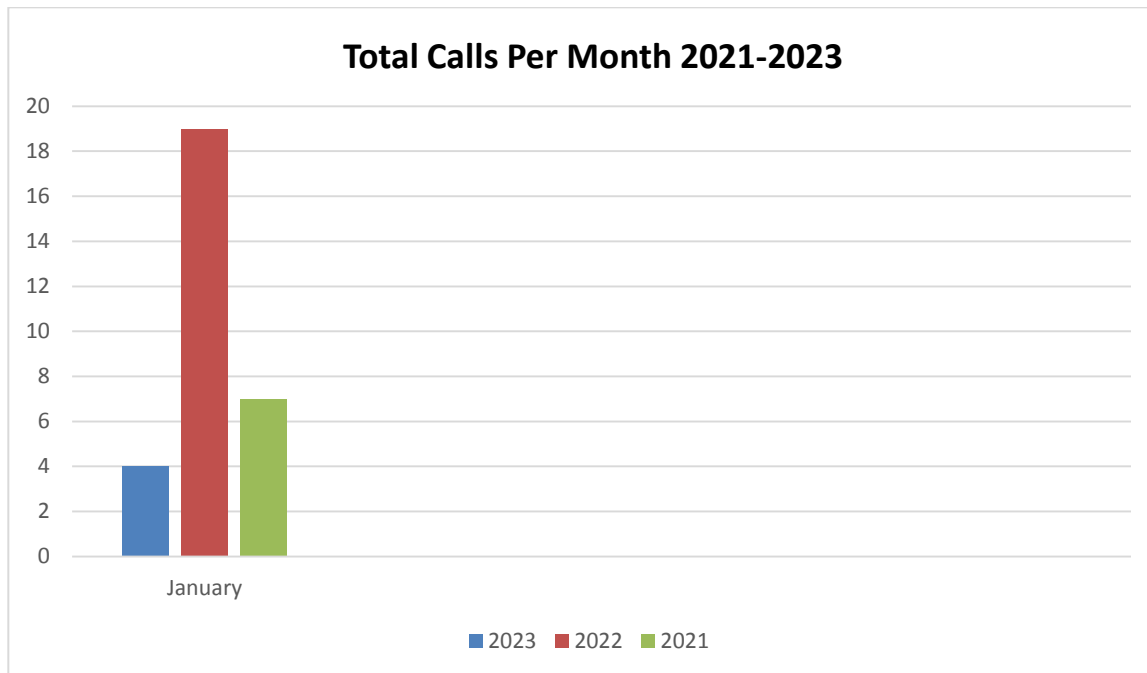
Subject: MAS - FIRE - January 2023

Glossary of Terms

Fire calls	Are counted as working fires that affect structures of value
Outdoor calls	Are grass/brush fires or any other fires of non-value
Other calls	Are mutual aid (assisting other township), automatic aid (assisting departments within out township), and assisting other agencies such as Police, MOL, TSSA, MOE, etc.
Public hazard	Include CO alarms, gas leaks, hydro, false alarms, etc.
Rescue calls	Consist of vehicle fires and collisions, confined space rescue, and all other types of rescues
Medical calls	Are either to assist the ambulance or first response

Monthly Call Statistics for 2023

Type of Calls	Jan
Fire calls	2
Outdoor	1
Other	0
Public Hazards	0
Rescue	0
Medical	1
Total	4



NORTH DUNDAS FIRE PREVENTION ACTIVITY REPORT – JANUARY 2023

INSPECTIONS	
24 Jan	Follow up inspection at 23 Moffat St, Morewood

PUBLIC SAFETY AWARENESS	
All PSA's are submitted to Township Communications Dept for distribution on social media	
27 Dec	Post winter storm clean up
5 Jan	OFM stats on fire related deaths in Ontario
10 Jan	Winter fire safety – portable space heaters
17 Jan	Winter fire safety – put a freeze on winter fires
24 Jan	Be Alarmed – Smoke Alarm/CO Detector
31 Jan	Battery disposal safety

Note: Dates listed above include activities conducted in December but were not able to be reflected in that month's activity report due to report submission deadlines.



