

AGENDA
Township of North Dundas
636 St. Lawrence Street Winchester ON Tuesday,
January 19, 2021 7:00 PM

Due to the State of Emergency declared in Ontario, the public is not allowed to attend. This meeting will be streamed live on the Township's Facebook page.

Page

1. Call Meeting to Order by Resolution

2. Adoption of Agenda

a) Additions, Deletions or Amendments

All matters listed under Consent Agenda, are considered to be routine and will be enacted by one motion. Should a Council member wish an alternative action from the proposed recommendation, the Council member shall request that this matter be moved to the appropriate section at this time.

3. Disclosure of Pecuniary Interest and General Nature Thereof

4. Adoption of Minutes

a) [Regular Meeting December 8, 2020](#)

4 - 12

b) [Special Meeting December 15, 2020](#)

13 - 18

5. Delegations

a) 8:00 pm Dr. Paul Roumeliotis
Medical Officer of Health
Eastern Ontario Health Unit

6. Closed Session

7. Open Session

8. Action Requests

a) **Finance**

i. [Asset Management Coordinator](#)

19

b) **Economic Development and Communications**

c) Public Works	
i. Water & Sewer Allocation - Madison Mulder Enterprises	20 - 22
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d) Waste Management	
e) Planning Building and Enforcement	
f) Recreation and Culture	
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h) CAO	
i) Clerk	
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14.	Motions and Notices of Motions	
15.	Petitions	
16.	Council Comments and Concerns	
17.	Unfinished Business	
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THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS
MINUTES
DECEMBER 8, 2020

A meeting of the Council of the Corporation of the Township of North Dundas was held in Council Chambers in Winchester Village on December 8, 2020 with Mayor Fraser in the Chair. Attendance was recorded at the entrance in accordance with COVID-19 recording procedures.

ROLL CALL: Mayor: Tony Fraser
Deputy Mayor: Allan Armstrong
Councillors: Gary Annable, Tyler Hoy, John Thompson
CAO: Angela Rutley
Treasurer: John Gareau
Director of Waste Management: Doug Froats
Director of Planning, Building & Enforcement: Calvin
Pol Director of Recreation and Culture: Meaghan
Meerburg Fire Department Liaison: Mike Gruich
Clerk: Jo-Anne McCaslin
Deputy Treasurer: Johanna Barkley

Mayor Fraser presented the 1st Annual Township of North Dundas Staff Recognition Awards to Laurie Gibson and Mike Sharkey. Laurie received an award for Customer Service Excellence and Mike received the Innovation, Sustainability and Leadership award.

1. Call Meeting to Order by Resolution
Resolution No. 01

Moved by Deputy Mayor Armstrong
Seconded by Councillor Thompson

THAT the meeting of the Council of the Corporation of the Township of North Dundas be hereby called to order at 7:07 pm.

CARRIED

2. Adoption of Agenda
Resolution No. 02

Moved by Councillor Hoy
Seconded by Councillor Annable

THAT Council approve the agenda as amended. Addition to Action Requests 8 f (ii) Recreation & Culture: Dundas Agricultural Community Group Agreement.

CARRIED

3. Disclosure of Pecuniary Interest and General Nature Thereof – NIL

4. Adoption of Minutes

a) Regular Meeting - November 17, 2020

Resolution No. 03

Moved by Deputy Mayor Armstrong

Seconded by Councillor Thompson

THAT the minutes of the Regular Meeting, including the In Camera minutes, of the Council of the Township of North Dundas, held November 17th, 2020 be adopted as presented.

CARRIED

5. Delegations – NIL

6. Closed Session

Resolution No. 04

Moved by Councillor Annable

Seconded by Councillor Hoy

THAT Council proceed in Camera at 7:08 pm pursuant to Section 239 (2) of The Municipal Act S.O. 2001

(b) personal matters about an identifiable individual, including municipal or local board employees Specifically Staff.

CARRIED

7. Open Session

Resolution No. 05

Moved by Councillor Hoy

Seconded by Councillor Annable

THAT Council move to Open Session at 7:25 pm.

CARRIED

Resolution No. 06

Moved by Deputy Mayor Armstrong

Seconded by Councillor Thompson

THAT Council agree to create the position of "Asset Management Coordinator" within the Finance Department on a full-time basis commencing January 1, 2021. (Rate of pay Grade 5). The position would be advertised internally, with a closing date of December 21st.

CARRIED

8. Action Requests

a) Finance - NIL

b) Economic Development and Communications - NIL

c) Public Works - NIL

d) Waste Management

i) Hiring of Dakota Boulanger

Resolution No. 07

Moved by Councillor Hoy

Seconded by Councillor Annable

THAT Council approve the recommendation of the Director of Waste Management and authorize the hiring of Dakota Boulanger as a part-time truck driver/labourer in the Waster Management Department as per the letter of offer dated October 13, 2020.

CARRIED

e) Planning Building and Enforcement

i) Accept a Zoning Bylaw Amendment Application

Resolution No. 08

Moved by Councillor Thompson

Seconded by Councillor Annable

THAT Council hereby accept a Zoning By-law Amendment application as complete from Lynette Klein Boonschate, and direct that the public meeting be held January 19, 2021 at 6:30 pm.

CARRIED

ii) Final Acceptance Sandy Row Subdivision Ian Drew Enterprises Limited

Resolution No. 09

Moved by Deputy Mayor Armstrong

Seconded by Councillor Thompson

WHEREAS Ian Drew Enterprises Limited of the Sandy Row Subdivision in South Mountain requested final approval and release of financial security;

AND WHEREAS on November 25, 2020, the Township Engineering Firm CIMA+ recommended Final Acceptance as defined in the Subdivision Agreement following a site visit and witnessing the placement of the final lift of asphalt, and a review of the as-constructed drawings;

AND WHEREAS Section 79(f) of the Subdivision Agreement authorizes the release of all financial securities held by the Township;

NOW THEREFORE BE IT RESOLVED THAT Council hereby grants Final Acceptance and authorizes the release of all financial securities (Letter of Credit for \$179,008.00) for the Sandy Row Subdivision (Ian Drew Enterprises Limited) in South Mountain.

CARRIED

iii) Reduction in Severance Fee Request - K. Allen

Resolution No. 10

Moved by Councillor Annable

Seconded by Councillor Hoy

THAT Council accept the request from Kevin Allen to reduce the total Township

Consent Review Fees paid from a total of \$2,000.00 to \$1,600.00, and that the Allens be reimbursed accordingly.

CARRIED

iv) AMPS Policies Conflict of Interest & Financial Management and Reporting

Resolution No. 11

Moved by Deputy Mayor Armstrong

Seconded by Councillor Thompson

THAT the Council of the Township of North Dundas adopt Policy #86-2020, being a Conflict of Interest Policy in relation to the administration of the Administrative Monetary Penalty System (AMPS) program;

AND THAT the Council of the Township of North Dundas adopt Policy #87-2020, being a Financial Management and Reporting Policy for the AMPS program which follows existing Township financial policies and procedures.

CARRIED

f) Recreation and Culture

i) Additional Labourers

Resolution No. 12

Moved by Councillor Annable

Seconded by Councillor Hoy

THAT Council approve the recommendation of the Director of Recreation & Culture and authorize the hiring of Connor Elliott as Rink Attendant for the 2020/2021 winter season and that Council approve the recommendation of the Director of Waste Management and authorize the hiring of Joshua Quizi as a Casual/Part-Time Labourer. (Pay in accordance with the 2020 Part-Time Wages – Hourly wage chart)

CARRIED

ii) Dundas Agricultural Community Group – Agreement

Resolution No. 13

Moved by Councillor Hoy

Seconded by Councillor Annable

THAT the Council of the Township of North Dundas authorize and approve the agreement dated January 1st, 2020, with the Dundas Agricultural Community Group, for non-exclusive use of the north west basement meeting room in the Nelson LaPrade Centre, located at 9 William Street in Chesterville.

CARRIED

g) Fire

i) Budget Amendment - Station 3 Equipment Dryer

Resolution No. 14

Moved by Deputy Mayor Armstrong

Seconded by Councillor Annable

THAT Council approve Budget Amendment 2020-20 for the purchase of two (2) equipment dryers for use at the Winchester Fire Hall at a cost of \$10,254.00.

CARRIED

h) CAO

i) Investing in Canada Funding COVID19 Stream

Resolution No. 15

Moved by Councillor Thompson

Seconded by Councillor Hoy

THAT Council confirms their awareness and support of The Township of North Dundas' submission of a grant application for \$100,000 under the Investing in Canada Infrastructure Program, COVID-19 Resilience Infrastructure Stream, Category #3 (Active Transportation Infrastructure), toward the cost of: playground infrastructure within parks including the Chesterville tennis courts, Chesterville ball diamond, an accessible pool lift and accessible swings and playground structures for various parks.

Council confirms their acknowledgement that the outcomes of the proposed project will ultimately benefit residents of the Township of North Dundas.

CARRIED

i) Clerk – NIL

9. Tenders and Quotations – NIL

10. By-laws

a) By-law No. 2019-43 AMPS

Resolution No. 16

Moved by Deputy Mayor Armstrong

Seconded by Councillor Annable

THAT By-law No. 2019-43, being a By-law to establish an Administrative Penalty System respecting the stopping, standing or parking of vehicles in the Township of North Dundas be read a second and third time, and passed in Open Council, signed and sealed this 8th Day of December, 2020.

CARRIED

b) By-law No. 2020-60 Part Lot Control Moderna

Resolution No. 17

Moved by Councillor Thompson

Seconded by Councillor Hoy

THAT By-law No. 2020-60, being a By-law to exempt certain lands from Part Lot Control, be read and passed in Open Council, signed and sealed this 8th day of December, 2020

CARRIED

c) Bylaw No. 2020-61 Purchase and Sale Agreement By-law Wylie Creek Estates Subdivision

Resolution No. 18

Moved by Deputy Mayor Armstrong

Seconded by Councillor Annable

THAT By-law No. 2020-61, being a By-law to authorize the Mayor and Clerk to

enter into a Subdivision Purchase and Sale Agreement between the Township of North Dundas and Ian Drew Enterprises Limited, be read and passed in Open Council, signed and sealed this 8th day of December, 2020.

CARRIED

- d) By-law No. 2020-62 Joint Dog Pound Agreement and Joint Canine Control Officer Agreement

Resolution No. 19

Moved by Councillor Thompson

Seconded by Councillor Hoy

THAT By-law No. 2020-62, being a By-law to amend By-law No. 2019-14 being an Animal Control Agreement with the Townships of North Stormont and South Stormont, the Municipality of South Dundas, and Kevin Casselman be read and passed in Open Council, signed and sealed this 8th day of December, 2020.

CARRIED

- e) By-law No. 2020-63 Screening and Hearings Officers

Resolution No. 20

Moved by Deputy Mayor Armstrong

Seconded by Councillor Annable

THAT By-law No. 2020-63, being a By-law to provide for a Screening Officer and Hearings Officer to adjudicate Reviews and Appeals of Administrative Penalties be read and passed in Open Council, signed and sealed this 8th day of December, 2020.

CARRIED

11. Key Information

PB&E Municipal Law Enforcement Complaint Policy – Direction Pol advised the goal of this policy is to formalize the procedures followed by municipal staff, ensure thorough prompt and courteous receipt, processing, investigation and resolution of by-law complaints. Further, the draft policy is being vetted by Township Solicitors and our Insurance provider prior to presentation to Council in the new year.

PB&E Tariff of Fees By-law 2018-21 – Director Pol advised staff are proposing to update planning application fees in accordance with inflation. Amendments to the tariff of fees by-law will be presented at the January 19th meeting.

R&C – Light Up North Dundas Holiday Tour – Director Meerburg advised the purpose of the tour aims to celebrate the holiday season in North Dundas by encouraging homes, businesses and organizations to create a display of lights and register as a participating location on the road map for residents to visit. Registered sites will be judged and prizes awarded.

Fire Driver Training Policy Amendment Update – Fire Department Liaison Gruich presented amendments to the Driver Certification Program - Training Policy 65-2016

for Council to review and explained revisions dealing with costs, years of service, number of firefighters per station and members who have previously taken the Driver Certification Program. Policy No. 65-2016 will take effect January 1, 2021.

Clerk Emergency Management Year-End Update to Council – Clerk McCaslin presented a year-end report on behalf of Emergency Planner, Kevin Spencer. The report highlighted activities of the Municipal Emergency Control Group and the Emergency Management Program Committee and provided details of the annual review of the North Dundas Emergency Program held on November 16. Compliance documents will be provided to the Province via the Emergency Management portal.

Finance Update on 2021 Budget – Treasurer Gareau presented a first draft of the 2021 Budget to Council. Department Heads provided comments on major respective departmental items for Council to consider. Mayor Fraser asked members of Council to direct questions pertaining to the information presented to Staff.

12 Consent Agenda

Resolution No. 21

Moved by Councillor Hoy

Seconded by Councillor Annable

THAT Council authorize payment of accounts as per the attached Council Reports dated:

November 01, 2020 to November 15, 2020 Batch 182 to 191 in the amount of \$290,213.97

November 16, 2020 to November 30, 2020 Batch 197 to 200 in the amount of \$390,425.92

Ontario Wildlife Damage Compensation Program – 004647

William Toll \$50.00

Ontario Wildlife Damage Compensation Program – 005098

Property Owner of 10261 County Rd 43 \$643.20.

William Toll \$50.00

AND that all other items under the Consent Agenda section of be approved as recommended.

CARRIED

13. Boards and Committees

Bill Smirle addressed Council to advise the 2021 SNCA Levy was passed, noting the North Dundas amount is \$95,241.00. This represents an increase of \$4,903.00 from the 2020 levy. Further, he noted that SNC staff are working through changes as proposed in Schedule 6 of Bill 229.

Resolution No 22

Moved by Councillor Thompson
Seconded by Deputy Mayor Armstrong

THAT Council acknowledges the presentation provided by SNC Representative, Bill Smirle and that the report be filed for information purposes.

CARRIED

Resolution No. 23

Moved by Councillor Annable
Seconded by Councillor Hoy

THAT Council receive and file the Dundas County Archives Report for 2020 as submitted by Archivist, Susan Peters this 8th day of December, 2020.

CARRIED

Resolution No. 24

Moved by Deputy Mayor Armstrong
Seconded by Councillor Thompson

THAT Council receive and file the Morewood Recreation Association Report (May to October, 2020) as submitted by Vice President, Katie Lesage, this 8th day of December, 2020.

CARRIED

14.Motions and Notices of Motions – NIL

15.Petitions – NIL

16.Council Comments and Concerns

Mayor Fraser congratulated all those involved with the Display of Lights event. He recognized the organizing committee, Hunter McCaig of Rideau Auctions, Fries for Charity and the Winchester Downtown Revitalization Committee. Special thanks was extended to all who entered a display for the community to enjoy.

17.Unfinished Business – NIL

18.Ratification By-law

Resolution No. 25

Moved by Councillor Hoy
Seconded by Councillor Annable

THAT By-law No. 2020-64 to adopt, confirm and ratify matters dealt with by resolution, be read and passed in Open Council, signed and sealed this 8th day of December, 2020.

CARRIED

19.Adjournment by Resolution

Resolution No. 26

Moved by Deputy Mayor Armstrong
Seconded by Councillor Thompson

THAT Council adjourn at 9:44 pm to the call of the chair.

CARRIED

MAYOR

CLERK

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

MINUTES

DECEMBER 15, 2020

A special meeting of the Council of the Corporation of the Township of North Dundas was held in Council Chambers in Winchester Village on December 15, 2020 with Mayor Fraser in the Chair. Attendance was recorded at the entrance in accordance with COVID-19 recording procedures.

ROLL CALL: Mayor: Tony Fraser
Deputy Mayor: Allan Armstrong
Councillors: Gary Annable, Tyler Hoy, John Thompson
CAO: Angela Rutley
Treasurer: John Gareau
Deputy Treasurer: Johanna Barkley
Director of Public Works: Khurram Tunio
Director of Planning, Building & Enforcement: Calvin Pol
Deputy Clerk: Jess Manley

1. Call Meeting to Order by Resolution

Resolution No. 01

Moved by Councillor Annable

Seconded by Councillor Hoy

THAT the meeting of the Council of the Corporation of the Township of North Dundas be hereby called to order at 7:00 pm.

CARRIED

2. Adoption of Agenda

Resolution No. 02

Moved by Deputy Mayor Armstrong

Seconded by Councillor Thompson

THAT Council approve the agenda as presented.

CARRIED

3. Disclosure of Pecuniary Interest and General Nature Thereof – NIL

4. Action Requests

a) Finance – NIL

b) Economic Development and Communications – NIL

c) Public Works

i) Road Needs Study - 2020

Eric St. Pierre of D.M. Wills Associates Limited provided a summary of the Road Needs Study performed this year. The report included various recommendations for repair, maintenance and replacement of roads, to be done immediately, and over the next 10 years.

Resolution No. 03

Moved by Deputy Mayor Armstrong

Seconded by Councillor Annable

THAT the Council of the Township of North Dundas receive the Draft Road Needs Study - 2020 prepared by D. M. Wills, as a guide for staff to develop a 10-year Road Improvements Plan for annual budgets and to explore opportunities for funding.

CARRIED

ii) Water Capacity EA Study & Update

Council was provided with maps indicating potential, future well locations and the lands involved. It was clarified that initiating negotiations with the owners of said lands would not be committing the Township to purchase any land, but to secure the option to do so should testing prove the location is a viable water source.

Resolution No. 04

Moved by Councillor Hoy

Seconded by Councillor Annable

THAT the Council of the Township of North Dundas receives the Water Capacity EA Study and Update report and direct staff to initiate negotiations with potential property owners for the purchase of land for a pumping test of one well and continue discussions with the Municipality of South Dundas for the supply of surface water.

CARRIED

iii) Water Capacity and Demand Analysis

Resolution No. 05

Moved by Councillor Annable

Seconded by Deputy Mayor Armstrong

THAT the Council of the Township of North Dundas receive the potential water allocation information as identified in Table 3 Water Allocation to Potential Developments of this report.

CARRIED

iv) Truck and Coach Technician Salary Grade

Resolution No. 06

Moved by Councillor Thompson

Seconded by Councillor Hoy

THAT the Council of the Township of North Dundas approve that the Truck and Coach Technician position's salary be increased from Grade 3 to Grade 4.
CARRIED

v) Hiring of Snow Plow Operators - Afternoon Shift

Resolution No. 07

Moved by Deputy Mayor Armstrong

Seconded by Councillor Annable

THAT the Council of the Township of North Dundas receives the recommendation of the Director of Public Works to hire the following (5) five seasonal snow plow operators / labourer for the 2020/2021 winter season: Richard Ventrella, Calvin Markell, Shane Lecuyer, Joseph Grozelle and Colin Giberson as per their letters of offer.

CARRIED

vi) Storm Internet Services Agreement

Resolution No. 08

Moved by Deputy Mayor Armstrong

Seconded by Councillor Annable

THAT the Council of the Township of North Dundas authorize and execute a 3-year license agreement dated this 15th day of December, 2020 with 4141903 Canada Incorporated, operating as Storm Internet Services, for the rental of antennas and equipment on the Winchester water tower.

CARRIED

vii) Service Line Warranties Agreement

Resolution No. 09

Moved by Councillor Hoy

Seconded by Councillor Thompson

THAT the Council of the Township of North Dundas authorize and execute a 3-year agreement dated the 15th day of December, 2020, with Service Line Warranties of Canada, Inc. ("SLWC"), to provide warranty for sewer and water line laterals between the mainlines and the connection on residential private property.

CARRIED

d) Waste Management – NIL

e) Planning Building and Enforcement

i) Use of Gypsy Lane - Road Allowance Agreement

Resolution No. 10

Moved by Councillor Thompson

Seconded by Deputy Mayor Armstrong

THAT Council hereby approves, in principle, the use of a portion of the west end of Gypsy Lane as a private access to PIN 66102-0445 (Roll# 0511-016-005-91200), pending further research and the entering into of an Unmaintained Road Allowance Use Agreement with the Township of North Dundas.
CARRIED

- ii) MTO - ARIS Agreement
Resolution No. 11

Moved by Councillor Hoy
Seconded by Councillor Thompson

THAT the Council of the Township of North Dundas authorize the Mayor and CAO to apply to enter into an Authorized Requester Information Services (ARIS) Agreement with the Ministry of Transportation Ontario (MTO) to permit access to ARIS with respect to administering the AMPS By-law.
CARRIED

- f) Recreation and Culture – NIL

- g) Fire – NIL

- h) CAO

- i) COVID-19 Pandemic Staff Accommodation Policy
Resolution No. 12

Moved by Deputy Mayor Armstrong
Seconded by Councillor Hoy

THAT Council approve policy #88-2020 a COVID-19 Staff Accommodation Policy effective January 2, 2021.
CARRIED

- i) Clerk – NIL

5. Tenders and Quotations – NIL

6. By-laws

- a) By-law No.14-2011 County Rd #3 Schedule “A” Amendment
Resolution No. 13

Moved by Deputy Mayor Armstrong
Seconded by Councillor Annable

THAT the Council of the Township of North Dundas authorize and direct that Schedule “A” of By-law 14-2011 be amended to include 2021 rates as attached, this 15th day of December, 2020.
CARRIED

- b) By-law No. 15-2011 Dawley Drive Schedule "A" Amendment
Resolution No. 14

Moved by Councillor Hoy

Seconded by Councillor Thompson

THAT the Council of the Township of North Dundas authorize and direct that Schedule "A" of By-law 15-2011 be amended to include 2021 rates as attached this 15th day of December, 2020.

CARRIED

- c) By-law No. 2020-23 Water & Sewer Allocation Amendment
Resolution No. 15

Moved by Deputy Mayor Armstrong

Seconded by Councillor Annable

THAT the Council of the Township of North Dundas authorizes the following amendments to Allocation By-law No. 2020-23: to increase the Capacity Allocation Processing fee from \$300.00 to \$500.00, include an Infill and Basement Capacity Allocation Processing Fee of \$200.00 and add Schedule "A" – Residential Water and Sewer Allocation.

CARRIED

- d) By-law No. 2020-55 Water & Sewer Rates
Resolution No. 16

Moved by Councillor Hoy

Seconded by Councillor Thompson

THAT By-law No. 2020-55, being a By-law for Fixing Rates for the Supply of Water/Sewer Services be read a first and second time in Open Council this 15th day of December, 2020.

CARRIED

- e) By-law No. 2020-59 Water & Sewer Capital Charges
Resolution No. 17

Moved by Deputy Mayor Armstrong

Seconded by Councillor Annable

THAT By-law No. 2020-59, being a By-law to set Capital Charges for Water and Sanitary Sewer Connections, be read a first time in Open Council, this 15th day December, 2020.

CARRIED

7. Key Information

Public Works – 2021 Draft Budget – Director Tunio highlighted significant items contained in the 2021 draft Public Works budget.

8. Consent Agenda – NIL

9. Boards and Committees – NIL

10. Motions and Notices of Motions – NIL

11. Petitions – NIL

12. Council Comments and Concerns – NIL

13. Unfinished Business – NIL

14. Ratification By-law

Resolution No. 18

Moved by Councillor Hoy

Seconded by Councillor Thompson

THAT By-law No. 2020-65 to adopt, confirm and ratify matters dealt with by resolution, be read and passed in Open Council, signed and sealed this 15th day of December, 2020.

CARRIED

15. Adjournment by Resolution

Resolution No. 19

Moved by Councillor Thompson

Seconded by Councillor Annable

THAT Council adjourn at 9:55 pm to the call of the chair.

CARRIED

MAYOR

CLERK



ACTION REQUEST – Finance	
To:	Mayor and Members of Council
Date of Meeting:	January 19, 2021
Subject:	Asset Management Coordinator

RECOMMENDATION:

THAT Council approves the recommendation of the Hiring Committee and authorizes the hiring of Michelle Dorie as Asset Management Coordinator as per the Offer of Employment dated January 12, 2021.

BACKGROUND:

Further to our council meeting of December 8th, the position of Asset Management Coordinator was advertised internally with a closing date of December 18th. One application was received and the applicant was interviewed on January 6th.

Following the interview, the Hiring Committee recommended that Michelle Dorie be awarded the position. Michelle Dorie has accepted that position and is currently working for us on a full-time basis.

OPTIONS AND DISCUSSION:

- 1. Accept the recommendation of the Hiring Committee** - recommended.
- 2. Re-advertise the position** - not recommended.

FINANCIAL ANALYSIS:

Funding for this position was included in the 2021 draft budget.

OTHERS CONSULTED:

CAO
Deputy Treasurer

ATTACHMENTS:

None

PREPARED BY:

John Gareau, CPA, CA, AMCT
Treasurer, Director of Finance

REVIEWED & APPROVED BY:

Angela Rutley, BBA
CAO



ACTION REQUEST – Public Works	
To:	Mayor and Members of Council
Date of Meeting:	January 19, 2021
Subject:	Water & Sewer Allocation - Madison Mulder Enterprises

RECOMMENDATION:

THAT Council allocate 2 water units and 2 sewer units to Madison Mulder Enterprises for two (2) semi-detached units at 94 Mary Street, Chesterville.

BACKGROUND:

On December 23, 2020, Madison Mulder Enterprises submitted an application for water and sewer allocation for a total of 2 residential units comprising of semi-detached units. These 2 residential units will require an equivalent of 2 units of water and 2 units of sewers as per the By-Law No. 2020-23.

The request in the application is consistent with the water capacity analysis presented to the Council on December 15, 2020, which allows for a total of 4 in-fill residential units within Chesterville Village.

Please refer to attached for summary of water unit allocated and balance available.

OPTIONS AND DISCUSSION:

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

FINANCIAL ANALYSIS:

\$200 application fees received.

OTHERS CONSULTED:

Planning
CAO

ATTACHMENTS:

Summary of Water Allocation

PREPARED BY:

REVIEWED & APPROVED BY:



Khurram Tunio, M. Eng., P. Eng.
Director of Public Works



Angela Rutley, BBA
CAO

[illegible]



ACTION REQUEST – Public Works	
To:	Mayor and Members of Council
Date of Meeting:	January 19, 2021
Subject:	Water & Sewer Allocation - Winchester Meadows Developments Inc.

RECOMMENDATION:

THAT Council allocate 48 water units and 48 sewer units to Winchester Meadows Developments Inc. for a total of 48 single, semi-detached and townhomes at Arora Crescent, Winchester.

BACKGROUND:

On January 6, 2021, Winchester Meadows Inc. submitted an application for water and sewer allocation for a total of 48 residential units including singles, semis and townhomes. These 48 residential units will require an equivalent of 48 units of water and 48 units of sewers as per the By-Law No. 2020-23.

The request in the application is consistent with the water capacity analysis presented to the Council on December 15, 2020, which considered 22 residential units for Winchester Meadows subdivision #22A and 26 residential units for Winchester Meadows subdivision #22B.

Please refer to attached for summary of water unit allocated and balance available.

OPTIONS AND DISCUSSION:

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

FINANCIAL ANALYSIS:

\$300 application fees received.

OTHERS CONSULTED:

Planning
CAO

ATTACHMENTS:

Summary of Water Units and Allocation

PREPARED BY:



Khurram Tunio, M. Eng., P. Eng.
Director of Public Works

REVIEWED & APPROVED BY:



Angela Rutley, BBA
CAO

[illegible]



ACTION REQUEST – Recreation and Culture	
To:	Mayor and Members of Council
Date of Meeting:	January 19, 2021
Subject:	Winter Maintenance for the Oschmann Forest Parking Lot

RECOMMENDATION:

THAT the Council of the Township of North Dundas authorize and approve Camouflage Property Maintenance to perform snow clearing and salting services for 12301 Ormond Rd., Winchester, known as the Oschmann Forest parking lot, for the remainder of the 2020/2021 winter season.

BACKGROUND:

The South Nation Conservation Authority (SNC) offers a maple syrup education program at the Oschmann Forest property located at 12301 Ormond Rd., Winchester during the month of March on an annual basis. The Public Works Department was previously able to provide snow and salting services for the municipally-owned parking lot for that 31-day duration.

This year, SNC has opted to keep their trails open and groomed for public use in order to provide another opportunity for outdoor recreation during the pandemic. In order to provide this service, SNC has requested that the Township of North Dundas begin maintaining the parking lot effective immediately and until the end of the 2020/2021 winter. The Public Works Dept. was able to clear the parking lot once in January and SNC has informed us that the neighbouring property owner has helped to maintain it to date.

Camouflage Property Maintenance, who currently provides snow clearing and salting services for all of our Recreation & Culture department facilities, as well as 2 of the Public Works Dept. maintained facilities, provided a written quote for the parking lot. The quote stated that clearing would be \$65/service, salting would be \$60/application, and removal would be additional. Contractor removal would not be required.

OPTIONS AND DISCUSSION:

- 1. Award snow clearing and salting services for the Oschmann Forest parking lot, for the remainder of the 2020/2021 winter, to Camouflage Property Maintenance – recommended.**
- 2. Do not maintain the Oschmann Forest parking lot for January and February 2021 – not recommended.**

FINANCIAL ANALYSIS:

The extended maintenance of the Oschmann Forest parking lot was not a planned expenditure and was therefore not included in the 2021 draft budget. Should Council wish to award Camouflage Property Maintenance with snow maintenance services for this property for the remainder of the season, it is recommended that the additional estimated expenses be included in the 2021 Third Draft Budget.

OTHERS CONSULTED:

Director of Public Works
CAO

ATTACHMENTS:

N/A

PREPARED BY:



Meaghan Meerburg
Director of Recreation

REVIEWED & APPROVED BY:



Angela Rutley, BBA
CAO



ACTION REQUEST – Public Works	
To:	Mayor and Members of Council
Date of Meeting:	January 19, 2021
Subject:	By-law No. 2020-55 Rates for Water & Sewer Services

RECOMMENDATION:

THAT By-law No. 2020-55, being a By-law for Fixing Rates for the Supply of Water/Sewer Services be read a third time in Open Council this 19th day of January, 2021.

BACKGROUND:

By-law 2020-55 includes the proposed water/sewer rate increase for the Villages of Chesterville and Winchester. The rate increase is based on The Township of North Dundas' Drinking Water and Wastewater Study that was completed by Ken Sharratt of Sharratt Water Management Ltd. in July 2020. We have given notice to the public. No comments in writing have been received and hence we are bringing the By-law back for a third and final reading at the Council meeting on January 19, 2021.