MONTHLY ACTIVITY SUMMARY

Planning, Building & By-law Services

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

Subject: MAS - PBBS - January 2023

PLANNING:

- Received one new severance application, performed site visits and provided comments to the Counties.
- Prepared and issued two (2) zoning compliance reports.
- Attended a meeting with Naomi House.
- Advertised Junior Planning position with a deadline of January 30, 2023.
- Attended NDSO Coordination Meeting.
- Attended a Planning Group meeting to discuss Bill 23 and new South Nation Conservation.
- Preparing an updated Site Plan Control Bylaw (Bill 23).

BUILDING:

- CBO attended the GTC meeting.
- CBO met with various residents to discuss outstanding building compliance issues and guiding them through the permit application process.
- 62 inspections performed this month.

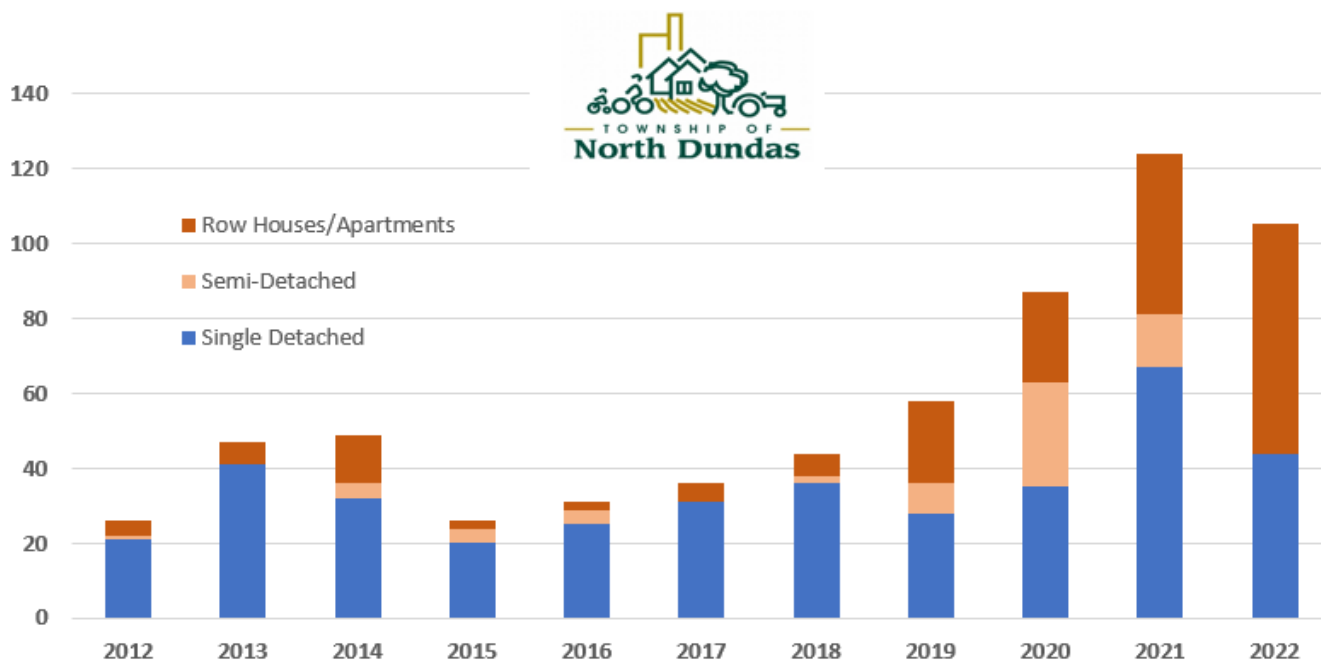
Building Department	January 2023	November 2022	November 2021	November 2020	November 2019	November 2018
Permits Issued:	4	5	5	4	4	4
New Dwellings	3	2	1	2	2	0
Value of Permits:	\$1,360.00	\$682,500	\$877,000	\$1,301,900	\$660,194	\$177,500
Building Permit Fees:	\$7,973	\$2,230	\$3,414	\$3,984	\$4,251	\$1,210
Development Charges:	\$19,735	\$5,661	\$5,085	\$9,926	\$9,928	\$406