OPTIONS AND DISCUSSION:

- 1. That By-Law No. 2020-55 be read a third and final time in Open Council – recommended**
- 2. Keep the rates the same for 2021 - not recommended.**
- 3. Change the rates to a different rate - not recommended.**

FINANCIAL ANALYSIS:

Rates are from the Township of North Dundas Drinking Water and Wastewater Study that was completed by Ken Sharratt Water Management Ltd. in 2020. Staff will incorporate the rate increase into the 2021 Water/Sewer Budget.

OTHERS CONSULTED:

Ken Sharratt of Sharratt Water Management Ltd.

ATTACHMENTS:

By-law No. 2020-55

Ken Sharratt- Executive Summary Report pages 3 & 4

PREPARED BY:



Khurram Tunio, M. Eng., P. Eng.
Director of Public Works

REVIEWED & APPROVED BY:



Angela Rutley, BBA
CAO

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BY-LAW NO. 2020-55

**BEING A BY-LAW FOR FIXING RATES FOR THE SUPPLY OF
WATER/SEWER SERVICES**

-
- WHEREAS** Section 391 of the Ontario Municipal Act, 2001, authorizes a municipality to pass by-laws imposing fees or charges on persons for services or activities provided or done by or on behalf of it.
- AND WHEREAS** the *Ontario Municipal Act, 2001*, S.O.2001, c.25, s.81, authorizes a municipality to shut off the supply of a public utility if the fees or charges payable by the owners or occupants of the land for the supply of the public utility are overdue;
- AND WHEREAS** the *Ontario Municipal Act, 2001*, S.O.2001, c.25, s.398(2), authorizes the collection of water and sewer rates in the same manner as municipal taxes.

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

1. The rates, as set out in Schedules “A” through “B” attached hereto and forming part of this by-law, are hereby adopted and shall be in effect Jan.1, 2021.
2. Water/Sewer billings shall be issued quarterly with the exception of commercial large users, as determined by Municipal staff.
3. Commercial large users, as determined by Municipal staff, shall be billed monthly.
4. A monthly surcharge of one and one quarter percent shall be added to the bill if not paid on or before the due date.
5. All former by-laws or resolutions contrary to and inconsistent with all or any part of this By-Law (2020-55) are hereby repealed including By-Law 2019-62.

READ A FIRST AND SECOND TIME IN OPEN COUNCIL THIS 15TH DAY OF DECEMBER 2020.

MAYOR

CLERK

READ A THIRD TIME IN OPEN COUNCIL, SIGNED AND SEALED THIS 19th DAY OF JANUARY 2021.

MAYOR

CLERK

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BY-LAW NO. 2020-55

Schedule “A”

Village of Winchester and Chesterville
Water/Sewer Rates

WATER SERVICE RATES

- 1. Water consumption in the Village of Winchester and Chesterville shall be measured by water meters.
- 2. The following fixed fee per year shall be charged for each meter depending on size:

Meter Size	Fixed Annual Fee
0.60 inches	\$111.93
0.75 inches	\$111.93
1.0 inches	\$156.70
1.5 inches	\$201.47
2.0 inches	\$324.59
2.5 inches	\$783.48
3.0 inches	\$1,231.19
4.0 inches	\$1,566.97
6.0 inches	\$2,350.45

- 3. In addition to the fixed fee, all accounts shall be charged \$1.16 per cubic meter for water.
- 4. In the event of a dispute between the water remote reading and the actual water meter reading, the reading on the actual water meter shall be deemed the correct reading.
- 5. Where multiple unit buildings do not have individual metering, *the landlord* shall be charged the current rates for water and sewer on the metered water volume.

SEWER SERVICE RATES

- a) Sewer fees shall be invoiced on the water bills at the rate of 167% of the water rate including clauses 2 and 3 above except as noted in section b to c below.
- b) It has been established that Parmalat at 490 Gordon St. returns only 10,000 cubic meters to the sewer system per year. Based on this amount they shall be billed \$19,372.00 per year for unmetered sewage on the basis of \$1,614.33 per month in lieu of the regular charges in a) above.
- c) Properties that are only billed for sewer will be billed based on their private water use including the applicable fixed fee from section 2 above.

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BY-LAW NO. 2020-55

Schedule “B”

Miscellaneous Charges

i)	Water and/or Sewer Connection Application	\$550.00
ii)	Miscellaneous sale of water to individuals or companies not connected to the water system	\$5.00 per cubic meter
iii)	Account Setup Charge	\$9.00+HST
iv)	Manual Water Read Charge	\$25.00+HST
v)	Data Logger Download Charge	\$25.00+HST
vi)	Collection Charge (24 hour shut off notice)	\$6.75+HST
vii)	Disconnection Charge	\$40.00+HST
viii)	Reconnection Charge	\$40.00+HST
ix)	NSF Charge	\$25.00
x)	Water/Sewer Customer Deposit	\$200.00

1. EXECUTIVE SUMMARY

The Township retained the services of Sharratt Water Management Ltd (SWML) to prepare rates for the Township's water and wastewater systems and to prepare a financial plan for the Township's water system that meets the requirements of Ontario Regulation 453/07. The financial plan is needed to renew the Townships drinking water system operators' license. The preparation of a financial plan has been prepared as a three-step process:

1. SWML has identified the future capital and major maintenance needs necessary to renew the assets in the water system to 2118, as well as their timing and costs. The asset renewal for the wastewater system was also projected to 2118.
2. Sharratt Water Management Ltd. has taken the capital renewal needs and the projected operating costs, inflated them to future cost, and developed full cost rates for the water wastewater system. The rates that are proposed and the process used to develop them are set out in this report. Wastewater rates were also developed using the same methodology as for water.
3. Water Financial Plan – This is based on the water portion of components 1 and 2 above, as well as the Township's listing of tangible capital assets. SWML will project the amortization of these assets forward to 2026. The water financial plan is set out in a separate report.

The communities of Winchester and Chesterville are 12 km apart, located in the Township of North Dundas, 60 km southeast of Ottawa. The Township operates water and wastewater systems in Winchester and in Chesterville. Water in both communities is provided by wells, and the two communities are connected with a water main. Wastewater treatment in both is provided by separate lagoon systems. The Township has common water and wastewater rates for users in both communities.

1.1 Water Rates

A water rate is proposed that would be applicable to all users commencing January 1, 2021. This is set out in table 1.1:

Table 1.1 Proposed North Dundas Water System Rates 2021-2025 Inflated and Constant \$

Fixed Charge by Meter Size				2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Inches	5/8X3/4	MM												
		17		\$107.76	110.34	111.93	115.97	120.68	125.57	130.67	135.98	141.52	147.28	153.29
	3/4	19		\$107.76	110.34	111.93	115.97	120.68	125.57	130.67	135.98	141.52	147.28	153.29
	1	25		\$150.84	154.47	156.70	162.36	168.95	175.80	182.94	190.38	198.13	206.20	214.60
	1.5	37.5		\$193.92	198.60	201.47	208.75	217.22	226.03	235.21	244.77	254.73	265.11	275.92
	2	50		\$312.36	319.97	324.59	336.32	349.96	364.16	378.95	394.36	410.40	427.12	444.53
	2.5	62.5		\$753.96	772.35	783.48	811.82	844.73	879.00	914.71	951.89	990.63	1,030.98	1,073.01
	3	75		\$1,184.76	1,213.69	1,231.19	1,275.71	1,327.43	1,381.29	1,437.40	1,495.83	1,556.71	1,620.11	1,686.16
	4	100		\$1,507.80	1,544.70	1,566.97	1,623.63	1,689.45	1,758.01	1,829.41	1,903.79	1,981.26	2,061.96	2,146.03
	6	150		\$2,262.96	2,317.04	2,350.45	2,435.45	2,534.18	2,637.01	2,744.12	2,855.68	2,971.89	3,092.94	3,219.04
Cost per Cubic Metre - Inflated \$				1.10	1.12	1.16	1.20	1.24	1.28	1.33	1.37	1.44	1.51	1.58
Cost per M3 2019\$				1.10	1.09	1.10	1.11	1.12	1.13	1.14	1.15	1.18	1.21	1.23

The above rates represent an increase of 3.5% per year from 2021 to 2026. The rate is projected to finance future capital projects from 2021 to 2029, and beyond. It also covers projected operating cost increases and it will enhance the capital reserves. Some of the water bills that are associated with this rate are set out below in table 1.2:

Table 1.2 Annual Water Bills with the Current/Proposed Water Rates 2021-2025 Inflated \$

Hypothetical User	2019	2020	2021	2022	2023	2024	2025
Single Person with 70 M3/Year	\$185	\$189	\$193	\$200	\$207	\$215	\$223
Couple with 125 M3 per Year	\$245	\$250	\$257	\$265	\$275	\$286	\$296
Family 300 M3 per Year	\$438	\$446	\$459	\$475	\$492	\$510	\$528
Coffee Shop (Busy) 1000 m3/Yr	\$1,251	\$1,273	\$1,313	\$1,358	\$1,406	\$1,456	\$1,509
Large Industrial User 500,000m3/Yr	551,185	560,709	579,884	610,859	644,306	679,417	716,272

Water bills increase at about 3% per year including inflation of 2.5-3%. A low volume user of 70 m3 per year will pay \$189 in 2020 and \$223 in 2025. A family using 300 cubic metres per year will pay \$446 in 2020 and \$528 in 2025. A large coffee shop using 1000 cubic metres per year will pay \$1,273 in 2020 and \$1,509 in 2025. The large industrial user will pay \$560,709 in 2020, accounting for 50% of all water user fees, and \$716,272 in 2025.

1.2 Wastewater Rates

Wastewater charges are commonly collected by placing a surcharge on water use by those connected to the wastewater system. This approach makes sense, as the wastewater a user directs to the wastewater treatment system is generally related to the amount of water bought by that user. Winchester has utilized this approach in the past, and it is proposed that the Township utilize this approach in the future.

Table 1.3 Proposed Wastewater Surcharge on Water Bills 2020-2025 Per Cent

	2019	2020	2021	2022	2023	2024	2025
Wastewater Surcharge	161%	165%	167%	167%	167%	167%	168%

The surcharge is calculated by determining the amount of water returned to the system. The large industrial user in Winchester has its own wastewater treatment facility and returns only 10,000 cubic metres to the Township wastewater system. The calculation is set out in table 7.5 in this report. The projection of future capital renewal has meant that future rate increases are needed, if reserves are to be maintained, and debt is to be avoided.

Table 1.4 Wastewater Bills with the Proposed Wastewater Surcharge 2020-25 Infl. \$

Hypothetical User	2019	2020	2021	2022	2023	2024	2025
Single Person with 70 M3/Year	\$297	\$311	\$321	\$333	\$346	\$360	\$375
Couple with 125 M3 per Year	\$395	\$413	\$427	\$442	\$460	\$478	\$497
Family 300 M3 per Year	\$705	\$736	\$764	\$791	\$822	\$853	\$886
Coffee Shop (Busy) 1000 m3/Yr	\$2,014	\$2,102	\$2,187	\$2,263	\$2,349	\$2,438	\$2,530
Large Industrial User 10,000 m3/Yr	\$22,565	\$23,567	\$24,479	\$25,332	\$26,309	\$27,321	\$28,372



ACTION REQUEST – Public Works	
To:	Mayor and Members of Council
Date of Meeting:	January 19, 2021
Subject:	By-law No. 2020-59 - Capital Charges

RECOMMENDATION:

THAT By-law No. 2020-59, being a By-law to set Capital Charges for Water and Sanitary Sewer Connections, be read a second and third time in Open Council, this 19th day January, 2021.

BACKGROUND:

Township of North Dundas' population connected to municipal water and sewer is anticipated to increase from 4,355 (2019) to 8,399 (20+ years). The technical memorandum for the water and wastewater servicing upgrades has identified the need for infrastructure improvements to accommodate growth to the year 2040 within the villages of Winchester and Chesterville.

In order to accommodate infrastructure improvements, capital charges for water and sanitary sewer connections for future applications will need to be increased. Technical Memorandum for Water and Wastewater Servicing has identified approximately \$35M for additional infrastructures, as per attached final Servicing Study. This does not include approximately \$10M for Water Capacity expansion either through wells or connection with an adjacent municipality. The current Water and Sewer Capital Charge By-law 60-2014 identify \$5,223.45 as capital charge for water and sewer connections. However, recent non-conformance issues with Winchester Lagoon and capacity constraints to existing infrastructures such as Main St. PS, the existing reserves and user rates may not be sufficient to finance the improvements to infrastructures to accommodate the immediate growth.

The infrastructure improvements to support immediate growth requires updates to By-law No. 60-2014 - Water Sewer Capital Charge By-law to contribute towards financing some of the costs for servicing needs for growth without significantly depleting the existing reserves. For the year 2021, the following capital charge options were considered:

Option 1: (0-5 years)

Technical memorandum on Water and Wastewater Servicing Study has identified an additional 275 units over the next 5-years. The Study has identified approximately \$13.6M for water and wastewater servicing needs, to accommodate

growth during this period. The following provides cost breakdown for infrastructure improvements:

CONCEPTUAL LEVEL UPGRADES		Class ‘D’ Opinion of Probable Cost (OPC)
Type	Description	
UPGRADES 0 to 5 Years		
Sewage Pumping Station Upgrades	Option 2A – Same Main St. SPS upgrade as Option 1, but forcemain outlet extended along Main St., east of Gladstone St.	\$4.1M
	Options 2A and 2B – Bailey Ave. SPS building and equipment replacement at end of service life	\$750,000
Sewage Treatment System	Specialized treatment upgrades to overcome existing operational constraints of the wastewater treatment systems to achieve rated capacity	\$7M
	Total Sewer	\$11.85M
Watermain Upgrades	New 300 mm diameter watermain loop approximately 1030 m (excluding 750 m through new development property) of 300 mm diameter watermain connection between Main St. West and Fred St.	\$750,000
Watermain Storage and Pumping Station Upgrades	Chesterville Reservoir - 450 m ³ water storage expansion and pumping station upgrade	\$1M
	Total Water	\$1.75M

With anticipated benefiting development of 275 units over the next three years, this translates into approximately **\$51,900** minimum capital charge for an average single detached residential unit based on 1.05 water allocation unit (average day demand).

Option 2: (0-3 years)

Currently the Township has the available potable water capacity / allocation to accommodate growth for approximately 350 residential units for the next 3 years.

However, sewer improvements along Main Street as well as increase in reservoir capacity in Chesterville are required for approximately \$5.1M, mostly to accommodate growth during this period. Following provides cost breakdown for infrastructure improvements:

CONCEPTUAL LEVEL UPGRADES		Class ‘D’ Opinion of Probable Cost (OPC)
Type	Description	
UPGRADES 0 to 3 Years		
Sewage Pumping Station Upgrades	Option 2A – Same Main St. SPS upgrade as Option 1, but forcemain outlet extended along Main St., east of Gladstone St.	\$4.1M
Sewage Treatment System	Specialized treatment upgrades to overcome existing operational constraints of the wastewater treatment systems to achieve rated capacity	\$7M
	Total Sewer	\$4.1M
Watermain Storage and Pumping Station Upgrades	Chesterville Reservoir - 450 m³ water storage expansion and pumping station upgrade	\$1M
	Total Water	\$1.0M

The Township is currently receiving higher than anticipated requests / inquiries for development. There is potential that approximately 350 residential units may come online over the next three years. Hence, it is recommended to increase the capital charge based on short-term scenario to allow for gradual increase. This will allow time to analyze growth and refine water capacity options to develop capital charges beyond a three-year period. Thus, with anticipated benefiting development of 350 residential units over the next three years, the capital charge for water and sewer improvements translates into approximately **\$15,300** for an average single detached residential unit. This is based on 1.05 water allocation unit (average day demand).

Option 3: (0-20 years)

Technical memorandum on Water and Wastewater Servicing Study has identified a total of 896 units over the next 20 years. The Study has identified approximately \$35M for water and wastewater servicing needs, to accommodate growth during this period. The following provides cost breakdown for infrastructure improvements:

CONCEPTUAL LEVEL UPGRADES		Class ‘D’ Opinion of Probable Cost (OPC)
Type	Description	
UPGRADES 0 to 5 Years		
Sewage Pumping Station Upgrades	Option 2A – Same Main St. SPS upgrade as Option 1, but forcemain outlet extended along Main St., east of Gladstone St.	\$4.1M
	Options 2A and 2B – Bailey Ave. SPS building and equipment replacement at end of service life	\$750,000
Sewage Treatment System	Specialized treatment upgrades to overcome existing operational constraints of the wastewater treatment systems to achieve rated capacity	\$7M
	Total Sewer	\$11.85M
Watermain Upgrades	New 300 mm diameter watermain loop approximately 1030 m (excluding 750 m through new development property) of 300 mm diameter watermain connection between Main St. West and Fred St.	\$750,000
Watermain Storage and Pumping Station Upgrades	Chesterville Reservoir - 450 m ³ water storage expansion and pumping station upgrade	\$1M
	Total Water	\$1.75M
UPGRADES 5 to 10 Years		

	Options 1, 2A and 3A – Main St. W, Bailey Ave. SPS outlet sewers: Upgrade 155 m section of sanitary sewer with 300 mm diameter sewer	\$200,000
	Total Sewer	\$200,000
Watermain Upgrades	St. Lawrence St. 300 mm diameter watermain upgrade between the Winchester Reservoir and Pumping Station and Gordon Street (current extent of 300 mm diameter watermain from the Winchester elevated tank). Accompanies Winchester water storage and pumping station upgrades.	\$1.5M
Water Storage and Pumping Station	Water storage expansion of 1,400 m ³ and booster pump upgrade at the Winchester Reservoir and Pumping Station.	\$2M
	Total Water	\$3.5M
UPGRADES 10 to 20 Years		
Sanitary Sewer Capacity Upgrades	Options 1 to 3 – Main St. W. upstream of Main St. SPS: Upgrade 200 m section of sanitary sewer with 300 mm diameter sewer	\$250,000
	Options 1 to 3 – Easement: Upgrade 51 m section of sanitary sewer with 300 mm diameter sewer. To be confirmed in future based on field survey and actual future wastewater flows	\$75,000
Sewage Pumping Station Upgrades	Options 1 to 3 – Ottawa St. SPS, increase capacity (current ECA capacity 90 L/s) to accommodate the build-out demand scenario (127 L/s from 90 L/s). It is assumed equipment upgrades can be accommodated in the existing building footprint and forcemain.	\$750,000
Sewage Treatment System	Increase lagoon treatment capacity by adding end of pipe treatment such as a Moving Bed Bioreactor (MBBR) and/or increase existing lagoon depth to increase storage volume. Timing and remaining treatment capacity to be periodically reviewed in the future based on receiving wastewater flow as growth occurs. * Portion of work maybe required within 3-5 years	\$15M
	Total Sewer	\$16.075M
UPGRADES BUILD-OUT		
Watermain Upgrades	Main St W. upgrade watermain to 300 mm diameter from Wellings of Winchester to St. Lawrence St. Establishes a trunk watermain loop through Winchester to improve fire flow availability.	\$1.5M

	Fred St. upgrade watermain to 300 mm diameter from Fred St. Easement connection to St. Lawrence St. Establishes a trunk watermain loop through Winchester to improve fire flow availability.	\$500,000
TOTAL OVERALL CONCEPTUAL-LEVEL OPC		\$35M

The above table does not include approximately \$10M for Water Capacity expansion, which is currently under Environmental Assessment stage. Hence for analysis purposes, total servicing cost is assumed to be approximately \$45M.

With anticipated benefiting development of 896 units over the next three years, this translates into approximately **\$52,700** capital charge for an average single detached residential unit based on 1.05 water allocation unit (average day demand). However, it is anticipated that additional units can be accommodated with infrastructure improvements mentioned above, hence the capital cost per dwelling can be lowered. However, at this time, it may be premature to develop total number of units, until Environmental Assessment for water capacity expansion is concluded which will provide a clear picture on total available water allocation / units for future needs.

Consultation:

Following communication will be carried out as part of implementation of capital charge By-law:

1. Letters were mailed out to owners of development properties and interested developers. No comments in writing have been received.

OPTIONS AND DISCUSSION:

1. **Approve Option 2 with new water and sewer capital charges - recommended. \$15,300 for water & sewer total capital charge per unit.**

Although the option does not account for full cost of servicing to accommodate future growth, it demonstrates Township willingness to subsidize some immediate growth by using portion of current reserves to undertake infrastructure works. This option does not include improvements to Winchester Lagoon, however, based on recent non-compliance on discharge rate / window, the improvements will likely be needed now and paid through existing reserves and user rates. This option will transfer additional costs to future growth when it materializes, as the capital charges may significantly increase beyond 3 years without additional provincial / federal grants.

2. **Approve Option 1 with new water and sewer capital charges - not recommended. \$51,900 for water & sewer total capital charge per unit.**

- 3. Approve Option 3 with new water and sewer capital charges - not recommended. \$52,700 for water & sewer total capital charge per unit.**

FINANCIAL ANALYSIS:

These options are required to service growth in next 1-3 years. Township may not be able to fund infrastructure services for additional growth without these rate increases.

OTHERS CONSULTED:

J. L. Richards
OCWA
Planning
CAO

ATTACHMENTS:

By-Law No. 2020-59
Based on the Preferred Option

PREPARED BY:



Khurram Tunio, M. Eng., P. Eng.
Director of Public Works

REVIEWED & APPROVED BY:



Angela Rutley, BBA
CAO

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BY-LAW NO. 2020-59

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

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

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

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

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

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

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

1.0 Short Title

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

2.0 Definitions

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

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

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

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

- 2.4** *Duplex* shall mean a building that is divided horizontally into two (2) dwelling units, each of which has an independent entrance either directly or through a common vestibule.
- 2.5** *Dwelling Unit* means one or more habitable rooms in which sanitary conveniences are provided for the exclusive use of the occupants and in which at least one but not more than one kitchen is provided, and with an independent entrance either directly from the outside of the building or through a common corridor or vestibule inside the building.
- 2.6** *Existing Residential Building* means a residential building which can be occupied and used for residential use, and has been in existence for a minimum of two years.
- 2.7** *Mixed Use* means land, building or structures used or designed or intended for a combination of non-residential uses and residential uses;
- 2.8** *Multiple Dwelling* means a residential building containing 3 or more separate dwelling units other than a town house. This definition may include a senior citizens apartment.
- 2.9** *Non-Residential Uses* means uses of land, buildings or structures for purposes other than a dwelling unit and shall include commercial, institutional, industrial uses, and other such uses and excluding agricultural uses.
- 2.10** *Residential Use* means land or buildings or structures of any kind whatsoever used, designed or intended to be used as living accommodations for one or more individuals;
- 2.11** *Row Dwelling / Townhouse* means a building or structure consisting of a series of three (3) or more dwelling units, but not more than eight (8) units in a continuous row divided vertically into separate dwelling units by a common wall above grade.
- 2.12** *Secondary Dwelling Unit* means a dwelling unit that is subsidiary to and located in the same building as an associated principal dwelling unit; and its creation does not result in the creation of a semi-detached dwelling, row dwelling or a multiple dwelling.
- 2.13** *Semi-detached* means a residential building that is divided vertically into two (2) dwelling units.
- 2.14** *Single Detached Dwelling* means a residential building consisting of only one dwelling unit.
- 2.15** *Special Care/Special Needs Dwelling* means a building where the occupants have the right to use in common, halls, stairs, yards, common rooms, and accessory buildings; which shall not have exclusive sanitary and/or culinary facilities, that is designed to accommodate persons with specific needs, including independent permanent living arrangements, and where support services such as meal preparation, grocery shopping, laundry, housekeeping, nursing, respite care and attendant services are provided at various levels. Special care/special needs dwellings include, but is not limited to retirement homes and lodges, nursing homes, charitable dwellings, accessory dwellings and group homes.
- 3.0** No new development shall be permitted to be serviced on private services (well and/or septic system) where piped municipal services are readily available, or where they could be reasonably extended, as determined by Council;

- 4.0** Prior to connection to the municipal water and/or sewer systems, the applicant shall first obtain a connection permit from the Township at the rate set out in the rate by-law;
- 5.0** Prior to connecting to the existing water and sanitary sewer mains in the Township, the applicant shall pay the capital charges as determined in Section 7.
- 6.0** With respect to any building which is already connected to either the Water Distribution System or the Sanitary Sewage Collection System, or both, and requires a Building or Change of Use Permit under the Building Code, a Water Capital Charge and/or Sanitary Sewage Capital Charge shall be payable and shall be determined as follows:
- 6.1** The Municipality shall determine the new charge payable in accordance with Section 7.
- 6.2** The Owner of land shall receive, where applicable, one of the following credits against the amount determined under 4.1:
- 6.2.1** The amount which applied to the use for the building in question which was in effect as of the date of passage of this By-Law; or,
- 6.2.2** For any land which has previously paid a Water Capital Charge or a Sanitary Sewage Capital Charge under this By-Law, the amount previously paid when such land was last assessed a Water Capital Charge or a Sanitary Sewage Capital Charge.
- 6.2.3** Where a building has been razed or demolished within the last year, the above credits apply as if the building still existed.
- 6.2.4** Where the credit under 4.2 exceeds the amount of the Water Capital Charge or Sanitary Sewage Capital Charge being imposed, the amount of such charge shall be zero but there shall not be any repayment to an Owner.
- 7.0 Water/Sewer Unit Determination:**
- 7.1** *Water and Sewer units* will be allocated according on By-law No. 2020-23.
- 7.2** A *water unit* shall mean 1050 L/day average day flow or 2100 L/day maximum day flow (single detached residential dwelling unit).
- 7.3** A *sewer unit* shall mean 2000L/day sanitary sewage flow (single detached residential *dwelling unit*).
- 7.4** A *dwelling unit* means a suite operated as a single housekeeping unit, used or intended to be used as a domicile by 1 or more persons and usually containing cooking, eating, living, sleeping and sanitary facilities.
- 7.5** The number of commercial *sewer units* will be determined as follows:
Estimated sanitary sewage flow on Table 8.2.1.3.B of the Ontario Building Code (OBC) 2006
- 7.6** Notwithstanding subsections 7.1 and 7.5, the minimum number of *sewer units* shall be one (1).
- 8.0 First Year, Non-Residential, Capital Rate Adjustment:**

Notwithstanding Section 5, for a period of one year after the start of water usage, the municipality may determine the actual amount of metered water that was used over the year and recalculate the number of *water and sewer units* and the

capital charge based on this flow. A refund for overpayment or a bill for additional amounts outstanding will be issued to the property owner.

- 9.0** If any provision or requirement of this by-law, or the application thereof to any person or land shall, to any extent, be held to be invalid or unenforceable by any court of competent jurisdiction, the remainder of the by-law, or the application of it to all persons, other than those in respect of whom it is held to be invalid or unenforceable shall not be affected thereby, and each provision and requirement of this by-law shall be separately valid and enforceable.
- 10.0** If any amount charged under this by-law remains unpaid 30 days after it has been invoiced, the outstanding amount will be added to the tax roll for the property to which it applies and collected in the same manner as municipal taxes.
- 11.0** All former by-laws or resolutions contrary to and inconsistent with all or any part of this By-Law (2020-59) are hereby repealed including By-Law 60-2014.

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

MAYOR

CLERK

READ a second and third time in Open Council, signed and sealed this 19th day of January, 2021.

MAYOR

CLERK

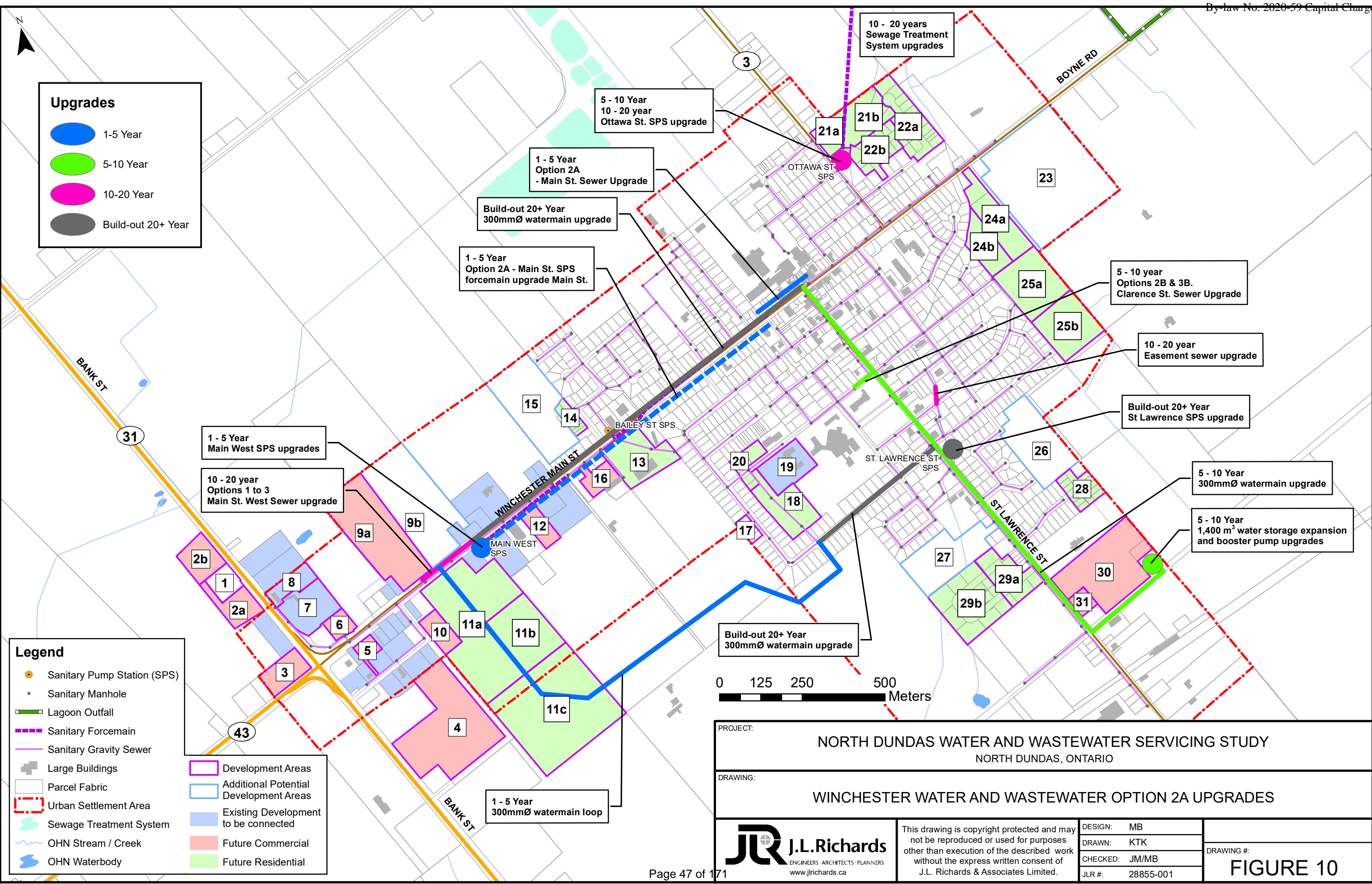
Schedule “A”
To By-law No. 2020-59


FEES AND CHARGES

- Capital Charge for Connections

Effective Date	Capital Charges	Singles Semis & Townhomes	Apartments 2 Bedrooms+	Apartment-Bachelor and 1 Bedroom Units	Other Multiples	Senior-Oriented Dwelling Unit	Special Care/Special Needs Dwelling Units
Jan. 1, 2021 - December 31, 2021	Water Services	\$3,000	\$2,200	\$1,400	\$2,400	\$1,450	\$500
Jan. 1, 2021 - December 31, 2021	Sewer Services	\$12,300	\$9,020	\$5,740	\$9,840	\$5,945	\$2,050

File Location: P:\28000\28855-001 - North Dundas Servicing Study\3-Production\1-Civil\28855 FutureUpgradesOption2A_Figure10.mxd



PROJECT:			
NORTH DUNDAS WATER AND WASTEWATER SERVICING STUDY NORTH DUNDAS, ONTARIO			
DRAWING:			
WINCHESTER WATER AND WASTEWATER OPTION 2A UPGRADES			
 J.L. Richards ENGINEERS · ARCHITECTS · PLANNERS www.jlrichards.ca	This drawing is copyright protected and may not be reproduced or used for purposes other than execution of the described work without the express written consent of J.L. Richards & Associates Limited.		DESIGN: MB
			DRAWN: KTK
			CHECKED: JM/MB
			JLR #: 28855-001
			DRAWING #: FIGURE 10



ACTION REQUEST – Clerk	
To:	Mayor and Members of Council
Date of Meeting:	January 19, 2021
Subject:	By-law No. 2021-01 Officers & Committees

RECOMMENDATION:

THAT By-law No. 2021-01, being a by-law for the Appointment of Officers, Agents, Staff, Committees of Council and Recreation Associations be adopted as presented this 19th day of January, 2021.