Errors were found in last month's year end reporting. The corrected numbers are as follows:

CORRECTED YEAR END SUMMARY*

Building Department	2022	2021*	2020	2019	2018	2017
Permits Issued:	208	302	209	171	170	147
New Dwellings	105	124	81	45	40	39
Value of Permits:	\$36,803,824	\$62,774,935	\$29,794,829	\$25,036,902	\$23,928,509	\$17,241,644
Building Permit Fees:	\$195,255	\$248,841	\$160,639	\$147,515	\$101,556	\$110,731
Development Charges:	\$631,972*	\$509,790	\$353,754	\$194,115	\$145,056	\$144,029

* - corrected numbers



North Dundas New Housing Starts

BY-LAW ENFORCEMENT/CEMC:

- **Parking: 33** Penalty Notices issued on vehicles for parking infractions. Overnight parking has been completed 3 times in the month.
- Complaints: **12** complaints were received this month.
2 Parking Issues / **1** Open Air Burn / **3** Property Standards / **4** Dog issues / **2** Other.
- **2** Ongoing Property Standards issue for buildings that have been neglected and Orders to repair have been issued to address safety and structural concerns. The time frame for action by the owners is coming due next month.
- **1** Property Standard issue had additional concerns added from a recent fire and a new complaint from an additional resident.
- Dogs: Currently **469** tags have been issued in this 2-year cycle.
- Burn Permits: Currently, **99** permits have been issued in 2023. Permit cost for Agriculture fires has increased to \$75. Brush Permits remain \$15
- Yearly Emergency Management compliance report submitted, still awaiting final approval from the province.
- Attended the Eastern Ontario By-law group meeting. Have set up training days in February. Currently discussing dog tagging to see what other municipalities are doing.
- Attended a Municipal Fire Protection online training course.



MONTHLY ACTIVITY SUMMARY

Transportation

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

Subject: MAS – Transportation Services – January 2023

TRANSPORTATION

1. Completed 3 km's of Municipal Drain Maintenance.
2. Cold mix patching on River Rd. (4.0 tonnes), Guy Rd. (3.0 tonnes).
3. Sold #3205 snow plow truck as surplus.
4. Cayer Road bridge replacement completed for the winter season and Cayer Rd. re-opened.
5. Final inspection on 2022 new asphalt roads.
6. Continuing winter snow operations.
7. Hired 1 Year Contract position - Patrol Supervisor

FLEET MANAGEMENT

1. 3244 – new plow unit – set up and installation of one-way plow and wing – installation of Township decals and unit # - application of Krown rustproofing – calibration of spreader – licensing - installation of automatic greaser – unit is now in service.
2. 7763 – replacement of fuel tank following vandalism at Winchester Arena on Jan 1.
3. 7765 – installation of momentary switch in starter circuit to help prevent further incidence of theft following the recovery of the unit on Jan 10.
4. 7755 – inspection of damage and ordering of parts on Jan 23 following the second incidence of fuel tank damage due to vandalism. This is the second time this unit has been vandalized in six months.
5. Facility Inspection.
6. Repairs and maintenance of 45 units.



MONTHLY ACTIVITY SUMMARY

Recreation & Culture

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

Subject: MAS – RC – January 2023

- Submitted our annual Canada Summer Jobs grant application for summer students (30)
 - Public Works
 - Engineering Student (1)
 - Maintenance Parks Labourers (2)
 - Administration
 - Municipal Services Assistant (1)
 - Recreation & Culture Dept.
 - Pool Coordinator (1)
 - Head Lifeguards/Swim Instructors (2)
 - Lifeguard/Swim Instructors (13)
 - Maintenance Parks Labourers (10)
 - Special Events Coordinator (1)

This grant can cover up to 50% of minimum wage up to 280 hours per student. In 2022 the Township of North Dundas was successful in receiving \$48,300.00 in funding from Canada Summer Jobs.

- Winter 2023 Recreation programs have all started. We had 113 people register in our recreation programs. 76% of them registered online, the other 24% registered over the phone or at the Township of North Dundas office.
- Obtained budgetary pricing for permeable fencing, high visibility lighting, and a security system for the MTO yard. Budgetary pricing will be included in the 2023 draft budget for Council review and consideration.
- Municipal-run March Break programming is currently being organized by our Recreation Coordinator. We are also seeking information from the SDG County library branches, our recreation associations, and South Nation Conservation Authority so that we can promote a listing of local opportunities.
- The new crew cab truck arrived on Friday, January 27th and will be in service after inspection by our municipal mechanics.
- Applied to the Hydro One Community Investment grant for AODA play components and associated ground prep for the Chesterville Community Park. The total project cost is anticipated to be \$25,008.68. The grant awards up to

\$25,000 to each successful applicant, so we have requested the maximum amount for our project.

- Summer employment opportunities were posted on January 11th with a closing date of March 3rd. The listing was posted on our Facebook page and website, and was sent to Job Zone d'emploi, Algonquin College, University of Ottawa, and six high schools within North Dundas & the surrounding municipalities.
- Our 2004 John Deere Mower was tendered on our website with a minimum bid of \$500.00. Two bids were submitted with the successful bidder offering \$650.00.



MONTHLY ACTIVITY SUMMARY

Environmental Services

To: Mayor and Members of Council

Date of Meeting: February 7, 2023

Subject: MAS-Environmental Services – January 2023

Waste Management

Financial Information:

In January 2023, the following fees were generated:

January	
Total Fees	\$ 6,210.00
On Charge Account	\$ 1,310.00
Fees Paid	\$ 4,900.00

In January of 2023, the following was collected for garbage (cubic yards):

Wards	JANUARY
1. (Twp of Win)	720
2. (Twp of Mtn)	480
3. (Vill of Win)	720
4. (Vill of Ches)	320
5. Other (Boyne)	308
Total Cubic Yards	2,548

This represents 231 metric tonnes in January 2023.

From January 1 to January 15, 2023 the following was processed at the Waste Management Facility in Brockville:

Recyclables – January 1 to January 15, 2023

Material	Metric Tonnes
Fibre	24.01
Plastic/Cans/Glass	15.10

Recyclables - Year to Date Tonnages:

Material	Metric Tonnes
Fibre	24.01
Plastic/Cans/Glass	15.10

Total: 39.11

Work Completed:

- Landfill was open on January 14th with a total of six (6) paying customers and five (5) nonpaying customers. This was down from December which had nine (9) paying and seven (7) non-paying customers.
- So far for the month of January, we have picked up a total of twenty-eight Christmas trees from the designated tree drop-off depots.
- On January 20, we had a garbage truck slide off the road into the ditch at the dead end of Pepperville Road due to slippery road conditions. Minor damage to the truck but no employees were hurt. The truck has been repaired and is back to servicing the Township. There were no service impacts.

Water, Wastewater, and Stormwater

<u>Project</u>	<u>Description</u>	<u>Status</u>	<u>Comments</u>
North Dundas Water Supply EA	EA for the determination of short-, mid-, and long-term options for water supply to the Township of North Dundas	To be submitted for 30 day public review mid-February	No ministry pre-consultation is required, the application will move to 30 day public review immediately.
North Dundas Well	Additional Groundwater Well (Short term option identified in EA)	Currently waiting on pricing for design and geotechnical work to be completed for the site on Lafleur Road- JLR and WSP Currently determining options for land purchase for new well site	Detailed cost submission for design of the new well will be submitted for review by Council prior to award. Work is underway with landowner to determine options for property purchase.
Water Main Loop	The addition of a secondary water main to loop water to increase pressure for fire suppression and system redundancy.	Land easements required for the water main to be constructed on have been determined, surveyed, and registered, see CAO's report.	Once land agreement is completed, JLR and Stantec (Wellings) will determine an appropriate connection location and detailed design will begin.
Pumping Station and Forcemain Upgrades	The upgrade of Main Street Pumping Station and Forcemain to provide outlet for future development on the West side of the Community	Contract has been signed Issued for Construction Drawings are undergoing final review for construction. JLR to complete project administration- approved in previous report in 2021.	Contractor, Engineer, and Township will have pre-construction meeting early february.