BACKGROUND:

The Officers and Committees by-law is a fluid document that requires changes, amendments and updating from time-to-time to ensure accuracy as people and/or positions change. The attached by-law reflects the removal of William Toll as a Livestock Evaluator and the addition of Nancy Johnston and Jessica Manley as Civil Marriage Officiants.

OPTIONS AND DISCUSSION:

1. **Approve the by-law as presented – recommended.**
2. **Do not approve the by-law as presented – not recommended.**

FINANCIAL ANALYSIS:**OTHERS CONSULTED:****ATTACHMENTS:**

By-law No. 2021-01.

PREPARED BY:

Jo-Anne McCaslin, CMO
Municipal Clerk

REVIEWED & APPROVED BY:

Angela Rutley, BBA
CAO

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BY-LAW No. 2021-01

A By-law for the Appointment of Officers, Agents, Staff, Committees of Council and Recreation Associations

WHEREAS it is necessary for the Municipal Council to pass by-laws 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 THEREFORE, the Mayor shall be a member Ex-Officio, of all Committees;

<u>Council</u>	
MAYOR DEPUTY MAYOR COUNCILLOR COUNCILLOR COUNCILLOR	Tony Fraser Allan Armstrong John Thompson Gary Annable Tyler Hoy
COUNTY COUNCIL ALTERNATE	John Thompson
<u>Officers, Agents and Staff</u>	
CHIEF ADMINISTRATIVE OFFICER (CAO) EMERGENCY PLANNING ADMINISTRATIVE OFFICIAL HUMAN RESOURCES MUNICIPAL HEAD RELATING TO OMBUDSMAN ACT	Angela Rutley
TREASURER	John J. Gareau
DEPUTY TREASURER	Johanna Barkley
TAX COLLECTOR	Michelle McDonell
CLERK DEPUTY CAO DIVISION REGISTRAR MARRIAGE LICENCE ISSUER CIVIL MARRIAGE OFFICIANT LOTTERY LICENSING OFFICER MUNICIPAL ELECTIONS RETURNING OFFICER COMMUNITY EMERGENCY MANAGEMENT COORDINATOR MUNICIPAL HEAD RELATING TO FREEDOM OF INFORMATION ACT	Jo-Anne McCaslin
DEPUTY DIVISION REGISTRAR DEPUTY MARRIAGE LICENCE ISSUER	Laurie Gibson
DEPUTY CLERK EMERGENCY INFORMATION OFFICER DEPUTY LOTTERY LICENSING OFFICER MUNICIPAL ELECTIONS DEPUTY RETURNING OFFICER CIVIL MARRIAGE OFFICIANT	Nancy Johnston
DIRECTOR OF PLANNING, BUILDING & ENFORCEMENT ZONING ADMINISTRATOR	Calvin Pol

DEPUTY CLERK & EXECUTIVE ASSISTANT TO THE DIRECTOR OF PLANNING, BUILDING & ENFORCEMENT PROPERTY STANDARDS COMMITTEE SECRETARY COMMITTEE OF ADJUSTMENT SECRETARY CIVIL MARRIAGE OFFICIANT	Jessica Manley
CHIEF BUILDING OFFICIAL BUILDING INSPECTOR PROPERTY STANDARDS OFFICER BY-LAW ENFORCEMENT OFFICER	Jacob Forget
BUILDING INSPECTOR	Brooke Radi
DEPUTY BUILDING OFFICIAL	Nicole Lowey
BUILDING INSPECTORS (On Call)	Dirk Testerink Donald Lewis Hilton Cryderman Harry Hutchinson
MUNICIPAL ENGINEERING CONSULTANTS	CIMA+ Canada Inc. (Primary) exp Services Inc. (Secondary)
DIRECTOR OF PUBLIC WORKS	Khurram Tunio
ASSISTANT MANAGER WATER & SEWER CIVIL MARRIAGE OFFICIANT DEPUTY MARRIAGE LICENCE ISSUER	MaryLynn Plummer
ROAD PATROL FOREMAN DRAINAGE SUPERINTENDENT TILE DRAINAGE INSPECTOR	John Oswald
DIRECTOR OF RECREATION & CULTURE	Meaghan Meerburg
FACILITIES MANAGER	Tom Dekker
RECREATION COORDINATOR	Brandon Cousineau
DIRECTOR OF WASTE MANAGEMENT	Douglas Froats
ECONOMIC DEVELOPMENT & COMMUNICATIONS OFFICER EMERGENCY INFORMATION OFFICER (A)	Stephen Mann
FIRE COMMISSIONER	Allan Armstrong (p)
FIRE DEPARTMENT LIAISON	Michael Gruich
FIRE CHIEFS	Ken Byers Raymond Sherrer Daniel Kelly Michael Gruich
DEPUTY FIRE CHIEFS	Trevor Carruthers Donald Levere Sandy Johnston Dave Lannin
SENIOR MUNICIPAL BY-LAW ENFORCEMENT OFFICER	Brent Mattice
INTERMEDIATE MUNICIPAL BY-LAW ENFORCEMENT OFFICER	Nicolas Hubble
BY-LAW ENFORCEMENT OFFICERS (as determined by the Township of Russell)	Roxanne Garland Millie Bourdeau

BY-LAW ENFORCEMENT OFFICERS for the purpose of issuing parking tickets)	John Oswald Daniel Kelly Barry Giberson
ANIMAL CONTROL BY-LAW ENFORCEMENT OFFICER	Kevin Casselman
LIVESTOCK POUND KEEPER(S)	William Toll (p) Richard Scheepers (p)
LIVESTOCK EVALUATORS	Richard Scheepers (p)
FENCEVIEWERS	Brent Copeland (p) Larry Stewart (p) Gerry Boyce (p)
WEED INSPECTOR (Appointed by County)	Peter Leyenaar
SITE PLAN REVIEW TEAM	Angela Rutley Calvin Pol Doug Froats Khurram Tunio Stephen Mann Paul Clarke (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
ART ON THE WATERFRONT COMMITTEE	Council Representative John Thompson (np) (Members as determined by the Committee from time to time)
SD&G ACCESSIBILITY COMMITTEE	North Dundas Representative Al Lummiss (np)
CANADA DAY COMMITTEE	(Members as determined by the Committee from time to time)
CHESTERVILLE CARNIVAL COMMITTEE	Council Representative John Thompson (np) (Members as determined by the Committee from time to time)
CHESTERVILLE AND DISTRICT HISTORICAL SOCIETY	(Members as determined by the Organization from time to time)

COMMITTEE OF ADJUSTMENT	Shirley Coons (p) Nicole McDonald (p) Donald Johnston (p) Gary Annable (p) John Havekes (p) Jessica Manley (Secretary)
MUNICIPAL EMERGENCY CONTROL GROUP	(As authorized by and stated in the North Dundas Emergency Plan) Head of Council CAO Director of Public Works Community Emergency Management Coordinator Emergency Information Officer Council Representative John Thompson (p)
EMERGENCY PLANNER	Kevin Spencer (p)
COMMUNITY EMERGENCY MANAGEMENT CO-ORDINATOR (A)	Daniel Kelly
EMERGENCY MANAGEMENT PROGRAM COMMITTEE CHAIR	Daniel Kelly
EMERGENCY MANAGEMENT PROGRAM COMMITTEE	(As authorized by and stated in the North Dundas Emergency Plan) Head of Council CAO Director of Public Works Community Emergency Management Coordinator Emergency Information Officer Council Representative John Thompson (p)
COMMUNITY IMPROVEMENT PLAN COMMITTEE	Council Representatives (np) Allan Armstrong Gary Annable (A) Municipal Representative Angela Rutley Municipal Representative Calvin Pol Municipal Representative Stephen Mann Community Representative Vince Zandbelt (np)
DAIRYFEST COMMITTEE	Council Representative Tyler Hoy (np) (Members as determined by the Committee from time to time)

FIRE CHIEFS 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 Jo-Anne McCaslin Tony Fraser Eric Duncan (non-voting member)
NORTH DUNDAS MOVIE COMMITTEE	Aaron Dellah (np) (Members as determined by the Committee from time to time)
PARADE OF LIGHTS COMMITTEE	(Members as determined by the Committee from time to time)
PROPERTY STANDARDS COMMITTEE	Shirley Coons (p) Nicole McDonald (p) Donald Johnston (p) Gary Annable (p) John Havekes (p) Jessica Manley (Secretary)
RECREATION COMMUNITY GRANT REVIEW COMMITTEE	Council Representative(s)(np) Gary Annable Tyler Hoy Angela Rutley Meaghan Meerburg
WINCHESTER DOWNTOWN REVITALIZATION COMMITTEE	Council Representative (np) Gary Annable (Members as determined by the Committee from time to time)
RIDEAU VALLEY CONSERVATION AUTHORITY	Gerry Boyce Representative (np)
SOUTH NATION CONSERVATION AUTHORITY	William Smirle Representative (np)
<u>Recreation Associations</u> Marionville Ormond/Harmony/Cloverdale South Mountain Morewood	(Members as determined by the Associations from time to time)

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

1. That By-law No. 2020-01 be hereby repealed.
2. That this By-law takes effect on the day of passing.

READ and passed in Open Council, signed and sealed this 19th day of January, 2021.

MAYOR

CLERK



ACTION REQUEST – Finance	
To:	Mayor and Members of Council
Date of Meeting:	January 19, 2021
Subject:	Interim Tax Levy By-law

RECOMMENDATION:

THAT By-Law No. 2021-02 being a By-law to Provide for an Interim Tax Levy Applicable to the Year 2021 and to Establish the due date thereof, be read and passed in Open Council, signed and sealed this 19th day of January 2021.

EXECUTIVE SUMMARY:

The *Municipal Act, 2001*, S. 317(1), provides that a local municipality, before the adoption of the budget for the year, may pass a by-law 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 by-law.”

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 date 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 2021 fiscal year.

We require a resolution of Council to approve the attached Interim Levy by-law.

OPTIONS AND DISCUSSION:

- 1. Approve the by-law as presented – recommended.**
- 2. Do not approve the by-law as presented – not recommended.**

OTHERS CONSULTED:

CAO
Deputy Treasurer
Tax Administrator

ATTACHMENTS:
By-Law # 2021-02.

PREPARED BY:



John Gareau, CPA, CA, AMCT
Treasurer, Director of Finance

REVIEWED & APPROVED BY:



Angela Rutley, BBA
CAO

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS
BY-LAW NO. 2021-02

Being a By-Law to Provide for an Interim Tax Levy Applicable to the Year 2021 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 by-law 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 by-law;

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 by-law shall not exceed 50% of the 2020 tax rates using the 2020 "Annualized Assessment" for each assessed property;
- 2.0 That the interim tax levy imposed by this by-law shall become due and payable in one installment having a due date of March 31, 2021;
- 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 19th day of January, 2021.

MAYOR

CLERK



ACTION REQUEST – Finance	
To:	Mayor and Members of Council
Date of Meeting:	January 19, 2021
Subject:	Borrowing By-law No. 2021-03

RECOMMENDATION:

THAT By-Law No. 2021-03 being a By-Law Respecting the Borrowing of Money by the Corporation (with the Bank of Montreal) be read and passed in Open Council, signed and sealed this 19th day of January 2021.

EXECUTIVE SUMMARY:

We require a resolution of council to approve the attached borrowing by-law; this is necessary in order to satisfy the bank's requirements regarding our borrowing capabilities. Although we do not anticipate having to incur any bank borrowings for the ensuing year, it is always better to be prepared. The bank requires that Council sign a new borrowing by-law each year.

OPTIONS AND DISCUSSION:

1. **Approve the by-law as presented** – recommended.
2. **Do not approve the by-law as presented** – not recommended.

ATTACHMENTS:

By-Law # 2021-03

PREPARED BY:

John Gareau, CPA, CA, AMCT
Treasurer, Director of Finance

REVIEWED & APPROVED BY:

Angela Rutley, BBA
CAO

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BY-LAW NO. 2021-03

Being a By-law 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 By-law 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 Counsel 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 By-law when sanctioned by the Council shall be irrevocable until a By-law repealing this By-law 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 By-Law 2020-03 is hereby repealed.

READ and passed in Open Council, signed and sealed this 19th day of January, 2021.

MAYOR

CLERK



ACTION REQUEST – Planning Building and Enforcement	
To:	Mayor and Members of Council
Date of Meeting:	January 19, 2021
Subject:	Tariff of Fees By-law - Planning Matters

RECOMMENDATION:

THAT By-law No. 2021-04 being a By-law to update and replace Tariff of Fees By-law No. 2018-21 be read and passed in Open Council, signed and sealed this 19th day of January, 2021.

EXECUTIVE SUMMARY:

The Tariff of Fees By-law for planning matters has not been updated in almost three (3) years. This housekeeping update takes into account: inflation factors, minor adjustments to the actual expenses and costs associated with the planning matters, clarifying certain planning fees, and also considers other neighbouring municipalities' fees.

PLANNING ACT - TARIFF OF FEES:

Section 69 (1) states that:

The council of a municipality, by by-law, may establish a tariff of fees for the processing of applications made in respect of planning matters, which tariff shall be designed to meet only the anticipated cost to the municipality or to a committee of adjustment constituted by the council of the municipality in respect of the processing of each type of application provided for in the tariff. R.S.O. 1990, c. P.13, s. 69 (1); 1996, c. 4, s. 35 (1).

BACKGROUND:

The current Tariff of Fees By-law No. 2018-21 has not been updated since it was passed on May 8, 2018. Inflation has increased by 5.2% over this period. That alone translates into a \$5.20 increase on a \$100 application. Based on the inflation amount, a \$400.00 planning fee has been adjusted to \$420.00.

The draft fees by-law adds a few categories to clarify applicable planning fees where there was confusion. Some fees have been adjusted slightly to bring the planning fees closer to cost recovery. Where appropriate, some fees remained unchanged.

OPTIONS AND DISCUSSION:

- 1. Adopt the by-law as presented – recommended.**

2. **Do Nothing** – not recommended. The current fees for planning matters would remain the same.
3. **Modify the fees** – not recommended. Any modification needs to reflect the work required to process an application. The proposed fees generally reflect the actual costs, but tend to be lower than actual expenses to process the application.

FINANCIAL ANALYSIS:

If the fees are increased, the revenue generated will assist in offsetting actual costs to perform the tasks involved in processing planning applications.

OTHERS CONSULTED:

Chief Administrative Officer
Planning Departments
Similar municipalities (based on population)

ATTACHMENTS:

Draft By-law No. 2021-04

PREPARED BY:



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

REVIEWED & APPROVED BY:



Angela Rutley, BBA
CAO

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS BY-LAW No. 2021-04

Being a By-law to replace By-law No. 2018-21 to prescribe a Tariff of Fees for the processing of applications made in respect of planning matters in the Township of North Dundas

WHEREAS Section 69 of the *Planning Act, Chapter P.13, R.S.O. 1990*, as amended, permits the Council of a municipality to prescribe by by-law, a tariff of fees for the processing of applications made in respect of planning matters;

AND WHEREAS The Corporation of the Township of North Dundas has passed By-law No. 2018-21 which prescribes a tariff of fees for the processing of certain applications made in respect of planning matters;

AND WHEREAS Council deems it desirable and necessary to modify and update its tariff of fees;

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

- 1.0** This By-law shall be known as the “Township of North Dundas Tariff of Planning Fees By-law”.
- 2.0** That the fees for the processing of individual applications respecting planning related matters shall be those set out in Schedule “A” hereto attached and forming part of this By-law.
- 3.0** All fees herein prescribed are due and payable to The Corporation of the Township of North Dundas at the time of submission of an application made in respect to a planning matter set out in Schedule “A” or as set out by agreement pursuant to Section 7.
- 4.0** The fee for the submission of any planning matter to the Local Planning Appeal Tribunal (the Tribunal) for a hearing shall be \$2,500.00 for the first day of proceedings and \$1,500.00 for each additional day according to the Clerk’s estimate of the length of hearing time required. The Township will only require such fee when the Township is a proponent of and/or supports the application. Should costs exceed the amounts above, Council will request the additional funds from the applicant.
- 5.0** Notwithstanding the required fees stated in Section 2 and Section 4, Council may, by resolution, refund to the applicant any portion of the fees not used for the processing of an application or for a Local Planning Appeal Tribunal hearing.
- 6.0** Any person who is required to pay a fee for the processing of an application as stated in Section 2 or as set out herein, may pay the amount of the fee under protest and thereafter appeal to the Local Planning Appeal Tribunal within thirty (30) days of payment of the fee in the manner described in Section 69(3) of the *Planning Act, R.S.O. 1990*, as amended.
- 7.0** Notwithstanding the planning application fees as set out in Section 2 or 4 of this By-law, Council may at its discretion, require an applicant to enter into an agreement wherein the estimated costs are anticipated to substantially exceed those prescribed, such agreement being attached as Schedule “B”, hereto attached and forming part of this By-law.
- 8.0** If Council turns down an application at any point prior to completion, a refund of the balance of the remaining fee may be made, without interest. The costs of the

works completed shall be calculated by the Director of Planning, Building and Enforcement or their representative.

- 9.0** If an applicant withdraws their application at any point prior to completion, a refund of the balance of the remaining fee may be made, without interest. The costs of the works completed shall be calculated by the Director of Planning, Building and Enforcement or their representative.
- 10.0** Despite Section 3, the consent application fee shall be payable to The Corporation of the Township of North Dundas prior to a review and recommendations by the Township of North Dundas, and is not refundable.
- 11.0** Despite Section 3, the fee as herein set out in Section 3 shall be due and payable within thirty (30) days from notice date contained in the Local Planning Appeal Tribunal "Appointment for Hearing" notice.
- 12.0** Where an applicant re-activates any dormant planning application (inactive for more than 12 months) which has not received final approval, the applicant shall submit to the Township of North Dundas half (50%) of the appropriate fee for the processing of individual applications respecting planning related matters set out in Schedule "A". The re-activation fee shall be payable prior to the commencement of work by the Township of North Dundas. Council may, at its discretion, require an applicant to enter into an agreement wherein the estimated costs are anticipated to substantially exceed those prescribed, such agreement being attached as Schedule "C", hereto attached and forming part of this By-law.
- 13.0** Where an applicant re-activates any dormant planning approval (example: an inactive subdivision for more than 24 months), the applicant shall submit to the Township of North Dundas \$1,000.00 for administration costs related to the re-activation.
- 14.0** Payment of all fees is due at the time the expense is incurred, unless otherwise stated and may be made by debit, cash or cheque or certified cheque.
- 15.0** No request by any person for any service or activity regarding applications made in respect of those planning matters described in Schedule "A" will be processed or provided by the Township of North Dundas, unless and until the person requesting the service or activity has paid the applicable fee in the prescribed amount as set out in Schedule "A" to this By-law.
- 16.0** If a person has applied to the United Counties of SD&G for multiple severance(s) and/or lot addition(s) from, or to, the same parcel the fee shall be reduced to the highest fee applicable for one of the applications.
- 17.0** Where the municipality requires legal, engineering, planning or other external expertise concerning a planning related application, the applicant shall be responsible for reimbursing the municipality for all municipal costs associated with the aforementioned external expertise.
- 18.0** Should any part of this By-law, including any part of Schedule "A", be determined by a Court of competent jurisdiction to be invalid or of no force and effect, it is the stated intention of Council that such invalid part of the By-law shall be severable and that the remainder of this By-law including the remainder of Schedule "A", as applicable, shall continue to operate and to be in force and effect.
- 19.0** All applications in respect of planning matters submitted on or before January 19, 2021, shall continue to be governed by By-law No. 2018-21, with respect to the payment of applicable fees.

20.0 All applications in respect of planning matters submitted after January 19, 2021, shall be subject to and governed by this By-law with respect to the payment of applicable fees.

21.0 A deposit of \$2,500.00 shall be paid to the Township of North Dundas to cover the cost of undertaking a peer review of any technical study submitted in support of an application for an official plan amendment, a plan of subdivision, severance application, site plan control application or a rezoning.

21.1 The above noted deposit shall be paid in respect of each separate technical study deemed to require a peer review.

21.2 Prior to initiating a peer review, the Township shall obtain a written quote from its selected consultant. If such quote exceeds the amount of the deposit, the applicant shall deposit a further amount to cover such a difference.

22.0 Peer Review:

For the purposes of this By-law, technical studies shall include:

- (a) hydrogeological reports;
- (b) hydrology reports;
- (c) storm water management reports;
- (d) environmental impact reports
- (e) wetland evaluations;
- (f) servicing options reports;
- (g) water supply system or sewage disposal systems;
- (h) traffic studies;
- (i) soils reports
- (j) noise assessment reports;
- (k) dust studies;
- (l) blasting and vibration reports;
- (m) contaminated site evaluations;
- (n) market impact analyses
- (o) flood plain studies; and
- (p) other technical studies required under the United Counties Official Plan

22.1 A hydrogeological peer review is required for any development proposed on private servicing with 5 or more dwelling units or a development that will generate more than 10,000 litres of sewage flow.

22.2 Where a deposit is required within this By-law, a refund of any remaining funds will be made after completion of the matter.

22.3 If costs exceed the deposited amount, then the outstanding amount shall be paid before the signing of the documents by municipal staff.

23.0 This By-law shall come into force and take effect on the 20th day of January, 2021.

24.0 By-law No. 2018-21 of The Corporation of The Township of North Dundas is hereby repealed.

READ and passed in Open Council, signed and sealed this 19th day of January, 2021.

MAYOR

CLERK

SCHEDULE “A” TO
BY-LAW No. 2021-04

MAYOR

CLERK

TYPE OF APPLICATION		FEES
Official Plan		
1.1	Amendment	\$2,100.00 (Township fee)
1.2	Joint Official Plan Amendment and Zoning By-law Amendment	\$3,300.00
Zoning Amendment		
2.1	Zone Change for Aggregate	\$4,200.00
2.2	Removal of Holding	\$650.00
2.3	Surplus Dwelling	\$500.00
2.4	Other	\$2,000.00
2.5	If Built or Used Without a Permit	\$2,800.00
Temporary Amendment		
3.1	Temporary Use	\$1,050.00
3.2	Garden Suite (with agreement)	\$1,500.00
Minor Variance / Authorization		
4.1	Residential	\$630.00
4.2	Commercial / Industrial	\$840.00
4.3	Religious Institution / Not-For-Profit	\$420.00
4.4	Other Institutional	\$630.00
4.5	If Built Without a Permit	\$1,100.00
Land Severance / Consent		
5.1	Lot Addition(s)	\$630.00
5.2	New Lot Created	\$840.00
5.3	Other Consent(s)	\$840.00
5.4	Clearance of Conditions	Included above
Site Plan Control		
6.1	Residential	\$105.00 per dwelling unit Min \$500.00, Max \$2,600.00
6.2	Other – Major	\$2,100.00
6.3	Other – Minor	\$950.00
6.4	Amendment to Existing Site Plan	\$600.00
6.5	Engineering Deposit	\$5,000.00
6.6	Security Deposit	50% of Cost of Site Works
Plan of Condominium		
7.1	All Types	\$150.00 per unit
7.2	Engineering Deposit	\$10,000.00
Subdivisions		
8.1	Draft Plan Application	\$2,100.00 (1 to 29 lots) \$4,200.00 (30 to 99 lots) \$10,500.00 (100 lots or more)
8.2	Engineering Deposit	\$10,000.00
8.3	Work Surveillance	5% of Cost of Site Works
8.4	Agreement / Legal / Administrative	\$6,000.00
8.5	Clearance of Conditions Letter, including Hydro Layout	\$500.00
8.6	Partial or Full Release of Securities (all requests must be in writing)	\$300.00
8.7	Part Lot Control	\$400.00

Agreements		
9.1	Encroachment, Development Charge, Late Payment, Lifting of 0.3 m Reserve, Agreements Related to Planning Matters	\$300.00, plus any legal, engineering and/or surveying fees
9.2	Related to Right-of-Ways	\$300.00, plus any legal, engineering, and/or surveying fees
Cash-in-lieu		
10.1	Parking Agreement	\$400.00 plus registration costs plus cash-in-lieu (if applicable)
10.2	Parkland (Residential)	\$3,500.00/Lot or 5% value (whichever is less)
Municipal Consultation		
11.1	Industry Canada Antenna	\$1,200.00
11.2	Renewable Energy Projects	\$100.00 (less than 10kW) \$400.00 (10kW to 1mW) \$3,000.00 (greater than 1mW)
11.3	Local Planning Appeal Tribunal Deposit	\$2,500.00, plus actual costs
Compliance Letters		
12.1	Zoning Authorization	\$60.00
12.2	Compliance Report	\$80.00
12.3	Compliance Report (2 business days)	\$100.00
12.4	Environmental Compliance Letters	\$150.00
12.5	AGCO Compliance Letter	\$55.00
Additional Fees		
13.1	Peer Review Deposit	\$2,500.00
13.2	Engineering Review Deposit	\$5,000.00
13.3	Release of Securities	\$300.00
13.4	Basic Agreement	\$300.00
13.5	Printed Map (11"x17" or smaller)	\$5.00
13.6	Printed Map (larger than 11"x17")	\$15.00
13.7	Dedication of Public Highways/ Road Widening By-law/Road Opening By-law	\$300.00
13.8	Peer Review of Hydrogeology of development of 5 dwelling units or more or commercial development on private system generating 10,000 litres or more of sewage flow	\$8,000.00 Deposit plus applicant responsible for actual costs

Notes:

A minor Zoning By-law Amendment shall mean an amendment to change a setback requirement, a lot area change or to permit an apartment in a house.

A major zoning by-law amendment shall mean all other amendments, including a change in use or to create an exception zone.

Surplus Dwelling Amendment (SDA): shall mean an amendment to the Zoning By-law to prohibit residential use on agricultural land resulting from a condition of severance (farm surplus dwelling).

For Engineering Deposits, additional fees may be required or the balance reimbursed at the completion of the terms of the agreement.

The tariff of fees prescribed shall not include the processing of objections to Amendments or appeals of the Committee of Adjustment decisions; the attendance of the municipality before any Administrative Tribunals or any public meetings other than those formally required by the Planning Act; the legal cost of the preparation Subdivision Agreements; the review of a proposal by a consultant retained by the municipality; or any other matters directly associated with processing a planning application which are not noted. The municipality may require additional deposits before proceeding with any matters detailed above.

**SCHEDULE “B” TO
BY-LAW No. 2021-04**

**REVIEW AND PROCESSING AGREEMENT
FOR PLANNING APPLICATIONS**

THIS AGREEMENT made in triplicate this _____ day of _____, 202__.

BETWEEN: _____

Hereinafter called the "Owner"

OF THE FIRST PART,

AND:

The Corporation of the Township of North Dundas,

Hereinafter called the "Township"

OF THE SECOND PART,

WHEREAS the Owner, or the authorized agent, has submitted a planning application to Township of North Dundas;

AND WHEREAS in order to undertake the review and processing of such an application or applications, the Township may be required to engage and retain surveyors, legal counsel, planning consultants or other professional services;

AND WHEREAS the Owner agrees to reimburse the Township for such expenditures incurred, including administration staff time and other associated expenses required to carry out the review and the processing of the applications in question;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and conditions hereinafter expressed, the parties hereby agree as follows:

1. The Owner shall, notwithstanding whether the said application receives approval, reimburse the Township an amount equal to all incurred expenditures for the review and processing of the said application or applications.
2. The Owner shall deposit with the Treasurer of the Township the required fee as specified in By-law 14-2015 known as the Tariff of Fees By-law, upon execution of the Agreement. The monies deposited shall be applied against the expenditures incurred by the Township for the review and processing of planning applications.
3. The Council of the Township may, by written notification to the Owner within thirty (30) days of the execution of this Agreement, require that the Owner submit additional financial security in order to meet the anticipated costs to the Township. The amount requested, including the form of the financial security to be provided, shall be determined by the Township upon the recommendation of their counsel and/or planning consultants.

- 4. Where the required deposit, pursuant to paragraph 1 of this Agreement, does not cover incurred costs, and where no additional form of security has been requested within the prescribed period pursuant to paragraph 3 of this Agreement, the Township shall provide an itemized statement of account with supporting documentation to date, less the amount of the prescribed fee, and the Owner shall pay to the Township the amount due within thirty (30) days from the date of invoice. All past due accounts will be charged interest at the preferential rate of the Township's bank plus two (2) percent per month or a fraction thereof.
- 5. It is further agreed that should the said application be referred to the Ontario Municipal Board, the owner will deposit the required fees as set out in By-law 14-2015. Where additional costs are anticipated or incurred by the Township, the provisions of paragraph 3 or 4 shall apply.
- 6. The Owner may stop the processing of the said application at any time by notifying the Clerk of the Township in writing, by registered mail or in person.
- 7. Within thirty (30) days of the date of final approval or cessation of the review process, the Township shall provide an itemized statement of account with supporting documentation to date, including any financial security utilized, and shall remit the balance, including any form of financial security on hand.
- 8. The Owner hereby agrees to indemnify and save harmless, The Corporation of the Township of North Dundas, including its officers, of all liability which may result from the review and the processing of the said application.
- 9. This Agreement and everything herein contained shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal, and the Township has hereunto affixed its corporate seal by the hands of its proper signing officers authorized in that behalf this _____ day of _____, 202_____.

SIGNED, SEALED AND DELIVERED)	
in the presence of)	
)	
_____)	_____
)	
)	
_____)	_____

THE CORPORATION OF THE
TOWNSHIP OF NORTH DUNDAS

Per: _____
MAYOR

Per: _____
CLERK

**SCHEDULE “C” TO
BY-LAW No. 2021-04**

**AGREEMENT
FOR RE-ACTIVATING PLANNING APPLICATIONS**

THIS AGREEMENT made in triplicate this ____ day of _____, 202__.

BETWEEN: _____

Hereinafter called the “Owner”

OF THE FIRST PART,

AND:

The Corporation of the Township of North Dundas,

Hereinafter called the “Township”

OF THE SECOND PART,

WHEREAS the Owner, or the authorized agent, has reactivated a planning application with the Township of North Dundas;

AND WHEREAS in order to undertake the review and processing of such an application or applications, the Township may be required to engage and retain surveyors, legal counsel, planning consultants or other professional services;

AND WHEREAS the Owner agrees to reimburse the Township for such expenditures incurred, including administration staff time and other associated expenses required to carry out the review and the processing of the applications in question;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and conditions hereinafter expressed, the parties hereby agree as follows:

1. The Owner shall, notwithstanding whether the said application receives approval, reimburse the Township an amount equal to all incurred expenditures for the review and processing of the said application or applications.
2. The Owner shall deposit with the Treasurer of the Township the required fee as specified in By-law 14-2015, known as the Tariff of Fees By-law, upon execution of the Agreement. The monies deposited shall be applied against the expenditures incurred by the Township for the review and processing of planning applications.
3. The Council of the Township may, by written notification to the Owner within thirty (30) days of the execution of this Agreement, require that the Owner submit additional financial security in order to meet the anticipated costs to the Township. The amount requested, including the form of the financial security to be provided, shall be determined by the Township upon the recommendation of their counsel and/or planning consultants.

- 4. Where the required deposit, pursuant to paragraph 1 of this Agreement, does not cover incurred costs, and where no additional form of security has been requested within the prescribed period pursuant to paragraph 3 of this Agreement, the Township shall provide an itemized statement of account with supporting documentation to date, less the amount of the prescribed fee, and the Owner shall pay to the Township the amount due within thirty (30) days from the date of invoice. All past due accounts will be charged interest at the preferential rate of the Township's bank plus two (2) percent per month or a fraction thereof.
- 5. It is further agreed that should the said application be referred to the Ontario Municipal Board, the owner will deposit the required fees as set out in By-law 14-2015. Where additional costs are anticipated or incurred by the Township, the provisions of paragraph 3 or 4 shall apply.
- 6. The Owner may stop the processing of the said application at any time, by notifying the Clerk of the Township by registered mail.
- 7. Within thirty (30) days of the date of final approval or cessation of the review process, the Township shall provide an itemized statement of account with supporting documentation to date, including any financial security utilized, and shall remit the balance, including any form of financial security on hand.
- 8. The Owner hereby agrees to indemnify and save harmless, The Corporation of the Township of North Dundas, including its officers, of all liability which may result from the review and the processing of the said application.
- 9. This Agreement and everything herein contained shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal, and the Township has hereunto affixed its corporate seal by the hands of its proper signing officers authorized in that behalf this _____ day of _____, 202____.

SIGNED, SEALED AND DELIVERED)
in the presence of)
_____)_____
_____)_____
_____)

THE CORPORATION OF THE
TOWNSHIP OF NORTH DUNDAS

Per: _____
MAYOR

Per: _____
CLERK



ACTION REQUEST – Planning Building and Enforcement	
To:	Mayor and Members of Council
Date of Meeting:	January 19, 2021
Subject:	By-law Enforcement Contract Renewal

RECOMMENDATION:

THAT By-law No. 2021-05, being a By-law to authorize the execution of a contract of employment with Brent Mattice for Municipal By-law Enforcement Services within the Municipality be read and passed in Open Council, signed and sealed this 19th day of January, 2021.

BACKGROUND:

Mr. Mattice has been providing professional enforcement services to the Township of North Dundas since April 2017 and his current contract for employment is due for renewal. His expertise and background have been a great resource to the Township dealing with special projects, drafting by-laws, and providing general assistance as required to the By-law Enforcement division.

The department is proposing to continue to use the professional services of Mr. Mattice, on a limited, as-needed basis to assist with by-law enforcement, updating by-laws, and special projects assigned by Council.

OPTIONS AND DISCUSSION:

1. Adopt the by-law as presented – Recommended.
2. Do nothing – Not Recommended. By-law enforcement would lose a key resource.

FINANCIAL ANALYSIS:

Funds have been allocated in the 2021 budget for Mr. Mattice's contract services.

OTHERS CONSULTED:

Chief Administrative Officer
 Chief Building Official and Supervisor of By-law Enforcement
 Intermediate By-law Officer

ATTACHMENTS:

Draft By-law No. 2021-05

PREPARED BY:



**Calvin Pol, BES, MCIP, RPP
Director of Planning, Building &
Enforcement**

REVIEWED & APPROVED BY:



**Angela Rutley, BBA
CAO**

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BY-LAW No. 2021-05

Being a By-law of the Corporation of the Township of North Dundas to authorize the execution of a contract of employment agreement with Brent Mattice for Municipal By-law Enforcement Services within the Municipality

WHEREAS the *Municipal Act, 2001, S.O. 2001, Chapter 25*, Section 11 (2), as amended, provides the municipality with authority to pass By-laws respecting governance, health and safety, and protection of persons and property;

AND WHEREAS Section 3(2) of the Building Code Act requires that Council appoint such inspectors as are necessary for the enforcement of the Building Code Act in the areas in which the municipality has jurisdiction;

AND WHEREAS Council enacted By-law 01-2006, being a By-law respecting construction, demolition, change of use, and inspection of buildings;

AND WHEREAS Council enacted By-law 20-2012, being a By-law to provide standards for the maintenance and occupancy of property in the Township of North Dundas;

AND WHEREAS Council enacted By-law 2019-43, being a By-law to establish an Administrative Monetary Penalty System in the Township of North Dundas;

AND WHEREAS Council enacted By-law 36-2000, being a By-law requiring properties and streets to be maintained in a safe condition and kept clear of waste;

AND WHEREAS Council enacted By-law 38-2000, being a By-law to regulate the keeping of dogs and licensing of dogs;

AND WHEREAS Brent Mattice was appointed by Council as the Municipal By-law Enforcement Officer on April 11, 2017 and his contract has expired;

AND WHEREAS to effectively implement certain provisions of the above-noted By-laws among others, the Council of The Corporation of the Township of North Dundas now deems it expedient to authorize the Mayor and Chief Administrative Officer to execute an agreement with Brent Mattice respecting Municipal By-law Enforcement within the municipality;

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

- 1.0 That the Mayor and Chief Administrative Officer be and are hereby authorized to execute an agreement with Brent Mattice for Municipal By-law Enforcement

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BY-LAW No. 2021-05

Services within the Municipality and to do all manner of act or anything to give full force and effect to this By-law.

- 2.0 That By-law No. 2017-14 and By-law No. 2019-25 are hereby repealed in their entirety.

READ and passed in Open Council, signed and sealed this 19th day of January, 2021.

MAYOR

CLERK

C.S.



ACTION REQUEST – Planning Building and Enforcement	
To:	Mayor and Members of Council
Date of Meeting:	January 19, 2021
Subject:	Security Exchange - Sale of Lots - Forestwood Heights Subdivision

RECOMMENDATION:

THAT By-law No. 2021-06, being a By-law to modify By-law No. 2020-57 being a By-law to confirm the exchange of security between The Corporation of the Township of North Dundas and the Estate of Ruth Levy for the Forestwood Heights Subdivision registered as Plan 99, be read and passed in Open Council, signed and sealed this 19th day of January, 2021.

BACKGROUND:

On November 17, 2020, Council passed By-law No. 2020-57 authorizing the exchange of the two remaining security lots for cash (\$150,000.00). The transaction took place on December 18, 2020. The two lots were sold for \$160,000, less expenses (legal fees, real estate commission, registry fees, etc). When By-law No. 2020-57 was passed, we anticipated that these fees and commissions would be less than \$10,000.00 and the Township would retain at least \$150,000 from the sale. On January 6, 2021, the Township Solicitor submitted the completed documents and proceeds from the sale. Expenses exceeded the projected \$10,000.00 by \$6,072.44 (\$1,849 in HST). As the real estate commission and legal fees were higher than projected, the Township only received \$143,927.56 from the sale. This amount is less than the projected \$150,000.00 security exchange and therefore By-law No. 2020-57 needs to be adjusted accordingly for record keeping purposes.

OPTIONS AND DISCUSSION:**1. Adopt the By-law as presented – recommended.**

The Township has \$6,072.44 less cash as security in the event of default. North Dundas Township has \$243,927.56 in cash as security instead of \$250,000.00 to complete the deficient items in the subdivision.

2. Do not adopt the By-law – not recommended.

Under this option, the Township would have to have the Township Solicitor seek out methods to obtain the difference from the Estate of Ruth Levy. Legal fees and expenses to do so would likely outweigh the benefit.

FINANCIAL ANALYSIS:

The transfer of the security lots for cash will enable to Township to easily complete the subdivision in the event the owner defaults. The two lots will also be held in private ownership which will result in additional property taxes for the Township.

OTHERS CONSULTED:

Township Solicitor
Developer's lawyer
CAO

ATTACHMENTS:

Draft of By-law No. 2021-06

PREPARED BY:



**Calvin Pol, BES, MCIP, RPP
Director of Planning, Building &
Enforcement**

REVIEWED & APPROVED BY:



**Angela Rutley, BBA
CAO**

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BY-LAW No. 2021-06

Being a By-law to modify By-law No. 2020-57, being a By-law to confirm the exchange of security between The Corporation of the Township of North Dundas (formerly The Corporation of the Township of Mountain) and the Estate of Ruth Levy for the Forestwood Heights Subdivision registered as Plan 99

WHEREAS Ruth Levy and Aron Levy, pursuant to the terms of the Subdivision Agreement registered on the 22nd day of December, 1983 as Instrument No. 47268, conveyed certain lands including Lots 11 and 12, Plan No. 99, former Township of Mountain, now Township of North Dundas, to The Corporation of the Township of Mountain (now known as The Corporation of the Township of North Dundas) by deed registered in the Registry Office as Number 73831 on June 8th, 1992, for security under the Agreement;

AND WHEREAS Council passed By-law No. 2020-57 authorizing the sale of the two remaining security lots in Phase 3 in exchange for a cash deposit.

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

- 1.0 That Section 1 of By-law No. 2020-57 is hereby amended by deleting “\$150,000.00” and replacing it with “\$143,927.56”.
- 2.0 All other applicable provisions of By-law No. 2020-57 shall continue to apply.

READ and passed in Open Council, signed and sealed this 19th day of January, 2021.

MAYOR

CLERK



ACTION REQUEST – Planning Building and Enforcement	
To:	Mayor and Members of Council
Date of Meeting:	January 19, 2021
Subject:	UCDSB Winchester Public School - Site Plan Agreement By-law

RECOMMENDATION:

THAT By-law No. 2021-07, being a By-law to authorize the Mayor and Clerk to enter into a Site Plan Control Agreement between the Township of North Dundas and the Upper Canada District School Board, be read and passed in Open Council, signed and sealed this 19th day of January, 2021.

EXECUTIVE SUMMARY:

Subject to some minor modifications (example: barrier-free parking signage), the site plans for a day care in the Winchester Public School were reviewed and approved by the Site Plan Control Group on November 27, 2020. On January 6, 2021, the Upper Canada District School Board submitted final revised site plans which include Council's and the Site Plan Group's requested changes. Council can now authorize the draft By-law to enter into a Site Plan Agreement.

BACKGROUND:

On March 3, 2020, Council adopted Resolution #04 to accept in principle the concept plans for a day care addition and proposed cost allocation plan, and to provide direction to the Upper Canada District School Board regarding off-site works. The requested modifications to the site plans have been made and a final set of plans provided to the Township (Dated December 9, 2020).

At the March 3, 2020 meeting, Council requested follow-up on six questions. The responses are in blue italics below:

1. What are the proposed traffic routes for buses (morning and afternoon) (May, York, Clarence)?

The Student Transportation of Eastern Ontario (STEO) has indicated their approval of the conceptual plans. Upon Council approval of the conceptual plans, we will request traffic routes from STEO when we are closer to the construction phase and all efforts will be made to ease traffic flow and maintain schedules. Currently there are only 5 buses and one van. The location of the childcare drop-off lane (York Street), school drop-off lane (Louise Street) and Bus Lane (Clarence Street) are conducive to improved traffic flows and were the objective/analysis of the Impact Traffic Study.

2. Is the intent to use both drop-off lanes (School and daycare) for the afternoon school pick-up?

It can be, as some of the students could be siblings in either the school and childcare programs and times between the Childcare and School are staggered. These spaces are meant to have fluid, integrated functionality.

3. Will there be conflicts with the drop-off times and pick-up times between the school and the daycare? (Please confirm that the drop-off time will be staggered for the daycare and school.)

Yes, drop-off times and pick-up times are different and staggered. Currently the program times are; School: 9:15 am to 3:35 pm and proposed Childcare hours: 6 am to 6 pm.

4. When the drop off areas are full of cars waiting, how will parents/caregivers pick up kids with the new design?

The design is that a short-term pickup/drop-off is the intent of the lanes and parents waiting longer or wanting to enter the school would use the parking lot. The lot is conceptually designed larger than the Traffic Impact Study recommendations to accommodate this and larger school functions.

5. Will parents/caregivers picking up their children have access to the gated school parking lot? If so, please explain how the parking lot gate will work for parents. Will the gate go up at 3:15 pm for parents to come and park? Cardlock?

These are functional questions; however, yes, we will be looking at alternatives such as those described above to ease flow of traffic and can be adjusted accordingly due to the proposed software technology of the gates control system.

6. How many children are dropped off and picked up by car on an average day?

Based on School Administrators observations an average of 30 to 40.

As a footnote, major changes to parking, bus lanes, and drop-offs are communicated to the school, staff, childcare and parents by various forms including social media prior to school start. We have found that education, communication and monitoring have been successful tools in changing behaviour and culture for a positive result.

The UCDSB expects the Ministry of Education to announce funding and construction approval in early 2021 for the new day care.

OPTIONS AND DISCUSSION:

1. **Adopt By-law No. 2021-07** – recommended.

2. **Do Nothing** – not recommended. The proponents can take legal action for failing to move forward with their Site Plan Application.
3. **Refuse the request** – not recommended. The proponents can take legal action for failing to move forward with their Site Plan Application, or the proposed expansion may be abandoned.

FINANCIAL ANALYSIS:

The UCDSB is financing the modifications to York Street and Louise Street. This includes the York Street mid-street crosswalk, signaling, signage, and required streetlighting changes. Sidewalk enhancements on Clarence Street would be a Township responsibility and are included in the 2021 draft budget to align with construction of the new daycare.

OTHERS CONSULTED:

Township Traffic Engineering Consultant
County Engineer
Director of Public Works
Site Plan Control Group
CAO
UCDSB

ATTACHMENTS:

Draft By-law No. 2021-07

UCDSB Concept Plans:

- A-001 Dated January 4, 2021
- A-002 Dated January 4, 2021

PREPARED BY:



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

REVIEWED & APPROVED BY:



Angela Rutley, BBA
CAO

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BY-LAW No. 2021-07

Being a By-law to authorize the Mayor and Clerk to enter into a Site Plan Control Agreement between the Township of North Dundas and the Upper Canada District School Board

WHEREAS the Council of The Corporation of the Township of North Dundas deems it necessary and in the public interest to enter into a Site Plan Agreement for a building addition (Day Care) with the owners of land known as 547 Louise Street, Winchester, legally described as Lots 8 and 9, Registrar’s Compiled Plan No. 70, including Part 1 on Reference Plan 8R-2582, Geographic Village of Winchester, now the Township of North Dundas, in the County of Dundas (PIN 66102-0251 LT and PIN 66102-0252 LT);

AND WHEREAS the Council of The Corporation of the Township of North Dundas passed By-law No. 65-1998, being a By-law to establish a Site Plan Control Area pursuant to Section 41 of the *Planning Act, R.S.O. 1990, Chapter P.13*, as amended, on the aforementioned subject property;

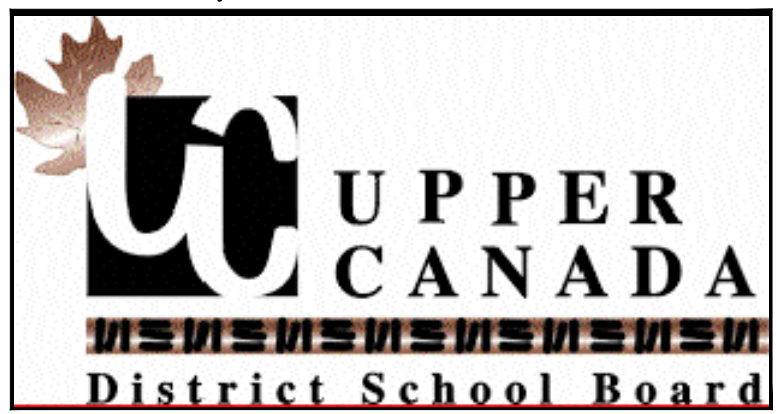
NOW THEREFORE the Council of The Corporation of the Township of North Dundas enacts as follows:

- 1.0** That the Mayor and Clerk are hereby authorized to sign a Site Plan Agreement with Upper Canada District School Board for a building addition (Day Care) on part of the land known as 547 Louise Street, Winchester (PIN 66102-0251 LT), and site plan works on PIN 66102-0252 LT, Geographic Village of Winchester, now the Township of North Dundas, in the County of Dundas.
- 2.0** That this By-law shall come into force and take effect on the date of its final passing.

READ and passed in Open Council, signed and sealed this 19th day of January, 2021.

MAYOR

CLERK



GRAPHIC LEGEND

- NEW ASPHALT SURFACE - SEE CIVIL
- NEW SODDED AREA
- NEW CONCRETE SIDEWALK / PAD - SEE CIVIL
- NEW UNIT PAVERS SURFACE - SEE CIVIL

SITE PLAN NOTES:

1. NEW CONCRETE SIDEWALK. REMOVE EXISTING CONCRETE AND/OR ASPHALT SURFACES TO SUIT. SEE CIVIL.
2. NEW CONCRETE CURB. NEW CONCRETE CURBS TO BE INSTALLED AS PER DRAWINGS (SEE CIVIL) & AS FOLLOWS:
 1. ALONG BOTH SIDES OF YORK STREET FROM LOUISE STREET TO ST. LAWRENCE STREET.
 2. ALONG BOTH SIDES OF LOUISE STREET FROM YORK STREET TO CLARENCE STREET.
 3. ALONG SCHOOL SIDE OF CLARENCE STREET.
 4. AROUND ENTIRE PERIMETER OF NEW SCHOOL PARKING LOT LOCATED SOUTH OF YORK STREET (INCLUDING ISLANDS). ALL CURBS ARE TO BE INTEGRATED INTO EXISTING CURBS WITH RADIIUS TO SUIT AS PER TOWNSHIP REQUIREMENTS. SEE CIVIL.
3. NEW PAVEMENT PAINTING
4. NEW PAINTED PEDESTRIAN CROSSING
5. EXISTING PLAY STRUCTURE TO REMAIN
6. EXISTING SIDEWALK TO REMAIN
7. NEW DEPRESSED CURB C/W TACTILE WALKING SURFACE. SEE CIVIL
8. NEW PARKING SPACE C/W PAVEMENT MARKING
9. NEW PAINTED SAFETY ISLAND
10. NEW ASPHALT SURFACE. SEE CIVIL
11. PROVIDE 2" ACER X FREEMANNI FREEMANNI MAPLE, 60MM DIA. WB STAKED NEW ENTRANCE TO PARKING LOT. SAWCUT EXISTING ASPHALT TO SUIT. SEE CIVIL
12. DEPRESSED CURB. SEE CIVIL
13. PRODUCT STANDARD OF ACCEPTANCE - ANCHOR CONCRETE SYSTEMS RECAST & SERVICE BUILDING 2400 W X 1800 L X 2185 H CLEAR INSIDE DIMENSIONS. SEE SPEC FOR ADDITIONAL DETAILS/ REQUIREMENTS. STRUCTURE TO BE INTEGRATED INTO EXISTING FENCE WITH FRONT DOOR FACING & OPENING INTO SCHOOL YARD. MODIFY EXISTING FENCE TO ACCEPT BUILDING TO SUIT.
14. RELOCATE FOUR (4) EXISTING 12" LONG BICYCLE RACKS TO YORK/ LOUISE STREET ENTRY GATE. EXACT LOCATION TO BE COORDINATED ON SITE WITH CLIENT/ CONSULTANT
15. SLOPE SIDEWALK TO SUIT 0.8 C/B. BARRIER FREE REQUIREMENTS. SEE CIVIL
16. CAREFULLY REMOVE EXISTING CHAIN LINK FENCE & REINSTALL TO FOLLOW NEW SIDEWALK BOUNDARY ALONG YORK STREET TO SUIT. INTEGRATE INTO REMAINING EXISTING CHAIN LINK FENCE TO SUIT. ADVISE OWNER & CONSULTANT IF ADDITIONAL CHAIN LINK FENCING SECTIONS WILL BE REQUIRED ONCE RELOCATED. SECTIONS ARE SALVAGED. CONTRACTOR TO PROVIDE UNIT RATE COST PER FT IN BID FOR ADDITIONAL CHAIN LINK FENCING (TYP).
17. NEW GALVANIZED CHAIN LINK FENCING TO MATCH EXISTING
18. EXISTING ASPHALT SURFACE TO BE REMOVED. PREPARE SUB-BASE & PROVIDE NEW SOD TO SUIT. INTEGRATE TO EDGE OF EXISTING TURF
19. EXISTING TREE TO REMAIN. DO NOT DISTURB ROOT BALL, DRIP LINE
20. EXISTING ASPHALT SIDEWALK TO BE REMOVED. PREPARE SUB-BASE AND PROVIDE NEW SOD TO SUIT. INTEGRATE INTO EDGE OF EXISTING TURF.
21. NEW UNIT PAVERS SURFACE. REFER DRAWING A-005 FOR UNIT PAVEMENT PATTERN AND DETAIL. SEE CIVIL

	ISSUED FOR SPA R2	2021-01-04
	ISSUED FOR SPA R1	2020-12-09
	ISSUED FOR 60% REVIEW - PHASE II	2020-11-16
	ISSUED FOR SITE PLAN APPLICATION	2020-10-15
	ISSUED FOR 30%-PHASE II	2020-10-15
no.	revision	date

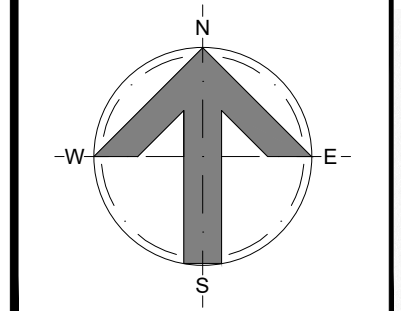
N45 ARCHITECTURE INC.

71 Bank Street, 7th Floor - Ottawa, Ontario, K1P 5N2
tel. 613.224.0095 fax 613.224.9811

UCDSB-WINCHESTER
CHILDCARE ADDITION

547 LOUISE STREET SOUTH,
WINCHESTER, ONTARIO
K0C 2K0

construction north



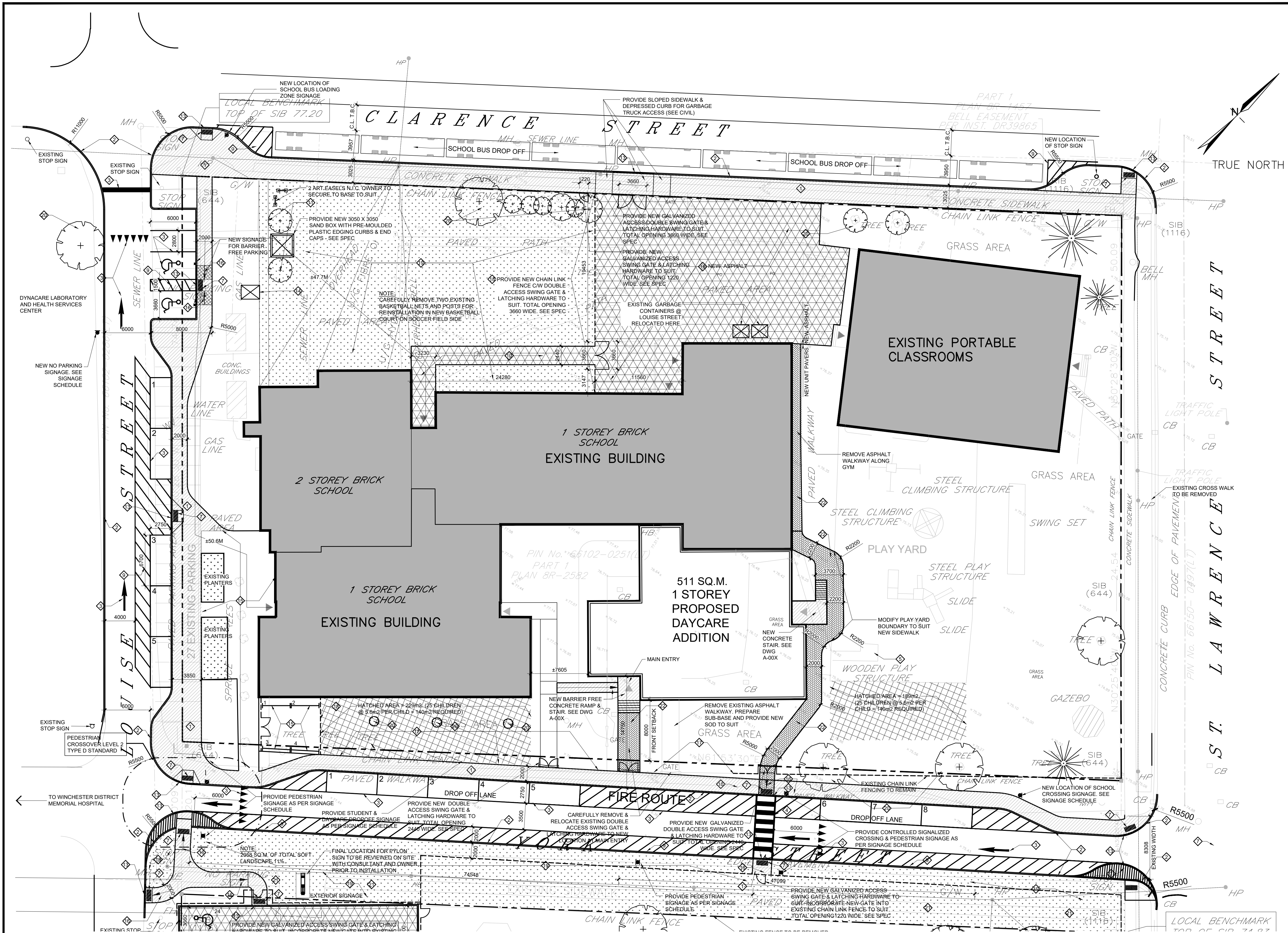
seal



drawing title

PARTIAL SITE PLAN
PROPOSED CHILDCARE ADDITION

scale 1:250	drawn by E.C.
date JAN 2020	checked by N.R.
project number 16-003	drawing number A-001
CONTRACTOR TO VERIFY ALL DIMENSIONS AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BEFORE WORK COMMENCES.	
DO NOT SCALE DRAWINGS	
revision	



PLAN OF SURVEY OF
LOTS 8 AND 9
REGISTERED PLAN No. 70
VILLAGE OF WINCHESTER
COUNTY OF DUNDAS
GEORGE BRACKEN LIMITED

George Bracken Limited
ONTARIO LAND SURVEYORS
40 MAIN STREET, WEST
SMITHS FALLS, ONTARIO

PHONE: (613) 283-2233 K7A 4S9 FAX: (613) 283-6886

DRAWN BY: GNB MATH CHECK: GNB
CALC'D BY: GNB FILE: SMF-202
CHECKED BY: GNB JOB No.: B-3206

LEGEND

- DENOTES SURVEY MONUMENT FOUND
- DENOTES SURVEY MONUMENT PLANTED
- SIB DENOTES STANDARD IRON BAR
- SSIB DENOTES SHORT STANDARD IRON BAR
- IB DENOTES IRON BAR
- RIP DENOTES ROUND IRON PIPE
- X--X DENOTES FENCE
- HP DENOTES HYDRO POLE
- (1116) DENOTES W.J. JOHNSTON, O.L.S.
- (644) DENOTES STIDWILL & SMITH
- U/G DENOTES UNDER GROUND
- O/H DENOTES OVERHEAD

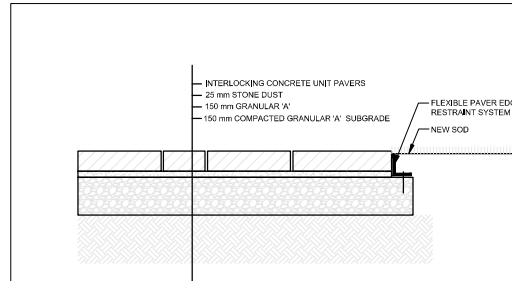
BEARING REFERENCE

BEARINGS SHOWN HEREON ARE ASTRONOMIC, DERIVED FROM THE WESTERLY LIMIT
PART 1, PLAN 8R-2582, SHOWN AS N30°28'30"W.