Lagoon Upgrades	Design of a specialized treatment onsite and operational upgrades within the lagoon to accommodate near term growth	70% Design Complete, review currently underway.	FCM GMF funding pre-application completed to request \$10,000,000 with a requirement of \$2,500,000 required from the Township (see request for support report)
Chesterville Treatment and Reservoir Upgrades	Upgrades to Chesterville Water System	JLR Currently reviewing Geotechnical review for reservoir to address concerns related to stable soils.	N/A

Stormwater

<u>Project</u>	<u>Description</u>	<u>Status</u>	<u>Comments</u>
Significant Drinking Water Threat Assessment for Proposed Alterations	A requirement under the new Consolidated Linear Infrastructure Environmental Approval- by July 31 st 2023 the Township must prepare a significant drinking water threat assessment report for proposed alterations to any stormwater facilities	Currently developing a tender/ request for proposal to issue to have this completed	N/A
Operations and maintenance manual for all Stormwater Facilities	A requirement under the new Consolidated Linear Infrastructure Environmental Approval- the Township shall complete by July 31 st 2023 an operations and maintenance manual for all Stormwater Facilities	Currently reviewing existing records for all acquired Stormwater systems prior to beginning to develop reports.	N/A
Stormwater Signage	A requirement under the new Consolidated Linear Infrastructure Environmental Approval- the Township	Currently reviewing existing records for all acquired Stormwater systems prior to	N/A

	shall complete by July 31 st 2025 an operations and maintenance manual for all Stormwater Facilities	developing signage.	
Stormwater Monitoring Plan	A requirement under the new Consolidated Linear Infrastructure Environmental Approval- the Township shall complete by July 31 st 2024 a Monitoring Plan for all Stormwater Facilities	Currently reviewing existing records for all acquired Stormwater systems prior to beginning to develop monitoring plans.	N/A
Annual Performance Report	A requirement under the new Consolidated Linear Infrastructure Environmental Approval- the Township shall complete by April 30 th of each year beginning in 2024 an annual performance report for the previous year	Beginning to collect relevant data for the annual report required for the performance reporting to be submitted in 2024 for 2023.	N/A
Storm Sewer Catchment Asset Inventory	A requirement under the new Consolidated Linear Infrastructure Environmental Approval- by July 31 st 2025- the Township must completed a minimum classification of the level of stormwater management within the Township.	Currently reviewing existing records for all acquired Stormwater systems prior to beginning to classifying the systems.	N/A



PO Box 1065, Winchester On, K0C 2K0

www.dcplayers.ca

January 27, 2023

To: North Dundas Township Council
Attn: Mayor Tony Fraser

From: Vice President, Dundas County Players Theatre Society (DCP)

Subject: Activities and Contributions Update 2020, 2021, 2022

The following is an update to Council of the activities and contributions of the DCP as the “Resident Theatre Troupe”. The report covers seasons 2020, 2021, and 2022, listing revenues as we continue partnering with the Township.

Since our inception in the spring of 1996, DCP has endeavoured to foster quality amateur theatre in the Township. DCP is committed to two major productions per year (spring and fall shows). As time, money, and energy permit, DCP may also produce extra shows during the season such as youth theatre, workshops, cabarets, one act plays or an extra full-length production.