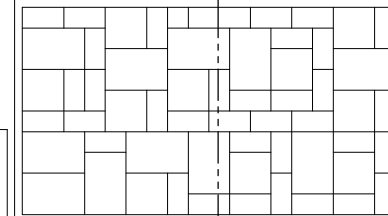
SCALE: 1:250



1
A001 PROPOSED SITE PLAN
SCALE 1:250



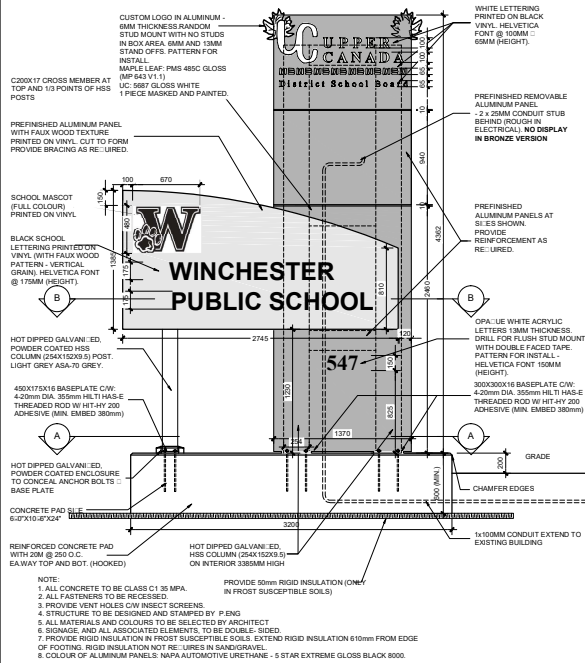
4 UNIT PAVER SECTION DETAIL
SCALE 1:10



PAVER NOTE:
LEXA PAVERS BY PERMACON:
BLOCK SIZES: 80x330x165 mm, 80x330x330 mm, 80x330x495 mm
COLOUR: STERLING GRAY.
LAYING PATTERN: MODULAR (SIMILAR TO ABOVE) WITH SOLDIER COURSE AROUND ENTIRE PERIMETER (SAME PAVER COLOUR).
JOINT SAND: PERMA/PRO SP POLYMERIC SAND BY PERMACON OR APPROVED EQUIVALENT, COLOUR: GRAY.
EDGE RESTRAINT: FLEXIBLE EDGE RESTRAINT AS MANUFACTURED BY PERMA/PRO, PAVE TECH, SNAP EDGE OR APPROVED EQUIVALENT WITH 250 mm GALVANIZED NAILS.

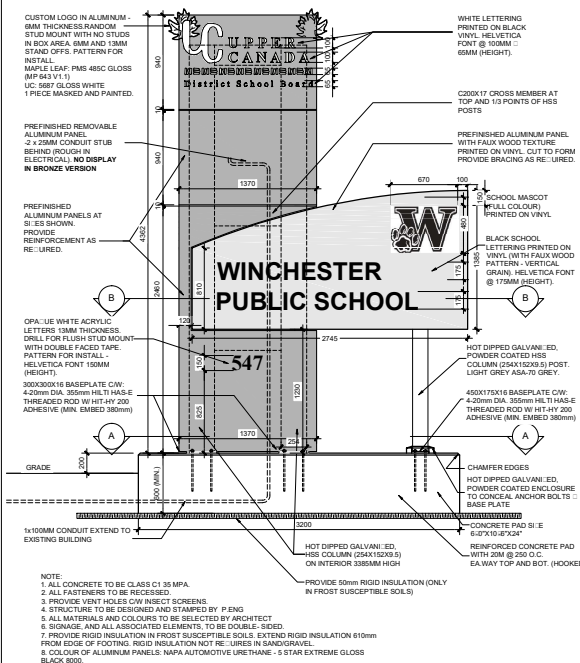
3 UNIT PAVER PATTERN
SCALE 1:20

BRONZE REAR ELEVATION DOUBLE SIDED

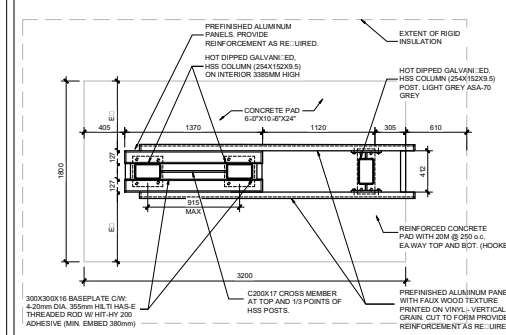


6 SIGN REAR ELEVATION
SCALE 1:25

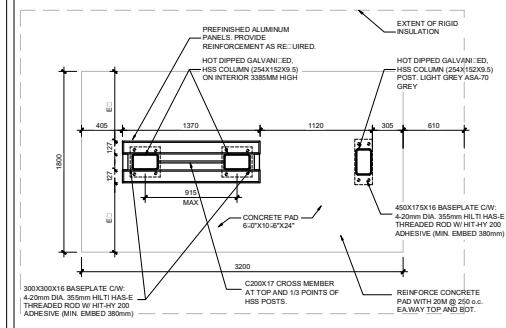
BRONZE FRONT ELEVATION DOUBLE SIDED



5 SIGN FRONT ELEVATION
SCALE 1:25



2 SIGN PLAN "B"
SCALE 1:25



1 SIGN PLAN "A"
SCALE 1:25

no.	revision	date

N45 ARCHITECTURE INC.
71 Bank Street, 7th Floor • Ottawa, Ontario, K1P 5N2
tel. 613.224.0055 fax 613.224.9811

UCDSB-WINCHESTER CHILDCARE ADDITION

547 LOUISE STREET SOUTH,
WINCHESTER, ONTARIO
K0C 2K0

drawing title EXTERIOR SIGNAGE UNIT PAVER DETAIL

scale	drawn by
date	checked by
JULY 2018	N.R.
project number	drawing number
16-003	A-002a
CONTRACTOR TO VERIFY ALL DIMENSIONS AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BEFORE WORK COMMENCES.	revision
DO NOT SCALE DRAWINGS	



ACTION REQUEST – Clerk	
To:	Mayor and Members of Council
Date of Meeting:	January 19, 2021
Subject:	By-law No. 2021-08 Appointment of Closed Meeting Investigator

RECOMMENDATION:

THAT the Council of the Township of North Dundas approve By-law No. 2021-08, being a By-law to enter into an agreement with Local Authority Services (LAS) to provide closed meeting investigator services.

BACKGROUND:

Since January 1, 2008 any person can request that an investigation be undertaken respecting whether a municipality or local board, or a committee of either has complied with closed meeting rules. Municipalities are able to appoint an Investigator for this purpose. If a municipality chooses not to appoint an Investigator, the Provincial Ombudsman assumes the role.

The Township of North Dundas has retained LAS to provide closed meeting investigation services since 2014. LAS currently delegates its authority as Investigator to Aird Berlis. This company provides a panel of Review Officers who will conduct investigations on LAS' behalf. Previously, LAS delegated its powers and duties as Investigator to Amberley Gavel Ltd. The LAS Investigation process and program fees are listed on the Township website.

OPTIONS AND DISCUSSION:

- 1. Adopt the By-law as presented – recommended.** The LAS program ensures a consistent standard of service to participants.
- 2. Do not adopt the By-law – not recommended.**

FINANCIAL ANALYSIS:

The Retainer Fee for 2021 in the amount of \$226.00 has been included in the 2021 draft budget.

ATTACHMENTS:

LAS Closed Meeting Investigator Program FAQ
By-law No. 2021-08 LAS Agreement

PREPARED BY:



**Jo-Anne McCaslin, CMO
Municipal Clerk**

REVIEWED & APPROVED BY:



**Angela Rutley, BBA
CAO**



LAS Closed Meeting Investigator Program FREQUENTLY ASKED QUESTIONS

These “frequently asked questions” reflect our best efforts to interpret the legislation (Sections 239.1 and 239.2 of the *Municipal Act, 2001*) and its intent, and demonstrate how the LAS Investigator Program operates.

What is the Requirement?

Since January 1, 2008 any person can request that an investigation be undertaken respecting whether a municipality or local board, or a committee of either, has complied with closed meeting rules. Municipalities are able to appoint an Investigator for this purpose. If a municipality chooses not to appoint an Investigator, the Provincial Ombudsman assumes the role.

What should be considered in appointing an Investigator?

A municipality can appoint any person, corporation or individual, including a member of municipal staff, to conduct investigations pursuant to Section 239.2. In making its selection of an Investigator, a municipal Council should consider the intent and wording of the Act. Sections 239.1 and 239.2 were enacted to enhance transparency and accountability. The Act specifically speaks to impartiality, credibility, confidentiality, and independence with respect to the investigation process.

What is Local Authority Services (LAS)?

LAS is an affiliate company of AMO, with independent governance through its own Board of Directors.

Why appoint LAS as Investigator?

LAS offers this service because it is complementary to our existing suite of municipal programs and services whereby value can be enhanced through group procurement. The LAS program also ensures a consistent standard of service to all participants.

LAS believes that this initiative assists municipalities in demonstrating that they are a mature and accountable order of government, capable of managing their own affairs. LAS ensures that Review Officers have a knowledge of and appreciation for the municipal environment.

What is Aird Berlis?

LAS currently delegates its authority as Investigator to Aird Berlis. This company provides a panel of Review Officers who will conduct investigations on LAS' behalf.

What background do the Review Officers have?

The Review Officers are persons who have extensive experience with municipal government and municipal processes. This experience might be gained as a staff person or as a previous elected official, or through a close working relationship with municipal government over an extended period of time. Review Officers are located geographically around the Province to minimize costs to participating municipalities, where possible.

Who appoints an Investigator for a Local Board?

The municipal Council does. It will automatically be the one who is appointed to deal with requests regarding Council meetings.

What is a “Local Board”?

The definition of a local board is derived from two sources for purposes of closed meeting investigations. The first is Section 1 of the *Municipal Act, 2001*, which says: *“local board” means a municipal services board, transportation commission, public library board, board of health, police services board, planning board, or any other board, commission, committee, body or local authority established or exercising any power under any act with respect to the affairs or purposes of one or more municipalities excluding a school board and a conservation authority*”.

But Section 238, further states: *“local board” does not include police services boards or public library boards*”.

The closed meeting investigation process covers all Municipal Boards and Committees except: School Boards, Conservation Authorities, Police Services Boards, and Public Library Boards. These are the only exceptions - Business Improvement Area Boards, Arena Boards, Transit Commissions, and Boards of Health, for example, are all covered.

For a specific local situation not addressed above, the municipality should review the establishing by-law and enabling legislation for the Board or Committee, and if necessary consult its solicitor. Such situations would include a corporation established under the Section 203 of the Municipal Act 2001, for example. Other corporations may also be excluded by their enabling legislation.

What is a “Committee”?

Section 238 says that *“committee means any advisory or other committee, subcommittee or similar entity of which at least 50% of the members are also members of one or more councils or local boards*”.

What about Joint Boards and Committees?

Again, guidance should come from the by-laws and legislation creating the specific body.

Section 1 of the Act defines "local board" to mean, "a municipal service board, transportation commission, public library board, board of health, police services board, planning board, or any other board, commission, committee, body or local authority established or exercising any power under any Act with respect to the affairs or purposes of one or more municipalities, excluding a school board and a conservation authority;".

Section 238(1) lists the exclusions for the Part of the Act that includes the closed meeting investigation process. The definitions of "local board" in sections 1 and 238 must be read together to what boards are covered by the closed meeting rules.

The Act is silent with respect to who will investigate in the case of a joint board such as a Board of Health. It would appear that if all of the municipalities appointing to the joint board have appointed the same Investigator, for example LAS, then that Investigator would investigate a request. Each municipality should include the joint board in its list of included boards. If, however different municipalities have appointed different Investigators, then it is not clear which Investigator will respond. It is recommended that the joint board decide by resolution which Investigator is to be appointed. Again, this should be reflected in the municipal list of boards included in the program. Finally, if one or more of the appointing municipalities has not appointed an Investigator and the Joint Board has not passed a resolution accepting the appointment of an Investigator of one of the appointing municipalities, it is likely that the Provincial Ombudsman will be the Investigator for the Joint Board's situation.

What is a "Person"?

- A "Person" includes an individual,
- " "person" includes a corporation and the heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law." (*Interpretation Act*),
- This was superseded by the *Legislation Act, 2006* - Part VI, section 87, states "person" includes a corporation.
- " "person" includes a municipality unless the context otherwise requires;"
- (*Municipal Act, 2001*)

What happens if an Investigator is not appointed by the municipality?

Since January 1, 2008, a person may request the Provincial Ombudsman to undertake an investigation of the compliance of a closed meeting with the *Municipal Act, 2001* or a procedure by-law. Even if a request has gone to the Ombudsman, the municipality could still appoint an Investigator for subsequent requests. The Ombudsman would complete the work on the requests filed with their office.

How does a person file a request and is there a required form for a request?

The municipality can decide upon the form for a request, but presumably the request should be signed by the person requesting the investigation, and should include

contact information and sufficient detail to indicate the meeting that the request concerns, and a general indication of why the request has been made.

What are the requirements of an Investigation?

The investigation process is required to be credible, its activities confidential, and it is required to be conducted impartially and independently. Neither Council, nor a Local Board, nor any of its members should attempt to provide direction to the investigation process once a request has been made. Council or Board members could be interviewed as could any other person in attendance at the meeting that is the subject of the request.

What does the Municipality or Local Board do with a request for an Investigation if they have appointed LAS?

The request should be directed to the Municipal Clerk who will have a checklist of material required for each investigation – this is available from LAS. This standardized checklist is designed to minimize investigation costs and ensure the credibility of the investigation process.

What is the LAS investigation process?

See the The LAS Investigation Process webpage for details

Will all requests proceed to a full investigation?

During the investigative process the person who filed the request may decide to withdraw the request. If that happens, the file will be closed and the action reported to the Council, or to the Council and Local Board.

Some requests may be determined upon preliminary review to be frivolous or vexatious. Following such a determination the requestor will be notified of this decision by the Investigator as will the Council, or the Council and the Local Board.

Are all reports reviewed by more than one person?

Each draft report prepared by a Review Officer is peer reviewed by Aird Berlis. In most instances this will be undertaken by one of the principals of Aird Berlis. Only after the peer review has been completed will Aird Berlis submit the report and any recommendations to the municipality or local board.

What are the fees for this LAS program?

See the Program Fees webpage for details

Is there a policy/guidelines related to the expenses that Aird Berlis may charge for a Review Officer conducting an investigation?

The municipality or local board will be responsible for the reasonable expenses of conducting the investigation. Travel, meals and accommodation and administration, such as copying, will be the primary expenses. Aird Berlis is committed to keeping out of pocket costs incurred as a result of the investigation at a reasonable level.

How long does an investigation take?

The time spent on conducting an investigation will depend on a number of factors. It could be as short as a few hours to investigate a complaint that is on its face without merit or outside the scope or purpose of the closed meeting investigator. But it could also be a few working days depending upon a number of factors such as the complexity of the situation, the number of persons to be interviewed and the organization of interviews by the Review Officer and the municipality.

What is investigated under a complaint?

The Act provides in section 239.1 that the mandate of the investigator is to determine whether a municipality or local board has complied with section 239 or the procedure by-law of the municipality or local board. The LAS program reviews only the procedure as it relates to the acceptability of a closed meeting and not the issue at hand in the complaint.

Can a municipality charge a fee for a request for an investigation?

Nothing in section 239 addresses the issue of a fee, however, any fee or charge would presumably be established by the municipality or local board pursuant to Part XII of the *Municipal Act, 2001*. A municipality may wish to obtain legal advice in establishing such a fee.

Is there an appeal mechanism available for Investigator reports?

The *Municipal Act, 2001* does not provide for an appeal of the report.

Does the Municipality have a choice of Review Officer?

The decision as to which Review Officer will be delegated the task of conducting the investigation will be made by LAS' delegate – Aird Berlis. A Review Officer that has a conflict as a result of an existing relationship with a municipality or local board will not be involved in the investigation.

Who can see a request?

The *Municipal Act, 2001* imposes a duty of confidentiality on every person involved with the Investigation. This duty prevails even over the *Municipal Freedom of Information and Protection of Privacy Act*.

Is the final LAS report of the Investigator available to the public?

Yes. The Act requires that it be available to the public.

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BY-LAW No. 2021-08

Being a By-law of the Corporation of the Township of North Dundas to authorize a contract with Local Authority Services (LAS) for the provision of closed meeting investigator services.

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

AND WHEREAS the Council of the Corporation of the Township of North Dundas has entered into a contract with LAS to provide closed meeting investigator services.

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

- 1.0** That the Agreement for closed meeting investigator services, attached hereto as Schedule "A" to the By-law be hereby approved.
- 2.0** That the Mayor and Clerk be hereby approved to sign the agreement on behalf of the Township of North Dundas.
- 3.0** That any other By-laws inconsistent with this By-law are hereby repealed in their entirety.

READ and passed in Open Council, signed and sealed this 19th day of January, 2021.

MAYOR

CLERK

Schedule "A"
INVESTIGATOR SERVICES AGREEMENT

This Agreement made this _____ day of _____, _____

BETWEEN

**The Corporation of the Township of North
Dundas (the "Municipality")**

-and-

**Local Authority
Services ("LAS")**

(each a "Party" and together the "Parties")

RECITALS

WHEREAS effective January 1, 2008, Section 239.1 of the Municipal Act, 2001, as amended (the "Act"), will permit a person to request an investigation of whether a municipality or local board has complied with Section 239 of the Act and/or a procedure by-law enacted pursuant to Subsection 238 (2) of the Act in respect of a meeting or part of a meeting that was closed to the public;

AND WHEREAS the investigation of the relevant municipality or local board must be undertaken by an Investigator appointed by the municipality pursuant to Sections 9, 10, 11, and 239.2 of the Act or by an Ombudsman appointed pursuant to the Ombudsman Act if the municipality has not appointed an Investigator under the Act;

AND WHEREAS the Municipality deems it desirable that all requests for an investigation be undertaken in the public interest by an appointed independent and impartial investigator (the "Investigator");

AND WHEREAS the Municipality deems it desirable to appoint LAS as the Investigator to investigate all requests received by the Municipality after the date of this agreement pursuant to the Act, respecting any meeting of the Municipality's council, a local board, or a committee of either of them;

AND WHEREAS LAS is dedicated to providing services to Ontario municipalities, and is interested in acting as the Investigator for the Municipality on the terms and conditions set out in this Agreement;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

Appointment

- Pursuant to the Act, the Municipality hereby appoints LAS to provide the Investigator Services in accordance with the Act, for all requests for an investigation of the Council and Committees of the Municipality and, the Local Boards, and/or their Committees. For the purposes of this Agreement, “committee” and “local board” shall have the meaning as defined in Section 238 of the Act.
- Within thirty (30) days of the execution of this Agreement, the Municipality hereby agrees to provide to LAS or its delegate a list of all of the Local Boards and Committees to whom this Agreement applies. The Municipality further agrees to give notice in writing of this Agreement and the appointing by-law to each of the Local Boards and/or Committees affected by this Agreement

Powers

- The Municipality hereby grants to LAS those powers and duties outlined in Section 239.2 of the Act, and as set out in Schedule “A” to this Agreement.
 - LAS agrees to undertake timely, impartial, and independent investigations and they shall be confidential as required by Section 239.2(5)(b) of the Act.
1. The Parties agree not to disclose any confidential information related to the Services to any party (other than a Party's legal counsel, accountants or other advisors who have a need to know such information and have agreed to keep such terms confidential) except information as agreed to by the parties or to comply with any applicable law. Either Party shall be entitled to all remedies available at law or in equity to enforce or seek relief in connection with this confidentiality obligation.

Delegation

2. The Parties acknowledge and agree that LAS, pursuant to Section 239.2(6) of the Act, may delegate all of its powers and duties as Investigator to a third party (the "Delegate"). Any and all rights and obligations of LAS under this Agreement shall also be assigned to the Delegate accordingly. LAS agrees to promptly notify the Municipality of the name of the Delegate.

3. Each Party to this Agreement agrees to indemnify and save harmless the other (hereinafter referred to as the "Innocent Party") from and against all liabilities, losses, suits, claims, demands, damages, expenses, costs (including all legal costs), fines and actions of any kind or nature whatsoever or which may be incurred, sustained or paid by the Innocent Party in consequence of the defaulting Party's (or their Delegate's) wilful misconduct, negligence, bad faith, non-performance or breach of any of the terms, conditions, representations, warranties, covenants or any provision under this agreement, provided that the Innocent Party shall give prompt written notice of any such liabilities, losses, suits, claims, demands, damages, expenses, costs (including all legal costs), fines and actions of any kind or nature, to the defaulting Party. Nothing in this Agreement shall be interpreted as conferring liability on an Innocent Party for the wilful misconduct, gross negligence, or bad faith of the defaulting Party or their Delegate.

Process

4. Upon receipt of a request for an investigation regarding the Meeting, it is agreed that the Clerk of the Municipality shall forthwith forward the following documents to LAS or the Delegate, as appropriate:
 - (a) The original request for an investigation;
 - (b) A certified copy of the municipal procedure by-law and, if applicable, the procedure by-law for the Local Board;
 - (c) A certified copy of the municipal notice by-law and, if applicable, the notice by-law for the Local Board;
 - (d) A certified copy of the agenda with all relevant attachments relating to the Meeting;
 - (e) A certified copy of the notice given for the Meeting;
 - (f) A certified copy of the minutes of the Meeting;
 - (g) A certified copy of any recording (audio or audio-visual of the Meeting);

5

- (h) A contact list for all members of the Council, Local Board or Committee for which the request is made and for all persons present at the Meeting;
- (i) Such other information or documentation that the Clerk of the Municipality deems relevant; and
- (j) Such other information or documentation that LAS or the Delegate may from time to time deem relevant to the investigation.

Fees

5. The Municipality agrees to pay fees and expenses of LAS or the Delegate for the Services (the "Fees"):
 - (i) An administrative fee of Two Hundred Dollars (\$200) per term plus applicable taxes, payable upon execution of this Agreement;
 - (ii) An hourly investigation fee as outlined in Schedule B of this agreement plus all applicable taxes;
 - (iii) All legal fees incurred by LAS or the Delegate arising out of a claim made by a third-party regarding this Agreement; and
 - (iv) All reasonable expenses incurred during the course of providing the Services, including but not limited to any costs associated with transportation, accommodation, meals, report preparation including translation or AODA accommodation costs where appropriate, and out-of-pocket administrative costs.
6. The investigation fee shall be billed by LAS or its Delegate, as appropriate.
7. The administrative fee shall be billed by LAS.
8. Any investigation fee submitted by the Delegate shall be deemed to be a debt owed to both LAS and the Delegate until paid in full.

Additional Services Provided by LAS or the Delegate

9. LAS agrees to maintain, or cause the Delegate to maintain, a website to which the Municipality shall have access during the Term. The website will include the following features:
 - (A) Information and updates on closed meeting procedures;
 - (B) The panel of personnel hired by LAS or the Delegate to fulfill the Services, including experience; and
 - (C) Access to all reports made by LAS or the Delegate.

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10. Upon execution of this Agreement by the Parties, LAS agrees to provide the Municipality with an information package including but not limited to: an appointing by-law, educational materials, etc.

Term

11. The term of this Agreement shall be two (2) years commencing on the first day of January 2020, or any later day as agreed upon by the Parties and ending on December 31, 2021 (the "Term").

Renewal

12. Subject to Section 15 herein, this Agreement shall automatically renew from year to year unless and until terminated by either Party upon ninety (90) days prior written notice on the same terms and conditions contained herein except that the administrative fee and investigation fee may be adjusted by LAS or its Delegate, in its sole discretion, acting reasonably. LAS agrees to invoice the Municipality for the administrative fee related to the renewal period at least ninety (90) days prior to the commencement of the renewal term and the Municipality agrees to pay such invoice at least thirty (30) days prior to the commencement of the renewal term.

Termination

13. This Agreement may be terminated by either Party on ninety (90) days written notice to the other Party provided that any investigations commenced prior to the termination date shall be completed pursuant to this Agreement and the appointing by-law, and all related Fees shall be paid as set out herein.

Dispute Resolution

14. Any controversy, dispute, difference, question or claim arising between the Parties in connection with this Agreement that cannot be resolved by a manager from each Party (collectively, the "Dispute") shall be settled in accordance with this Article.
15. The aggrieved Party shall send the other Party written notice identifying the Dispute, its position on the Dispute and the remedy sought. Upon receipt of such written notice, a senior officer of the other Party shall enter into good faith negotiations with a senior officer of the aggrieved Party to resolve the Dispute.
16. If the Dispute has not been resolved within thirty (30) days after such written notice has been given, either Party may avail itself of any process or means legally available to resolve the Dispute.

Miscellaneous

17. All provisions herein shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
18. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In respect of any provision so determined to be unenforceable or invalid, the Parties agree to negotiate in good faith to replace the unenforceable or invalid provision with a new provision that is enforceable and valid in order to give effect to the business intent of the original provision to the extent permitted by law and in accordance with the intent of this Agreement.
19. This Agreement, including any Schedule attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior agreements, undertakings, declarations, commitments, representations, written or oral, in respect thereof. This Agreement shall be read with all changes of gender or number required by the context.
20. No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by each of the Parties and no waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived.
21. Each of the Municipality and LAS shall from time to time execute any and all documents and perform such other acts as may be necessary or expedient to further the purposes of this Agreement and the transactions contemplated hereby.
22. Time shall be of the essence of this Agreement.
23. The Municipality and LAS are not and shall not be deemed to be partners or joint venturers with one another and nothing herein shall be construed so as to impose any liability as such on any of them. The Municipality agrees that LAS shall perform its obligations under this Agreement as an independent contractor, and shall not be deemed to be a trustee for any person, whether or not a party to this Agreement, in connection with the discharge by LAS of such obligations.
24. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable herein.

25. All notices which may be necessary or proper for either Party to serve upon the other shall be served by delivery to the Party to whom the notice is to be given or sent postage pre-paid to the following addresses or by facsimile transmission to the facsimile number set out below.:

To the Township of North Dundas:
636 St. Lawrence St.,
PO Box 489 Winchester, ON K0C 2K0
Facsimile Number: (613) 774-5699

To LAS:

200 University Avenue, Suite 801 Toronto, Ontario
M5H 3C6

Facsimile Number: (416) 971-6191

All such notices shall be conclusively deemed to have been given and received upon the day the same is personally delivered or, if mailed or sent by facsimile as aforesaid, three (3) business days after the same is mailed as aforesaid. Either Party may at any time by notice in writing to the other change its address for service of notice.

26. This Agreement may be executed in several counterparts, each of which so executed being deemed to be an original, and such counterparts together shall constitute but one and the same instrument and notwithstanding their date of execution shall be deemed to be made and dated as of the date hereof.
27. This Agreement may be executed by the Parties electronically in accordance with the *Electronic Commerce Act, 2000*, S.O. 2000, c.17.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

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Township of North Dundas and LAS have respectively executed and delivered this Agreement as of the date first set out above.

Township of North Dundas

Tony Fraser Mayor

Jo-Anne McCaslin Clerk/Deputy CAO

I have authority to bind the Corporation

Local Authority Services

Judy Dezell
Director Enterprise Centre, Business
Partnerships & LAS

I have authority to bind the Corporation

SCHEDULE “B”

LAS and Aird & Berlis LLP hereby agree to the following fee schedule to be charged to Clients during the term of this agreement.

Aird & Berlis LLP shall charge Clients an hourly rate as outlined in the table B.1 plus reasonable expenses, including but not limited to any costs associated with transportation, accommodation, meals, and out-of-pocket administrative costs, printing, photocopying and scanning charges, and applicable taxes.

B.1 – Hourly Investigation Fees

Investigation Staff	Hourly Investigation Fee (excluding expenses and mileage)
Mascarin, J.	\$775.00
Cowan, M.A	\$495.00
Dean, L.A	\$450.00
Barrett, M.T	\$450.00
Hines, R.L	\$375.00
Helfand, M.L	\$350.00
Pappas, J.G.	\$325.00



ACTION REQUEST – Planning Building and Enforcement

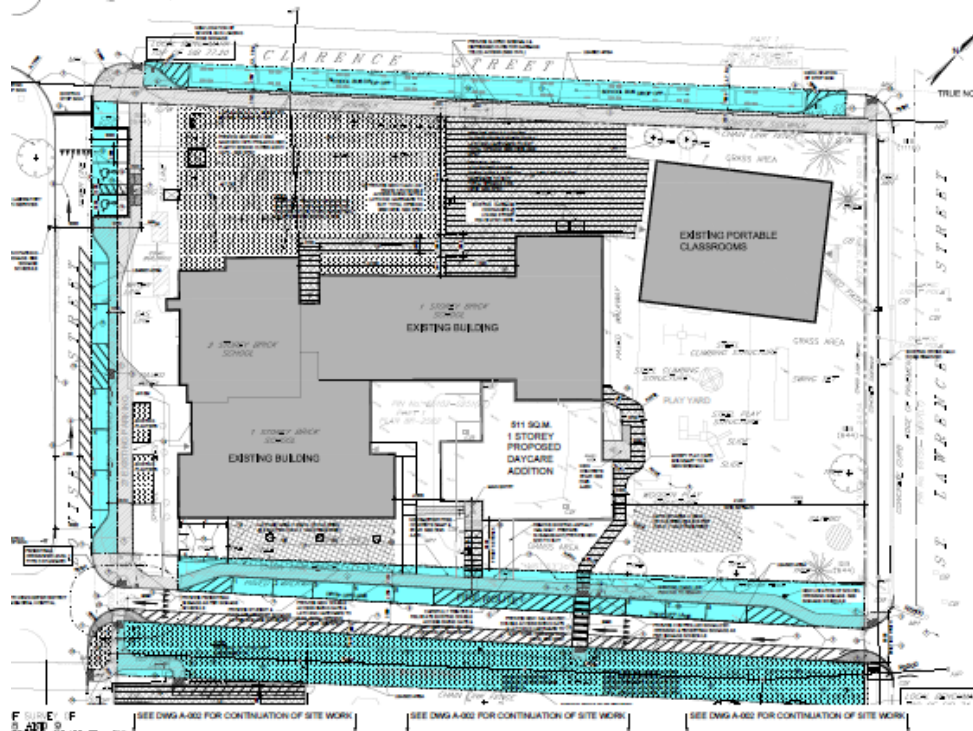
To:	Mayor and Members of Council
Date of Meeting:	January 19, 2021
Subject:	Winchester Public School (UCDSB) - Lease Agreement By-law

RECOMMENDATION:

THAT By-law No. 2021-09, being a By-law to authorize the Mayor and Clerk to enter into a Lease Agreement between the Township of North Dundas and the Upper Canada District School Board, be read and passed in Open Council, signed and sealed this 19th day of January, 2021.

BACKGROUND:

On March 3, 2020, Council adopted Resolution #04 to accept, in principle, the concept plans for a day care addition which included site works that extended onto York Street, Louise Street and Clarence Street. Council also accepted, in principle, the proposed cost allocation plan which had the Upper Canada District School Board (UCDSB) paying for improvement works on York Street and Louise Street, and the Township paying for works on Clarence Street. A lease agreement is required for the UCDSB to use parts of York Street and Louise Street for their school site redesign (see blue area below).



The draft lease agreement has been vetted and modified by the Township Solicitor and Township's insurance provider.

OPTIONS AND DISCUSSION:

1. **Adopt By-law No. 2021-09** – recommended.
2. **Do Nothing** – not recommended. Without a lease agreement, the UCDSB could not use part of the road allowances for school drop off zones.
3. **Refuse the request** – not recommended. The proposed expansion may be abandoned.

FINANCIAL ANALYSIS:

The UCDSB is financing the modifications to York Street and Louise Street. This includes the York Street mid-street crosswalk, signaling, signage, and required streetlighting changes. Sidewalk enhancements on Clarence Street would be a Township responsibility and are included in the 2021 draft budget to align with construction of the new daycare.

OTHERS CONSULTED:

Township Traffic Engineering Consultant
County Engineer
Township Solicitor
Township Insurance provider
Director of Public Works
CAO
UCDSB

ATTACHMENTS:

Draft By-law No. 2021-09
Draft Lease Agreement

PREPARED BY:



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

REVIEWED & APPROVED BY:



Angela Rutley, BBA
CAO

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BY-LAW No. 2021-09

***Being a By-law to authorize the Mayor and Clerk to enter into a Lease Agreement
between the Township of North Dundas and the
Upper Canada District School Board***

WHEREAS the *Municipal Act, 2001*, as amended, authorizes a municipality to enter into agreements;

AND WHEREAS the Council of The Corporation of the Township of North Dundas deems it necessary and in the public interest to enter into a Lease Agreement with the Upper Canada District School Board for their use of parts of York Street, Louise Street, and Clarence Street in the Village of Winchester;

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

- 1.0** That the Mayor and Clerk are hereby authorized to sign on behalf of the Corporation the Lease Agreement attached to this By-law as Schedule “A” with the Upper Canada District School Board for site works on and the use of part of York Street, Louise Street, and Clarence Street, as shown on Schedule “C” of the Lease Agreement.
- 2.0** That this By-law shall come into force and take effect on the date of its final passing.

READ and passed in Open Council, signed and sealed this 19th day of January, 2021.

MAYOR

CLERK

LEASE

THIS LEASE (the “**Lease**”) made as of the [*] day of [*], 2020.

IN PURSUANCE of the *Short Forms of Leases Act*, R.S.O. 1990, c. S.11,

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

(hereinafter called the “**Township**”)

OF THE FIRST PART

-and-

UPPER CANADA DISTRICT SCHOOL BOARD

(hereinafter called the “**Board**”)

OF THE SECOND PART

Recitals

(a) The Board is the registered owner of the lands particularly described in Schedule “A” hereto (the “**School Property**”) on which is located the Winchester Public School (the “**School**”);

(b) The Township is the registered owner of the lands legally described in Schedule “B” (sometimes collectively, the “**Township Properties**” and sometimes individually, “**Clarence Street**”, “**Louise Street**” and “**York Street**”);

(c) The Board wishes to undertake certain improvements to the School and the School Property, including construction of a childcare addition to the School, as well as certain changes to Clarence Street, Louise Street and York Street (the “**Adjacent Streets**”) (to enhance access to the School and the School Property, increase parking availability and create a new school bus lane) by performing construction and related work as particularly described on Schedule “C” hereto (the “**Proposed Improvement Works**”);

(d) In order to undertake and complete the Proposed Improvement Works, and to maintain and provide appropriate and reasonable access to amenities regarding the School Property, the School and the proposed childcare addition (sometimes, collectively the “**School Facilities**”) thereafter until such time as the Board no longer owns the School Property (the “**Post Works Period**”), the Board wishes to lease from the Township those portions of the Township Properties shown on Schedule “C” (the “**Leased Lands**”).

(e) The Township has expressed its willingness to assist the Board to undertake and complete the Proposed Improvement Works and to maintain the Proposed Improvement Works during the Post Works Period by leasing to the Board the Leased

Lands, and has advised the Board that it wishes to proceed with the negotiation of a lease of the Leased Lands .

NOW THEREFORE in consideration of the mutual covenants and promises contained in this agreement and for other good and valuable consideration, (the receipt and sufficiency of which are hereby mutually acknowledged) the Board and the Township covenant and agree as follows:

1. **DEFINITIONS**

Whenever used in this Agreement, including the Recitals, this section and any Schedule to this Agreement, the following words and terms shall be defined as follows, unless there is something in the context inconsistent therewith:

“Adjacent Streets” has the meaning ascribed to it in Recital (c);

“Agreement” means this Agreement including the Schedules hereto;

“Applicable Laws” means all statutes, laws, by-laws, regulations, orders and requirements of governmental or other public authorities having jurisdiction at any time and from time to time in force and without limiting the foregoing includes the *Building Code Act 1992*, S.O. 1992 C.23, the *Workplace Safety and Insurance Act, 1997*, c.16 Sched. A; the *Environmental Protection Act*, R.S.O. 1990, c.E.19, the *Environmental Assessment Act*, R.S.O. c.E.18, the *Ontario Water Resources Act*, R.S.O. 1990, c.O.40; the *Municipal Act 2001*, S.O. 2001 c.25, the *Education Act 1990*, c.E.2, (the “*Education Act*”) the *Planning Act*, R.S.O. 1990, c.P.13 (the “*Planning Act*”), and any other statutes referred to in this Agreement, and any regulations policies and guidelines relating thereto;

“Arbitration Act” means the *Arbitration Act, 1991*, S.O. 1991, c.17, as amended;

“Business Day” means any day other than a Saturday, Sunday or Statutory Holiday observed in the Province of Ontario;

“Claims” means claims described in Section 13.1 hereof;

“Clarence Street” means the Public Highway more particularly described in Schedule “B” hereto;

“Commencement Date” means [*] or such other date as the Parties shall mutually agree;

“Construction Insurance Policy” means the policy of insurance described in Section 14.1 hereof.

“Construction Act” means the *Construction Act*, R.S.O. 1990, c.C.30 as amended;

“Dispute” means any dispute between the Parties arising from this Agreement, including but not limited to disputes relating to the interpretation, breach or enforceability of this Agreement;

“ETA” means the *Excise Tax Act*, R.S.C. 1985, c.E.15, as amended;

“General Contract” means the contract between the Board and the General Contractor for the construction of the Proposed Improvement Works and includes all related sub-contracts arising out of or related to the General Contract;

“General Contractor” means the general contractor retained by the Board to perform the General Contract;

“HST” means the Harmonized Sales Tax pursuant to the ETA;

“Indemnified Parties” means the Parties identified in Section 13 hereof;

“Lease” means the lease provided in this Agreement;

“Leased Lands” has the meaning ascribed to it in Recital (d);

“Louise Street” means the Public Highway more particularly described in Schedule “B” hereto;

“Maintenance” means to maintain and includes repair, replacement and reinstatement;

“Municipal Act” means the *Municipal Act 2001*, S.O. 2001, c.25, as amended;

“Party” means in the singular one of, and in the plural collectively both of the Parties to this Agreement and shall include their respective successors and permitted assigns;

“Post Works Period” has the meaning ascribed to it in Recital (d);

“Proposed Improvement Works” has the meaning ascribed to it in Recital (c);

“Public Highway” means a highway as described in Section 26 of the *Municipal Act*;

“School Facilities” has the meaning ascribed to it in Recital (d);

“School Property” has the meaning ascribed to it in Recital (a);

“Term” has the meaning ascribed to it in Section 5.1;

and

“York Street” means the Public Highway more particularly described in Schedule “B” hereto.

2. SCHEDULES

2.1 The Schedules to and forming part of this Agreement consist of:

Schedule “A” - Legal Descriptions of School Property;

Schedule “B” - Legal Description of the Township Properties;

Schedule “C” - Proposed Improvement Works and the Leased Lands.

3. LEASE

3.1 The Township hereby demises and leases the Leased Lands as shown on Schedule “C” to the Board for the purposes described in and contemplated by this Agreement.

3.2 The Board leases and accepts the Leased Lands from the Township and covenants to pay the rent stipulated in this Agreement, and to observe and

perform all the covenants and obligations to be observed and performed by the Board pursuant to this Agreement. The Board agrees that, except as may be specifically set out in this Agreement, there is no promise, representation or undertaking by or binding upon the Township with respect to the condition of the Leased Lands and that the Board has inspected the Leased Lands and is accepting the Leased Lands "as is".

4. TITLE

4.1 The Township represents and warrants to the Board and acknowledges that the Board is relying on such representations and warranties in entering into this Agreement, as follows:

- (a) it is the registered and legal owner of the Leased Lands, and as of the date of this Agreement has, and as of the Commencement Date will have, good and marketable title to the Lease Lands, free and clear of any Lien;
- (b) it has full right and authority to lease the Leased Lands to the Board as contemplated by this Agreement;
- (c) no part of the Leased Lands has been taken or expropriated by any Governmental Authority or other authority, nor has any notice or proceeding in respect thereof been given or commenced, nor is there any intent or proposal to give such notice or commence any such proceedings; and
- (d) no one has any agreement or option or any right capable of becoming an agreement or option for the purchase of any the Leased Lands or except for the Board, for the leasing of the Leased Lands.

5. TERM

5.1 The term of the Lease (the "**Term**") shall be from and including the Commencement Date to such date that the Board is no longer the registered owner of the School Property.

5.2 At the expiry of or sooner termination of the Term, the Board agrees to surrender and yield up to the Township the Leased Lands, and all the right, title and interest of the Board in and to the Leased Lands shall cease and thereupon vest in the Municipality.

6. RENT

6.1 The Board shall pay to the Township the sum of One Dollar (1.00) per year for the Term as consideration for the Lease. The annual rent shall be deemed to be paid, so long as the Tenant is not in default of any other terms and conditions herein.

7. NET LEASE

- 7.1 It is the intention of the Township and the Board that save and except for those cost-sharing arrangements provided in Section 9 of this Agreement, the Lease shall be net to the Township and that the Board shall pay for its own account, all costs and expenses affecting or required for the Leased Lands and the activities occurring thereon. Any amount or obligation herein relating to the Leased Lands which is not expressly declared to be that of the Township shall be deemed to be an obligation of the Board to be performed by the Board, or at the Board's expense.

8. DESIGN AND CONSTRUCTION OF PROPOSED IMPROVEMENT WORKS

- 8.1 On or before the Commencement Date, the Board shall obtain the required municipal and provincial construction permits and approvals, including site plan approvals, in respect of the Proposed Improvement Works (hereinafter in this Section 8 referred to as the “**PIW**”). The Township agrees to use its reasonable best efforts to assist the Board to obtain such permits and approvals.
- 8.2 Effective the Commencement Date, the Board shall be entitled to enter the Leased Lands and begin the PIW substantially in accordance with the plans and specifications relating to the PIW (the “**PIW Plans**”). The Board shall obtain any and all permits, licences and approvals required by Applicable Laws for completion of the PIW and pay any and all charges and costs associated therewith.
- 8.3 The Board shall obtain the Township’s approval with respect to all components of the PIW Plans prior to seeking any required permits, approvals and licences. The Township shall respond to requests for approval, information or selections of materials and the like, expeditiously and, as applicable, within the time periods set out in the PIW schedule (which schedule shall form part of the PIW Plans). Upon receipt of the PIW Plans, the Township shall expeditiously review and approve same or provide comments to the Board thereon. If the Township requires the Board to revise and amend the PIW Plans, the Board shall expeditiously make such revisions and re-submit the PIW Plans to the Township for approval. Upon receipt of the revised PIW Plans, the Township shall expeditiously review and approve same. The Parties agree that the form of the construction contract will be the stipulated price contract CCDC 2 2008 and CCDC 41 with supplemental conditions.
- 8.4 Forthwith after receiving all required permits, approvals and licences, the Board shall commence the PIW and shall continuously pursue the PIW to completion in a good and workmanlike manner, and in accordance with this Agreement.
- 8.5 The Board shall provide to the Township copies of the architect’s certificate package authorizing payment for any portion of the servicing works for cost recovery to the Township.
- 8.6 All services required for purposes of the PIW shall be installed and paid for by the Board and the Board shall not arrange for the installation of such services by the Township in such a way that the cost thereof shall be assessed as a local

improvement, impost, levy or charge to be included in taxes levied against the Leased Lands.

- 8.7 The Board shall be solely responsible for construction safety and for compliance with the rules, regulations, and practices required by the Applicable Laws pertaining to construction health and safety, including but not limited to the Ontario *Occupational Health and Safety Act and Regulations* (collectively, the “**OHSA**”), and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the PIW, including any modifications of the PIW. Furthermore:
- (a) the Board shall perform all of the duties of a constructor as contemplated by the OHSA, including but not limited to ensuring that all of the employers and workers engaged in the process of the completion of the PIW comply with the OHSA and its Regulations; and
 - (b) The Board shall be solely responsible for construction safety until the PIW is completed;
- 8.8 The Board shall pay for any and all surface changes and storm water drainage works, as shown on the PIW Plans, including works located on the Leased Lands or otherwise outside of the Leased Lands, and will repair any damage done on or to the Leased Lands caused by the PIW.
- 8.9 The Board shall give the Township at least thirty (30) days, but not more than seventy-five (75) days, prior written notice certifying the date on which the PIW will be substantially completed (such notice being herein called the “**Notice of Impending Substantial Performance**”).
- 8.10 Prior to requesting its architect to issue the Notice of Impending Substantial Performance, the Board shall arrange for the generation of a deficiency list prepared by its architect and engineers listing any uncompleted or incorrectly completed items in the PIW. The Board shall complete or correct, as the case may be, all of the items on the architect and engineers’ deficiency list within thirty (30) days thereafter or such longer period as may be reasonably necessary to complete or correct the items on the deficiency list, provided the Board is diligently and continuously proceeding to complete or correct the same.
- 8.11 The Board shall promptly correct, at its sole cost and expense, defects or deficiencies in workmanship, materials and equipment, reasonable wear and tear and normal and routine maintenance work excepted, not caused by the negligence or misconduct of the Township immediately upon such defect or deficiency becoming apparent.
- 8.12 Within ninety (90) calendar days following the completion of the PIW, the Board shall deliver to the Township one complete set of a hard and one electronic copy of as-built drawings, if available, including all mechanical, electrical and architectural for site works only.
- 8.13 The acceptance by the Township of the completion of the PIW shall not be construed as a waiver of any rights which the Township may have to require the Board to carry out and complete the PIW and the Board’s usual maintenance,

repairs and replacements in accordance with this Agreement, nor as a waiver of any rights which the Township may have by reason of any breach by the Board of any of its covenants, obligations or agreements under this Agreement.

8.14. The design and construction of the PIW shall be performed by the General Contractor in accordance with the Board's in-force policies and procedures.

9. ALLOCATION OF COSTS BETWEEN THE PARTIES

All costs and expenses incurred in respect of the PIW and certain maintenance thereof shall be borne by the Parties as follows:

9.1 The Board shall be responsible for the following costs and expenses:

- York Street Alterations
- Louise Street Alterations
- UCDSB Parking Lot
- School landscaping/ playground pavement
- Soccer field relocation
- Street lights York Street (Construction Capital Only)
- Type "C" Solar mid-street crosswalk on York Street (Construction Capital only) and
- Project contingency for the above

9.2 The Township shall be responsible for the following costs and expenses if incorporated into the PIW and the Board will proceed with cost recovery with respect thereto:

- The Clarence Street modifications
- Project contingency for the above
- Pedestrian crossing on St. Lawrence Street
- May Street curbs
- Maintenance, Operations and future Capital replacement of relocated York street lights and mid-street crosswalk and other improvements on Township-owned property

10. ASSIGNMENT AND SUBLETTING

10.1 Neither Party shall assign this Agreement, nor shall the Board sublet the Leased Lands or any part thereof or allow the Leased Lands or any part thereof to be used by a third party, without the consent of the other Party.

11. BOARD'S ADDITIONAL COVENANTS

11.1 The Board covenants with the Township as follows:

- (a) to comply with and conform to the requirements of all Applicable Laws regarding the occupancy, use and maintenance by the Board of the Leased Lands during the Term;
- (b) to use the Leased Lands in conformity with all of the requirements of the

zoning by-laws and any other municipal or governmental regulations which may affect the Leased Lands, including those of the Township;

- (c) to comply with all police, fire, health and sanitary regulations imposed by any municipal or provincial or federal authorities, including those of the Township, and observe and obey all municipal and governmental regulations governing the conduct of any activities carried out on the Leased Lands;

provided, however, that the use of any part of the Leased Lands as a non-conforming use under any applicable zoning by-law shall not be a violation of the provisions of this Section 11.1; and

- (d) in addition to those costs and expenses set forth in Section 9.2, to operate and maintain all of the streets comprising the Leased Lands and to keep them at all times in good order and condition.

12. TOWNSHIP'S COVENANTS

The Township covenants with the Board as follows:

12.1 Quiet Enjoyment.

Subject to the Township's rights in the event of failure by the Board to comply with its obligations under this Agreement, the Township shall not interfere with the Board's use and enjoyment of the Leased Lands or the Access Easement as contemplated by this Agreement.

12.2 Easements.

If its consent is required in connection with the granting of any easements, including for water, gas, electricity, telephone, sewers, storm drains or other similar purposes, such consent will not be unreasonably withheld by the Township.

12.3 Temporary Closure of Streets

During the period of the PIW, the Township shall close Louise Street and close or otherwise restrict the use of such other streets comprising the Leased Lands as are required for construction mobilization and work areas.

13. INDEMNIFICATION

13.1 Board Indemnity.

EXCEPT IN THE CASE OF THE TOWNSHIP'S OWN NEGLIGENT ACT OR NEGLIGENT OMISSION OR THAT OF ANOTHER PERSON FOR WHOM THE TOWNSHIP IS RESPONSIBLE AT LAW, THE BOARD HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE TOWNSHIP, ITS MAYOR, COUNCILLORS, OFFICERS, AGENTS, CONTRACTORS, AND EMPLOYEES FROM AND AGAINST ALL LIABILITY, LOSS, COSTS, DAMAGES, DUES, DEBTS AND EXPENSES (INCLUDING LEGAL, EXPERT AND CONSULTANT FEES), CAUSES OF ACTION, ACTIONS, CLAIMS, DEMANDS, LAWSUITS OR OTHER PROCEEDINGS (COLLECTIVELY, "CLAIMS"), BY WHOMEVER MADE, SUSTAINED, INCURRED, BROUGHT OR PROSECUTED, INCLUDING FOR

THIRD PARTY BODILY INJURY (INCLUDING DEATH), PERSONAL INJURY AND PROPERTY DAMAGE, ARISING OUT OF ANY INTENTIONAL ACT, NEGLIGENT ACT OR OMISSION OF THE BOARD OR ANOTHER PERSON FOR WHOM THE BOARD IS RESPONSIBLE IN LAW. THE BOARD ALSO AGREES TO INDEMNIFY AND SAVE HARMLESS THE TOWNSHIP FROM AND AGAINST ANY AND ALL CLAIMS OF ANY NATURE, ACTIONS, CAUSES OF ACTION, LOSSES, EXPENSES, FINES, COSTS (INCLUDING LEGAL COSTS), INTEREST OR DAMAGES OF EVERY NATURE AND KIND WHATSOEVER ARISING OUT OF OR RELATED TO THE BOARD'S STATUS WITH WSIB. THIS INDEMNITY SHALL BE IN ADDITION TO AND NOT IN LIEU OF ANY PROOF OF WSIB STATUS AND COMPLIANCE TO BE PROVIDED BY THE BOARD IN ACCORDANCE WITH THIS AGREEMENT AND SHALL SURVIVE THIS AGREEMENT. THE OBLIGATIONS CONTAINED IN THIS SECTION 13.1 WILL SURVIVE THE EXPIRY OR TERMINATION OF THIS AGREEMENT. 13.2
Township Indemnity.

Except in the case of the Board's own negligent act or negligent omission or that of another person for whom the Board is responsible at law, the Township hereby agrees to indemnify and hold harmless the Board, its trustees, officers, agents, employees, contractors, invitees or licensees from and against all Claims, by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, arising out of any intentional act, negligent act or omission of the Township or another person for whom the Township is responsible in law. The obligations contained in this Section 13.2 will survive the expiry or termination of this Agreement.

13.3 Indirect Damages.

Notwithstanding anything to the contrary contained herein, neither the Township nor the Board shall be liable for any consequential or indirect damages suffered by the other Party.

14. **INSURANCE – PROPOSED IMPROVEMENT WORKS**

14.1 The Board shall include within the General Contract a requirement that the General Contract provide, on or before the commencement of construction of the Proposed Improvement Works (hereinafter in this Section 14, the "**PIW**"), and keep in force during the entirety of the construction of the PIW a comprehensive Commercial General Liability insurance policy (the "**Construction Insurance Policy**") acceptable to the Township, providing third party public liability and property damage insurance.

14.2 Such insurance is to be effected on an inclusive "Wrap Up" Occurrence basis, General Liability form, in the joint names of the General Contractor for the Board and the Township, all trade contractors and sub-contractors, and consultants, and shall cover all sums which shall become obligated to be paid by reason of liability imposed by law for damages arising out of the operations in connection with the PIW.

14.3. Such insurance shall include, but not be limited to:

- bodily injury and property damage including loss of use,
 - broad form products,
 - broad form completed operations,
 - premises, property and operations,
 - personal injury,
 - blanket contractual liability,
 - non-owned automobile,
 - broad form property damage,
 - owners and contractors protective,
 - occurrence property damage,
 - medical payments,
 - employees as additional insured,
 - contingent employers' liability,
 - cross liability and severability of interests clause,
 - shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below and above ground surface, tunneling and grading, and similar operations associated with the PIW, as applicable.
- 14.4 Such insurance shall be to a limit of not less than Ten Million Dollars per occurrence and a deductible of not more than Ten Thousand (\$10,000.00) Dollars.
- 14.5 Such insurance coverage shall be primary to all other insurance policies and shall not be materially different than the insurance provided by IBC Form 2100 and IBC Form 2320.
- 14.6 The Wrap-Up insurance shall be maintained from the commencement of the construction of the PIW until sixty (60) calendar days after the substantial performance of the PIW and thereafter shall provide for completed operations hazards for a period of twenty-four (24) months, and the General Contractor will be required to then provide for liability insurance coverage for completed operations hazards with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence and a deductible of not more than Ten Thousand Dollars (\$10,000.00) on an ongoing basis for a further period of four (4) years.
- 14.7 The General Contract shall also provide that the General Contractor shall procure and maintain Environmental Impairment Liability insurance to a limit not less than Two Million Dollars (\$2,000,000.00) specific to the PIW for the full duration of the PIW, including for a completed operations period of one (1) year following substantial completion.
- 14.8 Notwithstanding the requirement to secure Commercial General Liability insurance on a Wrap-Up form, the General Contract shall provide that the General Contractor is required to evidence insurance specific to the PIW in accordance with the "Insurance Requirements" as stipulated in construction contract forms CCDC 2 and CCD 41, which includes Broad Form property insurance for damage to the PIW, subject to a deductible of not more than Ten Thousand Dollars (\$10,000.00). Such insurance shall be to the full value of the General Contract and shall be endorsed to include coverage for damage caused

by flood and earthquake, subject to deductibles of not more than Twenty-Five Thousand Dollars (\$25,000.00) and One Hundred Thousand Dollars (\$100,000.00), respectively.

- 14.9 Broad Form Property (Occupancy) CCDC 41, Clause 4., shall be amended by the addition, at the end of the clause, of the following sentence: The Policy of Insurance must permit the use and occupancy of the PIW, or any part thereof, where such use or occupancy is for the purposes for which the PIW is intended upon completion.
- 14.10 The Board shall procure from the General Contractor and forward to the Township on or before the commencement of the PIW, a certificate of liability insurance (the “**Insurance Certificate**”) in a form acceptable to the Township in its sole discretion, acting reasonably.
- 14.11 The Insurance Certificate shall be duly signed by an authorized representative of the insurance company providing the insurance, shall show the Township as being an insured therein and evidence provision for the requirement for sixty (60) days’ prior written notice of cancellation or material change.
- 14.12 Notwithstanding that the Parties anticipate that the deductibles of the construction insurance policies are to be for the account of the General Contractor, or for the account of any subcontractor deemed responsible for the Claims(s), for any Claim(s) for the perils of flood or earthquake over which the General Contractor or any such subcontractor has no control, the deductibles will be shared equally (50/50) between the Board and the Township.
- 14.13 The Board will enter into an Ontario Association of Architects standard form of contract (the “OAA Contract”) with the Board’s consultant for the PIW and the Board’s consultant will maintain insurance requirements, including professional liability insurance, as required under the OAA Contract.

15. DISPUTE RESOLUTION

- 15.1 In the event of a Dispute between the Parties, the Parties shall make good faith efforts to resolve the Dispute by negotiation.
- 15.2 In the event that negotiations do not lead to a resolution of the Dispute, the Parties agree that alternative dispute resolution processes such as mediation, appointment of a neutral third party evaluator or arbitration shall be used to resolve a Dispute that may arise under this Agreement.
- 15.3 Either Party may, at any time, give written notice of a Dispute to the other.
- 15.4 No later than ten (10) days after the delivery of a written notice of a Dispute (the “**Dispute Notice**”), the Parties shall meet and attempt, in good faith, to resolve the Dispute.
- 15.5 If the Dispute is not resolved within thirty (30) days of the delivery of the Dispute Notice, either Party may, by giving written notice to the other Party, require that the Dispute be submitted to mediation or arbitration and the Parties agree that notice requiring arbitration may be given whether or not mediation is ongoing. If

notice requiring arbitration is given while mediation is ongoing, the Parties shall cease all mediation activities and proceed with arbitration.

15.6 Mediation of a Dispute shall be subject to the following terms and conditions:

(a) The Party giving (the “**Notifying Party**”) a notice of mediation (the “**Mediation Notice**”) shall include the names of two (2) individuals to act as mediator. After receiving the Mediation Notice, the other Party (the “**Receiving Party**”) shall within five (5) Business Days submit the names of two (2) individuals to act as mediator. If the Receiving Party fails to submit such names within five (5) Business Days, the Receiving Party shall be deemed to accept as a mediator, either of the persons selected by the Notifying Party. Individuals nominated to act as mediator shall be qualified and experienced professional mediators whose mediation practice is based in Eastern Ontario;

(b) Where the Receiving Party submits its two (2) names in accordance with Sub Section 15.6(a), a single individual shall be unanimously chosen as mediator by the Parties from the names submitted; provided, however, that if the Parties are unable to reach agreement on the selection of a mediator within five (5) Business Days after the Receiving Party has provided the names of its proposed mediators, the mediator shall be selected at random by draw from among the mediators proposed by the Parties;

(c) not more than ten (10) Business Days after the date of the appointment of the mediator, each Party shall submit to the mediator and to the other Party, a “without prejudice” written mediation brief of not more than ten (10) pages in length setting out the Party’s position concerning the matters involved in the dispute;

(d) the mediation shall be attended by the representatives of the Parties with full authority to settle the Dispute. A Party may be accompanied to the mediation by its lawyer provided that it gives the other Party written notice at least three (3) Business Days prior to the mediation of its intention to do so;

(e) either Party or the mediator shall be entitled to withdraw from the mediation at any time;

(f) the mediation shall end on the earlier of: (a) the date that the Parties enter into a binding settlement agreement with respect to the Dispute; (b) the date that either Party or the mediator withdraws from the mediation; and (c) at 5:00 p.m. (Eastern time) on the day that is the forty-fifth (45th) Business Day after the notice of mediation was received in accordance with the terms of this Agreement; and

(g) the fees and expenses of the mediation shall be borne as specified in a settlement, if a settlement is obtained. If no settlement is obtained, the mediator’s fees and expenses shall be as specified in the notice issued by the mediator stating that the mediation has failed. Each Party shall bear its own expenses of the mediation whether or not it is successful.

15.7 Arbitration of a Dispute shall be subject to the following terms and conditions:

(a) the Dispute shall be determined by the provisions of the *Arbitration Act* by a sole arbitrator agreed upon by the Parties, or failing agreement, appointed by a judge of the Ontario Superior Court of Justice upon the application of either of the Parties; and

(b) any determination by arbitration shall include a determination as to payment of the costs of the arbitration and shall be binding upon the Parties, who shall not have any right of appeal from such determination.

- 15.8 The negotiations and other settlement efforts of the Parties shall, in all respects, be kept confidential and shall be strictly without prejudice. All information provided, documents disclosed or statements made in the course of those negotiations and settlement efforts, including without limitation, any admission, view, suggestion, notice, response, discussion, position or settlement proposal, shall be held in strict confidence by the Parties and, unless there is a legal requirement that such information be revealed, it shall not be subject to disclosure through discovery or any other process or relied upon by any Party and shall not be admissible into evidence for any purpose, including impeaching credibility, in any subsequent proceedings except as required by law.

16. CONSENTS/APPROVALS

- 16.1 This Agreement is subject to and conditional upon the Parties complying with and obtaining all required consents and approvals under Applicable Laws (including, for greater certainty, the *Planning Act* and the approval to proceed by the Ministry of Education). The Parties agree to use their respective best efforts to obtain such consents and approvals.