The 2020 and 2021 seasons:

- 2020 the “***Black Albatros***” was produced at Canamore Orchard
- 2021 “***An Evening of Fairy Tales***” was produced at the Old Town Hall Theatre
- The DCP payments were \$2,000.00 each year to the Township even though there were no requests from the Township.

Our 2022 season consisted of “***On Golden Pond***” in the spring, “***The Waffle King***” in the summer, and “***Dr. Cook’s Garden***” in the fall.

- These 3 productions brought approximately 1500 patrons into the Old Town Hall.
- We donated \$200 to the Food Share group.

- Our remittances to the Township totaled over \$4,300.00 for the year.
- These productions also bring added dollars to local businesses. Restaurants benefited from these shows, as well as local advertising (\$2,000.00 +), and hardware businesses, (\$2,000.00 +) for set materials.
- In partnership with the Township, the DCP contributed \$12,000.00 in 2022, toward the purchase and installation of the new HVAC system in the Theatre. This system was badly needed and it has been a great improvement.

Our **2023** season will consist of :

Spring Production **“Ken Ludwig’s Sherwood: The Adventures of Robin Hood”** This is a classic story of courage and is based on the English ballads of the 14th and 15th centuries.

Fall Production **“The Birds”**

This play is a stage adaptation from the Daphne Du Maurier short story from which the Alfred Hitchcock movie of the same name was based.

Please come and see our performances. If you have not already done so, you are in for a treat. We are very proud of our productions and are continually impressed by the quality of the talent in our area. We make every effort to encourage young and adult performers to grow with us.

Dundas County Players thanks Council for their cooperation and look forward to continued support. The building inside and out is a credit to the community and all efforts towards improvements have not gone unnoticed by our patrons.

Our Executive for 2023:

President – Lynn Jolicoeur
 Vice-President – Dave Tettmar
 2nd Vice-President – Gabriele Thomas
 Patron and Sponsor Coordinator – Harmony Koiter
 Secretary – Doree Hickey
 Treasurer – Maggie Badior
 Executives at Large – Moira Law and Suzanne Millaire
 Past President – Mat Kelly
 Social Media Coordinator – Shannon Murdock

Respectfully,

Elizabeth Barton
 Vice President, 2022

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BYLAW No. 2023-13

Being a Bylaw of the Corporation of the Township of North Dundas to adopt, confirm and ratify matters dealt with by resolution.

WHEREAS the *Municipal Act, 2001*, as amended, provides that the powers of the Corporation of the Township of North Dundas, shall be exercised by Bylaw.

AND WHEREAS in many cases, action which is taken or authorized to be taken by the Township of North Dundas does not lend itself to the passage of an individual Bylaw;

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

- 1.0** That the Minutes of the Regular Meeting of the Council of the Township of North Dundas, held on January 18, 2023, be hereby adopted.
- 2.0** That the actions of the Township of North Dundas at the Regular Meeting held on February 7, 2023 in respect of each motion, resolution and other action taken by the Township of North Dundas at its meeting are, except where the prior approval of the Ontario Land Tribunal or other authority is required by law, hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this Bylaw.
- 3.0** That where no individual Bylaw has been or is passed with respect to the taking of any action authorized in or by the above-mentioned minutes or with respect to the exercise of any powers by the Township of North Dundas in the above-mentioned minutes, then this By-law shall be deemed for all purposes to be the By-law required for approving and authorizing and taking of any action authorized therein and thereby or required for the exercise of any powers therein by the Township of North Dundas.
- 4.0** That the Mayor and Members of Council of the Township of North Dundas are hereby authorized and directed to do all things necessary to give effect to the said action of the Township of North Dundas to obtain approvals where required and except as otherwise provided, the Mayor, or in the absence of the Mayor the alternate Head of Council, and the Municipal Clerk, or in the absence of the Municipal Clerk, the Deputy Clerk, are hereby directed to execute all documents necessary on behalf of the Township of North Dundas.

READ and passed in Open Council, signed and sealed this 7th day of February, 2023.

MAYOR

CLERK