17. ADDITIONAL PROVISIONS

17.1 Amendments/Waivers

No assent or consent to changes in or waiver of any part of this Agreement shall be deemed or taken as made unless the same be done in writing and attached to or endorsed hereon by the Township and the Board. No covenant or term of this Agreement stipulated in favour of the Township or the Board shall be waived, except by express written consent of the other Party, whose forbearance or indulgence in any regard whatsoever shall not constitute a waiver of the covenant, term or condition to be performed; and until complete performance of the said covenant, term or condition, the Party to whom such obligation is owed shall be entitled to invoke any remedies available under this Agreement or by law despite such forbearance or indulgence.

17.2 Successors and Assigns

- (a) This Agreement shall bind and benefit the Parties hereto and their respective successors and permitted assigns.
- (b) Despite any permitted assignment of this Agreement by the Township, the Township shall remain liable to the Board under this Agreement unless released in writing by the Board.

- (c) Despite any permitted assignment of this Agreement by the Board, the Board shall remain liable to the Township under this Agreement unless released in writing by the Township.

17.3 Notices

All notices, demands or other communications required or permitted under this Agreement shall be in writing and shall be given or made either by delivering the same personally, by electronic transmission, or by mailing the same first class mail postage prepaid and either registered or certified, return receipt requested, addressed to the Party as follows:

- (a) where the Board is the intended recipient:

Upper Canada District School Board
225 Central Avenue West
Brockville, Ontario
K6V 5X1
Attention: Executive Superintendent of Business

- (b) where the Township is the intended recipient:

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

All such notices, demands, communications or other deliveries shall be dated as of the date of sending thereof and shall be conclusively deemed to have been given and received, if delivered personally on the date of delivery, if given by electronic transmission on the date of such transmission, and if given by mail on the date of its actual receipt as illustrated by the post office records.

17.4 Unavoidable Delay

If there is an Unavoidable Delay in the performance of any act or compliance with a covenant or condition, performance or compliance during the period of Unavoidable Delay shall be excused and the period for the performance or compliance shall be extended for a period equal to the period of the Unavoidable Delay.

17.5 Entire Agreement

This Agreement, the documents ancillary thereto and such rules and regulations as may be adopted and promulgated by the Township from time to time, acting reasonably, and provided to the Board, constitute the entire agreement between the Parties.

17.6 Severability

If any section, clause or provision (or any part of any section, clause or provision) herein contained shall be adjudged invalid, the same shall not affect the validity of any other section, clause or provision of this Lease (or as the case may be, the remainder of any section, clause or provision in which it is found), or constitute any other cause of action in favour of either Party against the other.

17.7 Governing Law

This Lease shall be construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

17.8 Captions

The captions appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision thereof.

17.9 Legal Advice

The Parties acknowledge that each has had the opportunity to consult with legal counsel in connection with the negotiation and execution of this Agreement and they further acknowledge that all provisions of this Agreement have been freely and fully discussed and negotiated and that this Agreement does not constitute a standard form of contract with no opportunity for negotiation.

17.10 Survival

Upon the termination of this Agreement:

- (a) all claims, causes of action or other outstanding obligations remaining or being unfulfilled as at the date of termination;
 - (b) all of the provisions of this Agreement relating to the obligations of either of the Parties to account to or indemnify the other and to pay to the other any monies owing as at the date of termination in connection with this Agreement; and
 - (c) all provisions which are stated to survive;
- shall survive such termination.

17.11 No Other Relationship

The Parties agree that neither any provision of this Agreement, nor any documents ancillary hereto nor any act of the Parties, shall be deemed to create any relationship between them other than the relationship of landlord and tenant.

17.12 Counterparts

This Agreement may be executed in counterparts, and executed counterparts bearing signatures of the Township and the Board shall constitute a fully executed original of this Lease.

17.13. Circumstances Beyond the Control of Either Party

In the event that the Board or the Township shall be delayed or hindered in or prevented from the performance of any act other than their obligation to make payments and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war, act of God, pandemic, epidemic, quarantine, public health emergency or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

17.14 Registration of Notice of Lease

The Board shall be entitled to register a short form of lease or Notice of Lease, provided that any short form or Notice shall only describe the Parties, the Leased Lands, the Term and any restrictive covenants. Any short form or Notice of Lease shall be prepared by the Board's solicitors but shall be subject to the approval of the Township and its solicitors and shall be registered at the Board's expense. The Board shall bear the actual costs of the Township with respect to the review by the Township's solicitors of the short form or Notice of Lease.

signature page follows

IN WITNESS WHEREOF the Parties have signed this Agreement as of the date first above mentioned.

CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

By: _____

Name: Tony Fraser

Title: Mayor

By: _____

Name: Jo-Anne McCaslin

Title: Clerk

UPPER CANADA DISTRICT SCHOOL BOARD

By: _____

Name: Stephen Sliwa

Title: Director of Education

By: _____

Name: Jeremy Hobbs

Title: Executive Superintendent of Business

SCHEDULE A

Legal Description of School Property

PIN 66102-0251 LT: LT 9 RCP 70; S/T DR 39865; NORTH DUNDAS, and

PIN 66102-0252 LT: LT 8 RCP 70; EXCEPT PT 2 8R2807; NORTH DUNDAS

SCHEDULE B

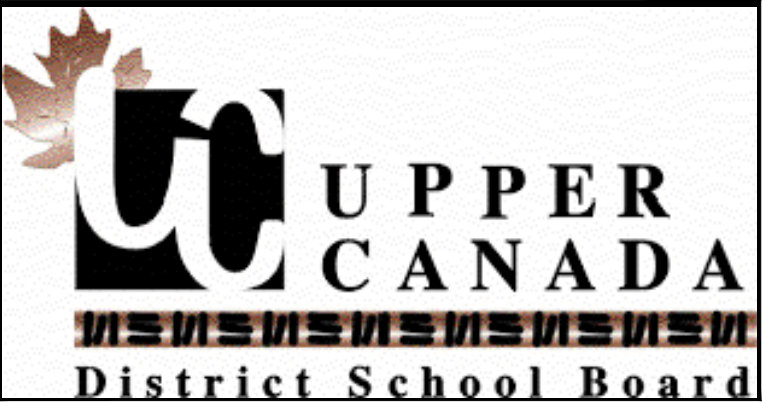
Legal Description of Township Properties

PIN 66102-0283 LT (YORK STREET)

Part of PIN 66102-0286 LT (LOUISE STREET)

Part of PIN 66102-0386 LT (CLARENCE STREET)

Schedule C



- GRAPHIC LEGEND
- NEW ASPHALT SURFACE - SEE CIVIL
 - NEW SODDED AREA
 - NEW CONCRETE SIDEWALK / PAD - SEE CIVIL
 - DENOTES LEASED AREA

- SITE PLAN NOTES:
- NEW CONCRETE SIDEWALK. REMOVE EXISTING CONCRETE AND/OR ASPHALT SURFACES TO SUIT. SEE CIVIL.
 - NEW CONCRETE CURB. NEW CONCRETE CURBS TO BE INSTALLED AS PER DRAWINGS (SEE CIVIL & AS FOLLOWS):
 - ALONG BOTH SIDES OF YORK STREET FROM LOUISE STREET TO ST. LAWRENCE STREET.
 - ALONG BOTH SIDES OF LOUISE STREET FROM YORK STREET TO CLARENCE STREET.
 - ALONG SCHOOL SIDE OF CLARENCE STREET.
 - AROUND ENTIRE PERIMETER OF NEW SCHOOL PARKING LOT LOCATED SOUTH OF YORK STREET (INCLUDING ISLANDS).ALL CURBS ARE TO BE INTEGRATED INTO EXISTING CURBS WITH RAISES TO SUIT AS PER TOWNSHIP REQUIREMENTS. SEE CIVIL.
 - NEW PAVEMENT PAINTING.
 - NEW PAINTED PEDESTRIAN CROSSING.
 - EXISTING PLAY STRUCTURE TO REMAIN.
 - EXISTING SIDEWALK TO REMAIN.
 - NEW DEPRESSED CURB C/W TACTILE WALKING SURFACE. SEE CIVIL.
 - NEW PARKING SPACE C/W PAVEMENT MARKING.
 - NEW PAINTED SAFETY ISLAND.
 - NEW ASPHALT SURFACE. SEE CIVIL.
 - PROVIDE 2" X 6" X 12" FREEMANN FRESHMAN MAPLE 60MM DIA. VIB STAKED.
 - NEW ENTRANCE TO PARKING LOT. SAWCUT EXISTING ASPHALT TO SUIT. SEE CIVIL.
 - DEPRESSED CURB. SEE CIVIL.
 - PRODUCT STANDARD OF ACCEPTANCE - ANCHOR CONCRETE SYSTEMS REDCAST 8 SERVICE BUILDING 2400 W X 1800 L X 2165 H CLEAR INSIDE DIMENSIONS. SEE SPEC FOR ADDITIONAL DETAILS. REQUIREMENTS. STRUCTURE TO BE INTEGRATED INTO EXISTING FENCE WITH FRONT DOOR FACING & OPENING INTO SCHOOL YARD. MODIFY EXISTING FENCE TO ACCEPT BUILDING TO SUIT.
 - RELOCATE FOUR (4) EXISTING 12" X 4" LONG BICYCLE RACKS TO YORK/ LOUISE STREET ENTRY GATE. EXACT LOCATION TO BE COORDINATED ON SITE WITH CLIENT CONSULTANT.
 - SLOPE SIDEWALK TO SUIT 0.8% C. BARRIER FREE REQUIREMENTS. SEE CIVIL.
 - CAREFULLY REMOVE EXISTING CHAIN LINK FENCE & REINSTALL TO FOLLOW NEW SIDEWALK BOUNDARY ALONG YORK STREET TO SUIT. INTEGRATE INTO REMAINING EXISTING CHAIN LINK FENCE TO SUIT. ADVISE OWNER & CONSULTANT IF ADDITIONAL CHAIN LINK FENCING SECTIONS WILL BE REQUIRED ONCE RELOCATED SECTIONS ARE SALVAGED. CONTRACTOR TO PROVIDE UNIT RATE COST PER FT IN BID FOR ADDITIONAL CHAIN LINK FENCING (TYP).
 - NEW GALVANIZED CHAIN LINK FENCING TO MATCH EXISTING.
 - EXISTING ASPHALT SURFACE TO BE REMOVED. PREPARE SUB-BASE & PROVIDE NEW SOD TO SUIT. INTEGRATE TO EDGE OF EXISTING TURF.
 - EXISTING TREE TO REMAIN. DO NOT DISTURB ROOT BALL. DRIP LINE.
 - EXISTING ASPHALT SIDEWALK TO BE REMOVED. PREPARE SUB-BASE AND PROVIDE NEW SOD TO SUIT. INTEGRATE INTO EDGE OF EXISTING TURF.

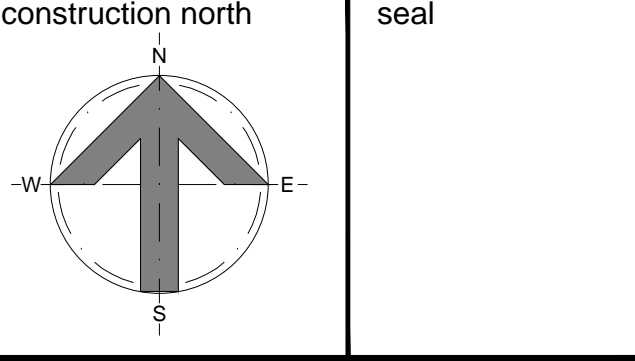
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	ISSUED FOR REVIEW	2020-01-20
	ISSUED FOR REVIEW	2019-05-29
	ISSUED FOR REVIEW	2018-12-07
	ISSUED FOR REVIEW	2018-11-30
	ISSUED FOR REVIEW	2018-11-23
	ISSUED FOR 66% SUBMISSION	2018-10-15
	ISSUED FOR REVIEW	2018-09-26
no.	revision	date

N45 ARCHITECTURE INC.

71 Bank Street, 7th Floor - Ottawa, Ontario, K1P 5N2
tel. 613.224.0095 fax 613.224.9811

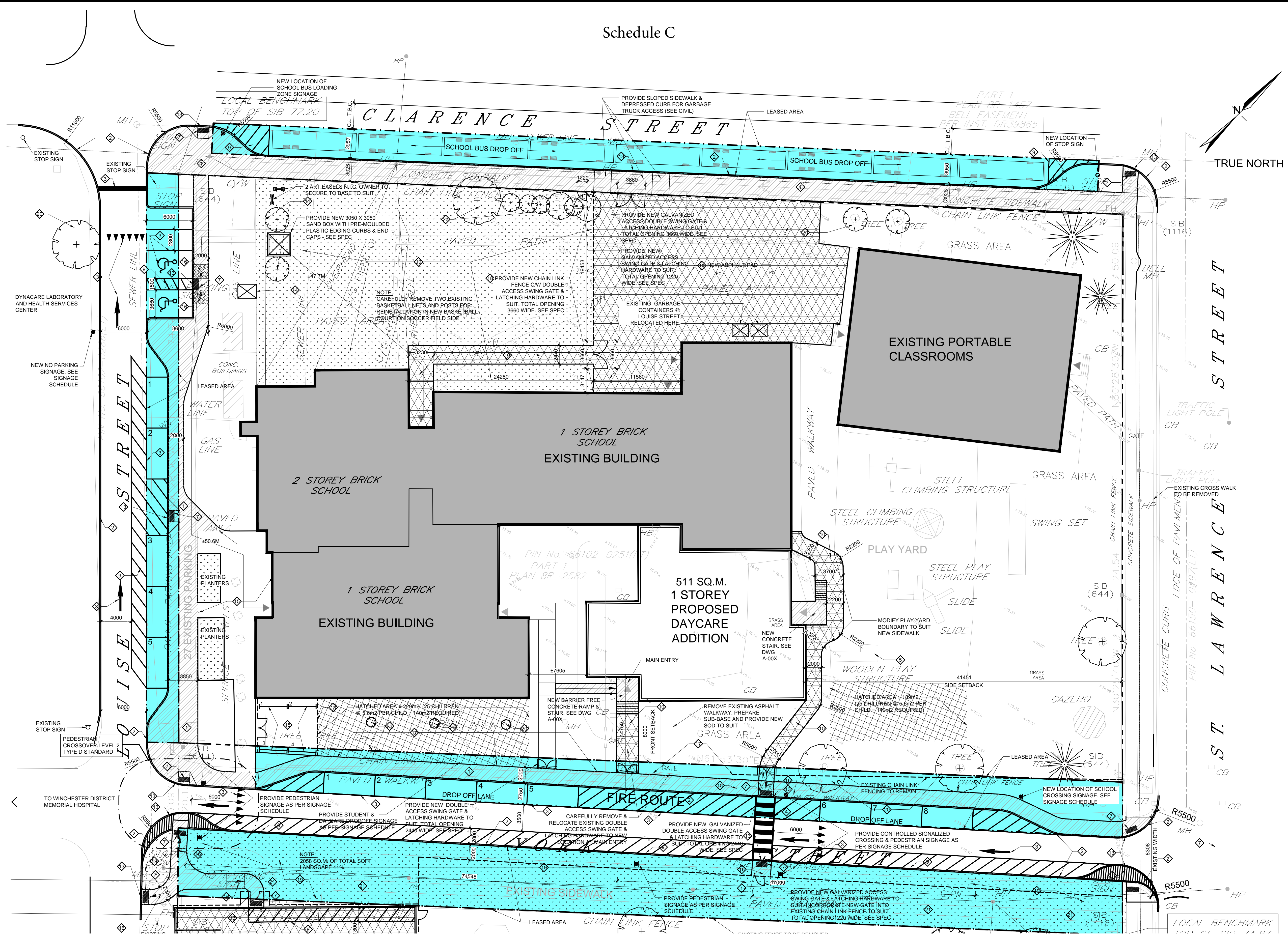
UCDSB-WINCHESTER DAYCARE ADDITION

547 LOUISE STREET SOUTH,
WINCHESTER, ONTARIO
K0C 2K0



drawing title
PARTIAL SITE PLAN
PROPOSED DAYCARE ADDITION

scale 1:250	drawn by EC
date JAN 2020	checked by KD
project number 16-003	drawing number A-001
CONTRACTOR TO VERIFY ALL DIMENSIONS AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BEFORE WORK COMMENCES.	
DO NOT SCALE DRAWINGS	



PLAN OF SURVEY OF
LOTS 8 AND 9
REGISTERED PLAN No. 70
VILLAGE OF WINCHESTER
COUNTY OF DUNDAS
GEORGE BRACKEN LIMITED

George Bracken Limited
ONTARIO LAND SURVEYORS
40 MAIN STREET, WEST
SMITHS FALLS, ONTARIO
K7A 4S9
PHONE: (613) 283-2233 FAX: (613) 283-6886
DRAWN BY: GNB MATH CHECK: GNB
CALCD BY: GNB FILE: SFP-202
CHECKED BY: GNB JOB No.: B-3206

- LEGEND
- DENOTES SURVEY MONUMENT FOUND
 - DENOTES SURVEY MONUMENT PLANTED
 - SIB DENOTES STANDARD IRON BAR
 - IB DENOTES SHORT STANDARD IRON BAR
 - RIP DENOTES IRON BAR
 - X--X DENOTES ROUND IRON PIPE
 - HP DENOTES FENCE
 - (1116) DENOTES HYDRO POLE
 - (644) DENOTES W.J. JOHNSTON, O.L.S.
 - U/G DENOTES STIDWILL & SMITH
 - O/H DENOTES UNDER GROUND
 - DENOTES OVERHEAD

BEARING REFERENCE

BEARINGS SHOWN HEREON ARE ASTRONOMIC, DERIVED FROM THE WESTERLY LIMIT
PART 1, PLAN 8R-2582, SHOWN AS N30°28'30"W.

SCALE: 1:250



1 PROPOSED SITE PLAN
A001 SCALE 1:250

Schedule C

SEE DWG A-001 FOR CONTINUATION OF SITE WORK

SEE DWG A-001 FOR CONTINUATION OF SITE WORK

SEE DWG A-001 FOR CONTINUATION OF SITE WORK

GRAPHIC LEGEND

- NEW ASPHALT SURFACE - SEE CIVIL
- NEW SODDED AREA
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no.	revision	date
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	ISSUED FOR REVIEW	2020-01-20
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	ISSUED FOR REVIEW	2018-11-30
	ISSUED FOR REVIEW	2018-11-23
	ISSUED FOR 66% REVIEW	2018-10-15
	ISSUED FOR 33% REVIEW	2018-07-31

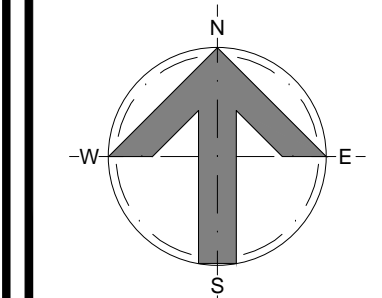
N45 ARCHITECTURE INC.

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UCDSB-WINCHESTER
DAYCARE ADDITION

547 LOUISE STREET SOUTH,
WINCHESTER, ONTARIO
K0C 2K0

construction north



seal

drawing title

PARTIAL SITE PLAN
PROPOSED PARKING AREA

scale
1:250

date
AUGUST 2018

project
number
16-003

drawn by
EC

checked by
KD

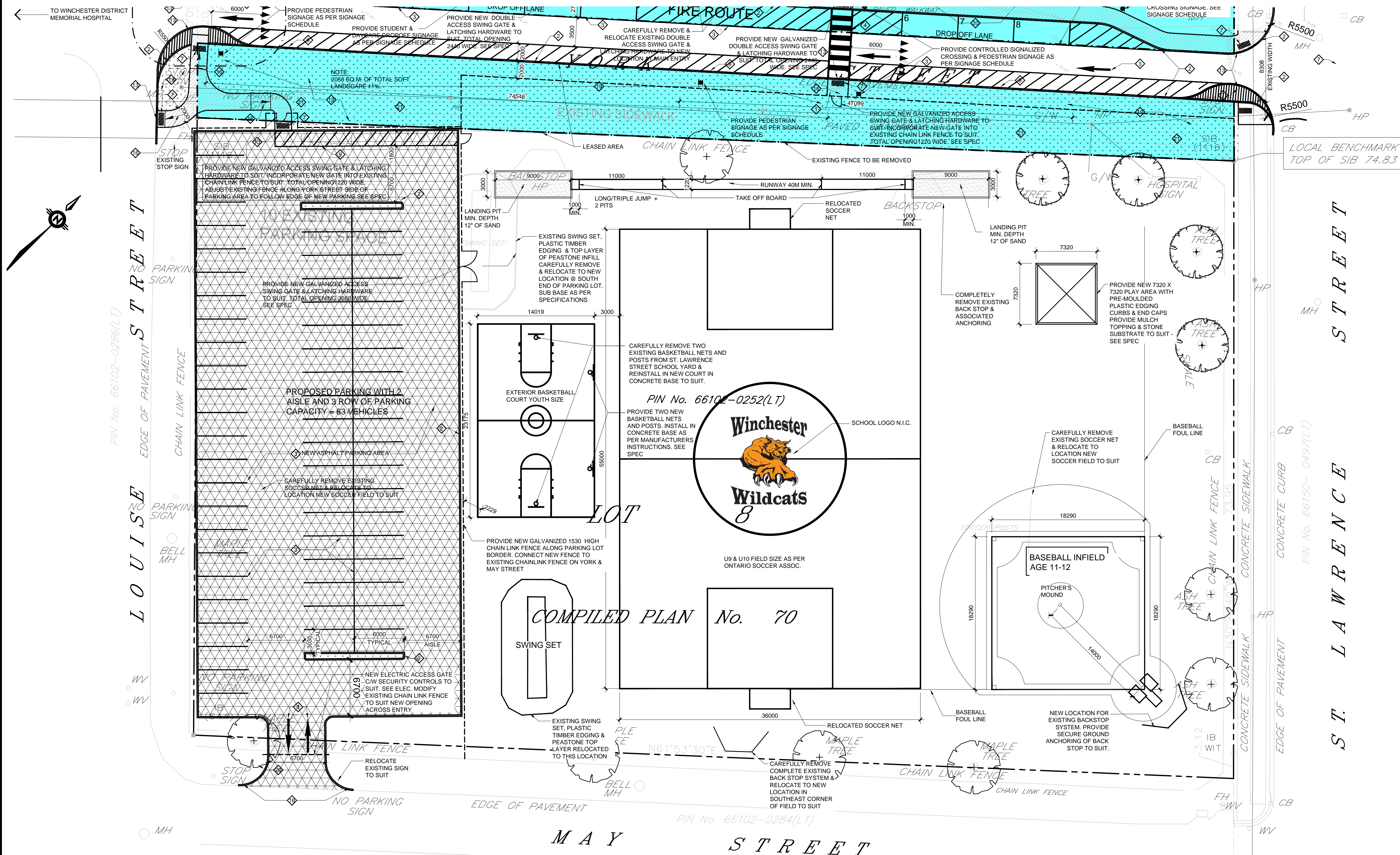
drawing number
A-002

CONTRACTOR TO VERIFY ALL DIMENSIONS AND
NOTIFY THE ARCHITECT OF ANY DISCREPANCIES
BEFORE WORK COMMENCES.

DO NOT SCALE DRAWINGS

revision

1
A001 PROPOSED SITE PLAN
SCALE 1:250



PLAN OF SURVEY OF
LOTS 8 AND 9
REGISTERED PLAN No. 70
VILLAGE OF WINCHESTER
COUNTY OF DUNDAS
GEORGE BRACKEN LIMITED

George Bracken Limited
ONTARIO LAND SURVEYORS
40 MAIN STREET, WEST
SMITHS FALLS, ONTARIO
K7A 4S9

PHONE: (613) 283-2233 FAX: (613) 283-6886

DRAWN BY: GNB MATH CHECK: GNB

CALCD BY: GNB FILE: SRF-202

CHECKED BY: GNB JOB No.: B-3206

LEGEND

- DENOTES SURVEY MONUMENT FOUND
- DENOTES SURVEY MONUMENT PLANTED
- SIB DENOTES STANDARD IRON BAR
- SSIB DENOTES SHORT STANDARD IRON BAR
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BEARING REFERENCE

BEARINGS SHOWN HEREON ARE ASTRONOMIC, DERIVED FROM THE WESTERLY LIMIT
PART 1, PLAN 8R-2582, SHOWN AS N30°28'30"W.

SCALE: 1:250





ACTION REQUEST – Clerk	
To:	Mayor and Members of Council
Date of Meeting:	January 19, 2021
Subject:	By-law No. 2021-10 Marriage Solemnization Services

RECOMMENDATION:

THAT By-law 2021-10, being a by-law to further authorize and delegate the authority to provide marriage solemnization services to Jessica Manley be read and passed in Open Council, signed and sealed this 19th day of January, 2021.

BACKGROUND:

The Township of North Dundas has been providing marriage solemnization services to the public since 2005. By-law 16-2005 authorizes the Clerk to provide civil marriage solemnization services and also provides the authority to the Clerk to designate the ability to perform civil marriage services to another person. As the demand for this service continues to grow, I feel it is appropriate to increase the number of Township officiants to assist current officiants and to provide back-up when required.

OPTIONS AND DISCUSSION:

- 1. Adopt By-law No. 2021-10 as presented – recommended**
- 2. Do not adopt the By-law – not recommended.**

OTHERS CONSULTED:

CAO

ATTACHMENTS:

By-law No. 2021-10

PREPARED BY:

**Jo-Anne McCaslin, CMO
Municipal Clerk**

REVIEWED & APPROVED BY:

**Angela Rutley, BBA
CAO**

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BY-LAW No. 2021-10

A By-law to further authorize and delegate the authority to provide marriage solemnization services

WHEREAS the *Municipal Act 2001*, as amended provides that the powers of every Council are to be exercised by by-law;

AND WHEREAS the *Marriage Act, R.S.O. 1990*, as amended, authorizes the Clerk of a local municipality to solemnize marriages under the authority of a licence;

AND WHEREAS the *Municipal Act, 2001*, as amended, provides that the Clerk may delegate in writing to any person, any of the Clerk's powers and duties under this and any other Act;

AND WHEREAS the Council of the Township of North Dundas deems it desirable to provide marriage solemnization services to the public in the Province of Ontario;

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

- 1.0** That the Council of The Corporation of the Township of North Dundas hereby directs that civil marriage solemnization services are provided.
- 2.0** That Jo-Anne McCaslin is the Clerk and she is authorized to solemnize marriages as set out under Ontario Regulation 285/04 and the *Marriage Act, R.S.O. 1990*, chapter M.3 for the Province of Ontario.
- 3.0** That Council hereby supports the Clerk in delegating the authority to provide civil marriage solemnization services to the individual named herein.
- 4.0** That Jessica Manley is hereby authorized and delegated the authority to provide civil marriage solemnization services.
- 5.0** That the fee for said service shall be in accordance with the current Tariff of Fees By-law and paid in advance of the ceremony to the municipality.
- 6.0** That the above fees do not include the fee for a marriage licence.
- 7.0** That civil marriage solemnization services will be provided at the availability of the Marriage Officiants.
- 8.0** That this By-law shall come into force and effect on the date of passing.

READ and passed in Open Council, signed and sealed this 19th day of January, 2021.

MAYOR

CLERK



ACTION REQUEST – Clerk	
To:	Mayor and Members of Council
Date of Meeting:	January 19, 2021
Subject:	By-law No. 2021-11 - Marriage Solemnization Services

RECOMMENDATION:

THAT By-law 2021-11, being a by-law to further authorize and delegate the authority to provide marriage solemnization services to Nancy Johnston be read and passed in Open Council, signed and sealed this 19th day of January, 2021.

BACKGROUND:

The Township of North Dundas has been providing marriage solemnization services to the public since 2005. By-law 16-2005 authorizes the Clerk to provide civil marriage solemnization services and also provides the authority to the Clerk to designate the ability to perform civil marriage services to another person. As the demand for this service continues to grow, I feel it is appropriate to increase the number of Township officiants to assist current officiants and to provide back-up when required.

OPTIONS AND DISCUSSION:

- 1. Adopt By-law No. 2021-10 as presented – recommended**
- 2. Do not adopt the By-law – not recommended.**

OTHERS CONSULTED:

CAO

ATTACHMENTS:

By-law No. 2021-11

PREPARED BY:

Jo-Anne McCaslin, CMO
Municipal Clerk

REVIEWED & APPROVED BY:

Angela Rutley, BBA
CAO

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BY-LAW No. 2021-11

A By-law to further authorize and delegate the authority to provide marriage solemnization services

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- 3.0** That Council hereby supports the Clerk in delegating the authority to provide civil marriage solemnization services to the individual named herein.
- 4.0** That Nancy Johnston is hereby authorized and delegated the authority to provide civil marriage solemnization services.
- 5.0** That the fee for said service shall be in accordance with the current Tariff of Fees By-law and paid in advance of the ceremony to the municipality.
- 6.0** That the above fees do not include the fee for a marriage licence.
- 7.0** That civil marriage solemnization services will be provided at the availability of the Marriage Officiants.
- 8.0** That this By-law shall come into force and effect on the date of passing.

READ and passed in Open Council, signed and sealed this 19th day of January, 2021.

MAYOR

CLERK



KEY INFORMATION REPORT

Finance

January 19, 2021

SUBJECT: 2021 Budget Update

We would like to apprise Council of the status of the 2021 draft budget process as it currently exists.

A budget planning memo was circulated to all department heads in the fall of 2020

- Timetable was issued at that time to all departmental managers. CAO's office and treasury department held meetings with department heads during November and December.
- Dec 8th – 15th: First DRAFT presented to council with a net requirement from taxation of \$7,091,126: This represented an increase over previous year of \$303,269 or approximately 4.5%.
- January 6th 2021 – Managers' meeting and discussion with all department heads – requesting a review re: amendments to budgets.
- January 19th 2021 – meeting with Council to discuss

We are providing Council with a one-page summary of amendments by department – attached as "Appendix A".

In summary form the Draft Budget is as follows:

Taxation Requirements: PRELIM DRAFT	\$7,091,126
Decrease to Capital Projects, (Pg. 1 of Appendix "A")	(5,385)
Increase to Operating Costs (Pg. 1 of Appendix "A")	<u>6,950</u>
Revised Net Requirement from Taxation Levy	7,092,691
Previous Year's Levy (2020)	<u>6,787,857</u>
Increase over Previous Year	<u>\$304,834</u>
Percentage Dollar Increase Over Previous Year	4.5%
Increase in Residential Tax Rate Over Previous Year	3.5%

Township of North Dundas
2021 Budget - 2nd Draft - Detailed - January 19, 2021

Requirement from Taxation - As Presented on December 8 and 15, 2020

\$ 7,091,126

Department	Particulars	Change in Revenues		Change in Expense		Net Impact on Budget
		Account No.	Amount	Account No.	Amount	
Changes - Capital						
Fire Services	Morewood Fire - Remove Hose Reel			1-5-2010-8000	(4,500)	(4,500)
Recreation, Culture and Other Facilities	Administration - remove computer and replace with docking station (\$1,200 to \$315)			1-5-7000-8000	(885)	(885)
	Old Town Hall - HVAC	1-4-7600-8005	6,250	1-5-7600-8000	6,250	-
Net Impact on Proposed Changes to Capital			6,250		865	(5,385)
Changes - Operations						
Transportation Services	Upgrades to office area at garage (originally estimated at \$6,000, revised \$16,000) - Supply and install vinyl click floor in offices, lunchroom, hallways and bathroom, paint all areas, install closet doors in lunchroom, install baseboards and shoe mould	Transfer from Reserves Funds COVID funding	10,000	1-5-3300-7150	10,000	-
Recreation, Culture and Other Facilities	Memberships - Reduce - membership not required			1-5-7000-1320	(150)	(150)
	Chesterville Community Park - Waterfront Dock - replace decking			1-5-7210-7150	4,000	4,000
	Morewood Park/Rink - Building Maintenance Projects - Increase from \$3,000 to \$3,200			1-5-7215-7150	200	200
	Inkerman Rink - increase repairs and maintenance from \$300 to \$700			1-5-7230-2400	400	400
	Winchester Ball Diamonds/Parks - Add new park sign for 100 Club Park			1-5-7270-7150	800	800
	Small Equipment Repairs and Maintenance - increase from \$1,000 to \$1,800			1-5-7758-2070	800	800
	Hallville Fire Station - Install flag pole			1-5-2020-7150	900	900
Waste Management	Renovations to office area to accommodate distance re: COVID-19	Transfer from Reserves Funds COVID funding	1,000	1-5-4020-7400	1,000	-
Net Impact on Proposed Changes to Operations			11,000		17,950	6,950
Total Net Impact on Proposed Changes			17,250		18,815	1,565
Revised Net Requirement from Taxation						\$ 7,092,691

Previous Year's Levy (2020)

6,787,857

Increase in Dollars

\$ 304,834

%age Increase

4.49%**APPENDIX "A"**



KEY INFORMATION REPORT

Economic Development and Communications

January 19, 2021

SUBJECT: Shop Local Promotion

In an effort to support local businesses to regain traction during Covid-19, we are creating a North Dundas business promotional directory that will be inserted into the 2021 Explore North Dundas publication in lieu of the usual map feature and Township content. Each business will have their own business card sized advertising block. The online version will be clickable and will direct customers to the business's website or social media for further engagement.

To be included in the ad, businesses must be located within North Dundas and be open to the public in some capacity offering customers the option for call in orders, in store shopping, curb side pickup or delivery. We want to focus our efforts on profit driven businesses most effected by Covid-19, so non-profit organizations, charities and direct sales businesses have not been included, which is similar to how we ran the promotion last summer. There is no cost to the participating businesses to have their ad included or to get it designed. We are requesting Council's input on this decision.

To solicit as many businesses as possible, businesses are being called directly, Facebook posts have been released, and the information has been shared by email and with the Chamber of Commerce to their members. Details from the businesses that are interested in the opportunity will be gathered over a two-week period. Final approval for businesses to be included will be at the discretion of the Township. Space is limited, so businesses are encouraged to submit their details as soon as possible.

All costs associated with this promotion are included within the budget for the 2021 Explore North Dundas publication.

Options:

Option 1: Include non-profit organizations, charities and direct sales businesses in the promotion

Option 2: Do not include non-profit organizations, charities and direct sales businesses in the promotion



KEY INFORMATION REPORT

Public Works

January 19, 2021

SUBJECT: Water & Sewer 2021 Budget

BUDGET SUMMARY – WATER & WASTEWATER, PUBLIC WORKS

To:	Mayor and Members of Council
Date of Meeting:	January 19, 2021
Subject:	2021 Draft Budget

DEPARTMENT OVERVIEW:

Public Works is responsible for the transportation system, fleet, municipal drainage, and municipal water and sewer systems. Users of the municipal water and sewer system pay for the operation and capital of the Township of North Dundas' Drinking Water Supply System (DWSS) and sewer systems. The DWSS is comprised of eight active groundwater wells, five pump houses with Chlorine disinfection, two storage reservoirs, two elevated storage tanks and approximately 41.5 km of distribution system piping. Township of North Dundas sewage system include, Winchester Sewage Treatment System (Lagoons), Ottawa St. PS 1, St. Lawrence St. PS 2, Bailey St. PS 3, Main St. PS 4, 20kms of sewer pipes in Winchester, 250 manholes in Winchester,

2021 BUDGET CAPITAL:

North Dundas Water

- 1) 1-5-9000-8000 Capital – Class B Environmental Assessment (\$250,000)
Complete on-going Class EA Study including increase in pumping test duration to 72 hrs for Chesterville well # 6.
- 2) 1-5-9000-8001 Capital – Meters (\$48,000)
Planned replacement of meters in Winchester to align with new meter reader system.
- 3) 1-5-9000-8006 Capital – Watermain loop (50,000)
Field investigation and initiation of detailed design for 300mm watermain loop between Main Street and Fred Street, through Wellings of Winchester development, as per J. L. Richards servicing study.
- 4) 1-5-9000-8007 Capital – Water Source (\$100,000)
Detailed Design for additional water source / capacity expansion. Additional funding will be required in 2022 to complete the detailed design.

- 5) 1-5-9010-8003 OCWA Recommendations (\$68,000)
- 6) 1-5-9010-8004 – Capital – OCWA Building (\$50,000)
Roof at OCWA office building in Chesterville is leaking. Temporary fixes by OCWA staff were completed in 2020, but full replacement is required in 2021.
- 7) 1-5-9010-8005 – Reservoir Expansion (\$100,000)
Detailed design for new 450 m3 water storage tank in Chesterville as per J. L. Richards servicing study.
- 8) Light Duty Truck – (\$10,000 W&WW Reserve + \$25,000 from Development Charges)
With the increase in growth and renewed focus on infrastructure improvements, the light duty truck will be utilized by the director / PW admin for safely accessing construction sites, inspecting wells and pumping stations, meeting with water / sewer users, review developments adjacent to municipal infrastructures, performing roadside inspections, meeting with residents at their driveways, as well as monitor road conditions during snow storm events. The truck will be equipped with flashing lights and Township logo to provide for visual safety on roads. In 2020, significant number of trips were conducted with Patrol Supervisor, the addition will allow better realignment of resources.

Winchester Sewer

- 9) 1-5-9020-8003 – OCWA Recommendations – (\$64,300)
- 10) 1-5-9020-8004 – Lagoon Expansion (\$100,000)
Detailed Design. Additional funding will be required in 2022 to complete the detailed design.
- 11) 1-5-9020-8006 – Capital – Sewage Meter (\$50,000)
Various locations. Including new meter and connection system is required to streamline the process with Lactalis to discharge intermittent but clean over flows to Township sewers. The meter will assist Township to charge based on actual sewer discharge versus making assumptions.

Lactalis has its own lagoons for industrial sewage, but their domestic sewage from the lunchroom and washrooms is discharged to the municipal system. There is no meter on this discharge and currently Lactalis is billed for sewer on an assumed volume that pre-dates amalgamation. Despite large increases in the number of employees working at the facility over this time, the volume has not been updated. Installing a meter to measure Lactalis' sewage discharge to the municipal system would allow us to accurately bill Lactalis.
- 12) 1-5-9020-8007 – Main Street PS upgrade (\$300,000)

Detailed design for Main Street PS upgrade and extension of forcemain to Gladstone.

Chesterville Sewer

13)1-5-9030-8003 – OCWA Recommendations - \$0

2021 BUDGET OPERATING:

1) Wages, PT Salaries and Benefits

Salary portion equivalent to one current operator's salary is shown in water/sewer budget due to following reasons:

- a. Winter operation crew provide service for snow clearing of wells when needed.
- b. Operators assist OCWA in undertaking work in-lieu of hiring a contractor such as fill holes from hydro vac, watermain breaks, hydrant painting by students, installation of markers at hydrants, etc.
- c. In 2021, the plan is to undertake transportation and placement of fill in Chesterville abandoned lagoon area by Town's staff and dump trucks.
- d. In 2021, engineering position will coordinate and lead various water and sewer capital projects.

2021 BUDGET HIGHLIGHTS:

	2021 Budget			Net Taxation Levy For 2020	Net Taxation Levy Incr. (Decr.) For 2021
	Revenues	Expendi- tures	Taxation Levy 2021		
North Dundas Water	2,030,883	2,030,883	-	-	-
Winchester Sewer	1,467,955	1,467,955	-	-	-
Chesterville Sewer	391,698	391,698	-	-	-
Water and Sewer Totals	\$ 3,890,536	\$ 3,890,536	\$ -	\$ -	\$ -



Department: NORTH DUNDAS WATER

Account Code	Account Name	2021 1ST DRAFT	2020 ACTUAL VALUES	2020 AMENDED BUDGET	2019 ACTUAL VALUES	2019 AMENDED BUDGET	2018 ACTUAL VALUES
GENERAL FUND							
Revenues							
1-4-9000-4900	Fees - Water Connection - Winch	-20,000.00	-17,550.00	-18,900.00	-7,650.00	-14,400.00	-3,500.00
1-4-9000-4901	Fees - Water Residential Users - Winch	-284,817.00	-205,977.95	-249,301.00	-244,844.50	-251,377.00	-239,932.43
1-4-9000-4902	Fees - Water Commercial User - Winch	-667,531.00	-627,277.14	-644,522.00	-633,001.19	-679,456.00	-648,521.60
1-4-9000-4903	Water Tower Space Rental - Winch	-18,700.00	-10,200.00	-10,200.00	-10,200.00	-10,200.00	-10,200.00
1-4-9000-4904	Int Income - Water Srvce Chrges - Winch	-1,800.00	-5,615.68	-17,700.00	-15,883.02	-10,500.00	-10,207.28
1-4-9000-4907	Connection Debenture - Water - Winch	0.00	-978.54	-979.00	-978.54	-979.00	-978.54
1-4-9000-4910	Int Income - Hydro Proceeds - Winch	-10,443.00	0.00	-30,500.00	-30,231.81	-29,750.00	-25,635.26
1-4-9000-4911	Water Meter Sales - Winch	-6,000.00	-12,684.67	-3,000.00	-11,894.65	-2,700.00	-914.75
1-4-9000-4920	Water Rev - Misc Rev & Cert - Winch	-8,800.00	-4,779.00	-8,800.00	-8,700.97	-7,800.00	-7,759.10
1-4-9000-8000	Water Capital Levy - Winch	-200,000.00	-117,392.27	-139,001.00	-44,456.45	-61,156.00	-32,328.70
1-4-9000-9000	Transfer From Res-Cap	-36,687.00	0.00	0.00	-11,852.34	0.00	0.00
1-4-9010-4900	Fees - Water Connection - Chest	-1,350.00	-1,350.00	-900.00	0.00	-1,350.00	-2,800.00
1-4-9010-4901	Fees - Water Residential Users - Chest	-184,717.00	-143,269.73	-178,350.00	-175,162.38	-177,620.00	-169,533.72
1-4-9010-4902	Fees - Water Commercial User - Chest	-47,454.00	-34,115.39	-45,819.00	-45,000.16	-41,346.00	-39,463.58
1-4-9010-4904	Int Income - Water Srvce Chrges - Chest	-500.00	-4,262.93	-16,700.00	-14,427.51	-9,000.00	-8,865.62
1-4-9010-4905	Fees - Water Late Payments - Chest	-1,500.00	-1,561.92	-1,500.00	-1,488.14	-1,500.00	-1,361.97
1-4-9010-4920	Misc Water Rev & Certificates - Chest	-8,500.00	-7,681.19	-8,500.00	-8,026.91	-7,500.00	-7,393.11
1-4-9010-8000	Capital Levy - Water - Chest	-9,000.00	-8,260.39	-3,887.00	-699.20	-5,733.00	-6,292.76
1-4-9010-9000	T/F Res - Water Capital - Chest	-411,084.00	-136,593.00	-136,593.00	-24,774.78	-47,381.00	0.00
	Revenues Total	-1,918,883.00	-1,339,549.80	-1,515,152.00	-1,289,272.55	-1,359,748.00	-1,215,688.42
Expenditures							
1-5-9000-1010	Wages	55,000.00	36,670.63	41,000.00	39,356.32	40,000.00	38,506.65
1-5-9000-1015	Part - Time Wages	0.00	2,269.85	2,560.00	0.00	0.00	0.00
1-5-9000-1110	Benefits	11,100.00	8,243.14	8,100.00	7,970.33	7,600.00	7,018.02
1-5-9000-1111	Group Benefits	7,300.00	3,717.50	4,500.00	3,918.65	4,000.00	4,196.69
1-5-9000-2024	Union Gas	4,000.00	3,136.22	4,000.00	3,792.18	3,500.00	3,478.37
1-5-9000-2030	Hydro	45,000.00	39,412.37	45,000.00	45,717.89	45,000.00	45,317.17
1-5-9000-2040	Water/Sewer	1,500.00	1,074.45	1,500.00	1,384.68	1,500.00	1,479.07
1-5-9000-2041	Billing/Collecting	250.00	232.57	250.00	301.46	260.00	259.86
1-5-9000-2042	Allocated Administration Expenses	7,100.00	0.00	6,000.00	7,028.59	6,000.00	5,890.59
1-5-9000-2052	Cell Phones	300.00	168.14	0.00	0.00	0.00	0.00
1-5-9000-2300	Advertising	500.00	209.54	1,000.00	961.51	500.00	169.98
1-5-9000-3010	Repairs & Maintenance Equipment	14,000.00	11,064.27	15,000.00	4,860.79	25,000.00	17,900.17
1-5-9000-4010	Contracts (OCWA)	253,834.00	243,372.60	243,373.00	239,304.96	239,305.00	234,153.60
1-5-9000-4011	Contracts- Meter Readings	0.00	40.00	0.00	2,794.52	5,600.00	5,297.50
1-5-9000-4012	Services Provided By Township	0.00	0.00	0.00	0.00	2,000.00	0.00
1-5-9000-7112	P.I.L.	15,894.00	15,137.44	15,145.00	14,423.92	14,501.00	14,078.71

Township of North Dundas
Analysis of Water and Sewer Reserves and Reserve Funds
As per 2021 Budget - First Draft

Public Works - Water & Sewer 2021 Budget

Account No.	Account Name	Anticipated Balance December 31, 2020 as per 2020 Amended Budget	Particulars	Transfers In (Transfers Out)	Anticipated Balance December 31, 2021 as per Proposed Budget
Reserves					
1-3-2000-8035	Water - TND	2,398,755.18	Transfer out for Capital Projects (1-4-9000-9000)	(36,687.00)	1,950,984.18
			Transfer out for Capital Projects (1-4-9010-9000)	(411,084.00)	
1-3-2000-8045	Sewer - Winchester	1,532,981.89	Transfer out for Capital Projects (1-4-9020-9000)	(343,517.00)	1,189,464.89
1-3-2000-8050	Sewer - Chesterville	416,386.86	Transfer to Reserve for Future Projects (1-5-9030-9000)	35,436.00	451,822.86
Total Reserves		1,949,368.75		(308,081.00)	1,641,287.75

Reserve Funds					
3-3-2000-9400	Winchester Water Capital Levy	257,673.31	Funds Anticipated to be Collected (1-4-9000-8000/1-5-9000-9004)	200,000.00	457,673.31
3-3-2000-9401	Chesterville Water Capital Levy	14,373.79	Funds Anticipated to be Collected (1-4-9010-8000/1-5-9010-9004)	9,000.00	23,373.79
3-3-2000-9405	Winchester Sewer Capital Levy	533,885.44	Funds Anticipated to be Collected (1-4-9020-8000/1-5-9020-9004)	500,000.00	1,033,885.44
3-3-2000-9406	Chesterville Sewer Capital Levy	47,137.19	Funds Anticipated to be Collected (1-4-9030-8000/1-5-9030-9004)	30,000.00	77,137.19
Total Reserve Funds		853,069.73		739,000.00	1,592,069.73

Total Reserve and Reserve Funds		2,802,438.48		430,919.00	3,233,357.48
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Department: NORTH DUNDAS WATER

Account Code	Account Name	2021 1ST DRAFT	2020 ACTUAL VALUES	2020 AMENDED BUDGET	2019 ACTUAL VALUES	2019 AMENDED BUDGET	2018 ACTUAL VALUES
1-5-9000-7150	Major Maintenance - OCWA Recomr	133,000.00	0.00	0.00	0.00	0.00	0.00
1-5-9000-7810	Professional Fees	5,000.00	0.00	5,000.00	415.02	5,500.00	90.06
1-5-9000-8000	Capital - Class B Enviromental Asse:	250,000.00	87,649.14	313,500.00	38,482.39	285,000.00	0.00
1-5-9000-8001	Capital - Meters	48,000.00	39,440.47	28,000.00	36,765.45	25,000.00	23,974.67
1-5-9000-8002	Capital - Computer	0.00	0.00	0.00	1,216.22	2,500.00	0.00
1-5-9000-8003	Capital - OCWA Recommendations	38,000.00	119,444.32	193,800.00	157,346.46	165,386.00	42,418.89
1-5-9000-8004	Capital - Well No. 5 Roof	0.00	0.00	0.00	0.00	0.00	0.00
1-5-9000-8005	Capital - Meter Reader Equipment U	0.00	14,498.27	26,000.00	0.00	0.00	0.00
1-5-9000-8006	Capital - Watermain Loop - Design	50,000.00	0.00	0.00	0.00	0.00	0.00
1-5-9000-8007	Capital - Design - Water Source	100,000.00	0.00	0.00	0.00	0.00	0.00
1-5-9000-8009	Capital - Rate Study	0.00	16,785.31	15,400.00	2,996.33	15,000.00	0.00
1-5-9000-9000	Transfers to Reserves - Winch Wate	0.00	0.00	0.00	1,498.03	0.00	101,325.83
1-5-9000-9001	T/T Res-Win Water Capital	0.00	0.00	0.00	267,844.60	0.00	224,165.45
1-5-9000-9004	Tr. to Res. - Capital Water Levy	200,000.00	139,001.00	139,001.00	44,456.45	61,156.00	32,328.70
1-5-9000-9005	Transfer to Public Works Vehicles	15,000.00	0.00	0.00	0.00	0.00	0.00
1-5-9010-1010	Wages	55,000.00	36,631.68	41,000.00	39,309.41	40,000.00	38,474.27
1-5-9010-1110	Benefits	11,100.00	7,944.52	8,100.00	7,972.44	7,600.00	7,017.66
1-5-9010-1111	Group Benefits	7,300.00	3,717.50	4,500.00	3,918.65	4,000.00	4,196.69
1-5-9010-2041	Billing/Collecting	100.00	47.83	100.00	123.82	100.00	63.08
1-5-9010-2042	Allocated Administration Expenses	4,700.00	0.00	4,500.00	4,685.73	4,000.00	3,927.07
1-5-9010-2300	Advertising	300.00	41.03	300.00	164.12	300.00	128.22
1-5-9010-3010	Repairs & Maintenance Equipment	15,000.00	282.15	15,000.00	12,467.96	15,000.00	51,979.62
1-5-9010-4010	Contracts (OCWA)	210,479.00	202,558.80	202,584.00	198,606.84	203,607.00	196,367.05
1-5-9010-4012	Services Provided By Township	0.00	0.00	0.00	0.00	2,000.00	0.00
1-5-9010-7112	P.I.L.	3,126.00	2,976.81	3,052.00	2,906.96	3,000.00	2,912.60
1-5-9010-7150	Major Maintenance - OCWA Recomr	113,000.00	0.00	0.00	0.00	0.00	0.00
1-5-9010-7810	Professional Fees	2,000.00	0.00	2,000.00	0.00	2,000.00	229.43
1-5-9010-8001	Capital - Meters	0.00	0.00	0.00	2,586.89	2,500.00	0.00
1-5-9010-8003	Capital - OCWA Recommendations	68,000.00	35,615.82	122,000.00	59,736.70	100,600.00	38,782.28
1-5-9010-8004	Capital - OCWA Building	50,000.00	0.00	0.00	5,444.16	15,000.00	0.00
1-5-9010-8005	Capital - Reservoir Expansion	100,000.00	0.00	0.00	0.00	0.00	0.00
1-5-9010-9001	T/T Res - Chest Water Capital	0.00	0.00	0.00	27,812.92	0.00	63,267.71
1-5-9010-9004	Tr. to Res. - Capital Water Levy	9,000.00	3,887.00	3,887.00	699.20	5,733.00	6,292.76
1-5-9010-9005	Transfer to Public Works Vehicles	15,000.00	0.00	0.00	0.00	0.00	0.00
Expenditures Total		1,918,883.00	1,075,270.37	1,515,152.00	1,289,272.55	1,359,748.00	1,215,688.42
GENERAL FUND Total		0.00	-264,279.43	0.00	0.00	0.00	0.00



Account Code	Account Name	2021 1ST DRAFT	2020 ACTUAL VALUES	2020 AMENDED BUDGET	2019 ACTUAL VALUES	2019 AMENDED BUDGET	2018 ACTUAL VALUES
		0.00	-264,279.43	0.00	0.00	0.00	0.00

TOWNSHIP OF NORTH DUNDAS

Budget Worksheet



GL3170

Date: Jan 13, 2021

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Public Works and Sewer 2021 Budget

Department: WINCHESTER SEWER

Account Code	Account Name	2021 1ST DRAFT	2020 ACTUAL VALUES	2020 AMENDED BUDGET	2019 ACTUAL VALUES	2019 AMENDED BUDGET	2018 ACTUAL VALUES
GENERAL FUND							
Revenues							
1-4-9020-4900	Fees - Sewer Connection - Winch	-5,000.00	-3,900.00	-4,200.00	-1,600.00	-6,000.00	-1,000.00
1-4-9020-4901	Fees - Sewer Residential Users - Wi	-396,473.00	-331,735.25	-392,392.00	-384,095.22	-374,453.00	-362,245.34
1-4-9020-4902	Fees - Sewer Commercial Users - W	-219,206.00	-211,101.43	-216,950.00	-212,363.26	-199,491.00	-192,987.51
1-4-9020-4904	Int & Misc. Income - Sewer - Winch	0.00	-3,956.93	-15,700.00	-14,013.52	-8,500.00	-8,464.40
1-4-9020-4905	Fees - Sewer Late Payments - Winc	-2,000.00	-2,098.20	-1,600.00	-1,552.07	-1,850.00	-1,845.07
1-4-9020-4907	Sewer Connection Debenture	-1,759.00	-3,765.44	-3,765.00	-3,765.44	-3,765.00	-3,765.44
1-4-9020-8000	Winchester Sewer Capital Levy	-500,000.00	-143,835.84	-137,753.00	-44,784.91	-103,200.00	-110,289.12
1-4-9020-9000	T/F Reserves, Sewer Winch Capital	-343,517.00	0.00	0.00	-11,660.67	0.00	-21,180.08
	Revenues Total	-1,467,955.00	-700,393.09	-772,360.00	-673,835.09	-697,259.00	-701,776.96
Expenditures							
1-5-9020-1010	Wages	55,000.00	36,631.68	41,000.00	39,309.41	40,000.00	38,474.27
1-5-9020-1110	Benefits	11,100.00	7,944.52	8,100.00	7,958.81	7,600.00	7,017.66
1-5-9020-1111	Group Benefits	7,300.00	3,717.50	4,500.00	3,918.65	4,000.00	4,196.69
1-5-9020-2030	Hydro	12,000.00	7,868.40	12,000.00	12,063.94	12,000.00	8,741.85
1-5-9020-2040	Water/Sewer	500.00	267.50	500.00	361.14	500.00	346.99
1-5-9020-2041	Billing / Collecting	100.00	47.83	100.00	123.81	100.00	63.09
1-5-9020-2042	Allocated Administration Expenses	7,100.00	0.00	6,000.00	7,028.58	6,000.00	5,890.59
1-5-9020-2300	Advertising	100.00	0.00	100.00	504.63	100.00	0.00
1-5-9020-3010	Repairs & Maintenance Equipment	5,000.00	1,339.92	5,000.00	1,692.98	5,000.00	32,814.72
1-5-9020-4010	Contracts (OCWA)	211,736.00	206,129.09	206,429.00	199,536.48	204,036.00	194,761.36
1-5-9020-4012	Services Provided By Township	0.00	0.00	0.00	0.00	2,000.00	0.00
1-5-9020-7112	P.I.L.	21,219.00	20,209.03	21,152.00	20,145.02	21,240.00	20,620.97
1-5-9020-7150	Major Maintenance - OCWA Recomr	102,500.00	0.00	0.00	0.00	0.00	0.00
1-5-9020-7810	Professional Fees	5,000.00	0.00	5,000.00	0.00	5,000.00	0.00
1-5-9020-8000	Capital - Collection and Filtration Stu	0.00	0.00	0.00	0.00	0.00	0.00
1-5-9020-8002	Capital - Buildings	0.00	0.00	0.00	13,551.34	16,000.00	14,341.04
1-5-9020-8003	Capital - OCWA Recommendations	64,300.00	74,745.39	130,000.00	80,243.39	125,500.00	77,121.08
1-5-9020-8004	Capital-Lagoon Expansion	100,000.00	0.00	0.00	26,660.67	15,000.00	36,091.08
1-5-9020-8005	Capital - Sewer Service Study	0.00	45,784.41	45,000.00	0.00	0.00	0.00
1-5-9020-8006	Capital - Sewage Meter	50,000.00	0.00	50,000.00	0.00	40,000.00	0.00
1-5-9020-8007	Capital - Main Street SPS Upgr. - De	300,000.00	0.00	0.00	0.00	0.00	0.00
1-5-9020-9000	Transfer to Reserves-Winchester Se	0.00	0.00	0.00	128,246.06	0.00	51,468.57
1-5-9020-9001	T/T Res - Winc Sewer Capital	0.00	99,726.00	99,726.00	87,705.27	89,983.00	99,537.88
1-5-9020-9004	Tr. to Res. - Capital Sewer Levy	500,000.00	137,753.00	137,753.00	44,784.91	103,200.00	110,289.12
1-5-9020-9005	Transfer to Public Works Vehicles	15,000.00	0.00	0.00	0.00	0.00	0.00
	Expenditures Total	1,467,955.00	642,164.27	772,360.00	673,835.09	697,259.00	701,776.96
	GENERAL FUND Total	0.00	-58,228.82	0.00	0.00	0.00	0.00



Account Code	Account Name	2021 1ST DRAFT	2020 ACTUAL VALUES	2020 AMENDED BUDGET	2019 ACTUAL VALUES	2019 AMENDED BUDGET	2018 ACTUAL VALUES
		0.00	-58,228.82	0.00	0.00	0.00	0.00



Department: CHESTERVILLE SEWER

Account Code	Account Name	2021 1ST DRAFT	2020 ACTUAL VALUES	2020 AMENDED BUDGET	2019 ACTUAL VALUES	2019 AMENDED BUDGET	2018 ACTUAL VALUES
GENERAL FUND							
Revenues							
1-4-9030-4900	Sewer Frontage & Connection Fee -	-300.00	-300.00	-200.00	-100.00	-300.00	-500.00
1-4-9030-4901	Residential Users Fees	-289,515.00	-233,098.43	-286,620.00	-280,559.77	-270,128.00	-261,321.62
1-4-9030-4902	Commercial Users Fees	-64,775.00	-49,947.91	-64,109.00	-62,753.14	-56,161.00	-54,330.16
1-4-9030-4904	Interest & Misc. Income	0.00	-3,956.94	-15,700.00	-14,013.52	-8,500.00	-8,464.39
1-4-9030-4910	Interest Income from Hydro Proceed	-7,108.00	0.00	-20,600.00	-20,577.96	-20,250.00	-17,449.21
1-4-9030-5015	Federal Grants	0.00	0.00	0.00	-35,650.95	-40,408.00	-56,071.69
1-4-9030-5070	Provincial Grants	0.00	0.00	0.00	-17,825.48	-20,204.00	-28,035.84
1-4-9030-8000	Chest Sewage Capital Levy	-30,000.00	-14,533.75	-6,560.00	-1,179.88	-9,675.00	-10,618.93
1-4-9030-9000	Transfer from Reserves	0.00	0.00	0.00	0.00	0.00	-9,285.84
1-4-9030-9500	Transfers from Dev Charges-Pumpir	0.00	0.00	0.00	0.00	0.00	-1,813.06
	Revenues Total	-391,698.00	-301,837.03	-393,789.00	-432,660.70	-425,626.00	-447,890.74
Expenditures							
1-5-9030-1010	Wages	55,000.00	36,630.48	41,000.00	39,310.33	40,000.00	38,473.75
1-5-9030-1110	Benefits	11,100.00	7,944.05	8,100.00	7,959.21	7,600.00	7,017.67
1-5-9030-1111	Group Benefits	7,300.00	3,717.50	4,500.00	3,918.65	4,000.00	4,196.71
1-5-9030-2030	Hydro	5,500.00	4,192.36	5,000.00	5,124.05	5,000.00	2,922.08
1-5-9030-2041	Billing / Collecting	100.00	47.83	100.00	123.81	100.00	63.09
1-5-9030-2042	Allocated Administration Expenses	4,700.00	0.00	4,500.00	4,685.73	4,500.00	3,927.07
1-5-9030-2300	Advertising	100.00	0.00	100.00	0.00	100.00	0.00
1-5-9030-3010	Repairs & Maintenance Equipment	5,000.00	0.00	5,000.00	1,872.38	6,000.00	3,310.58
1-5-9030-3053	Lagoon Groundwater Monitoring	0.00	2,544.00	2,500.00	0.00	2,500.00	0.00
1-5-9030-4010	Contracts (OCWA)	128,719.00	123,588.81	123,365.00	121,303.20	123,803.00	118,325.81
1-5-9030-4012	Service Provided By Township	0.00	0.00	0.00	0.00	2,000.00	0.00
1-5-9030-7112	P.I.L.	11,743.00	11,183.97	12,000.00	11,423.63	5,951.00	5,777.73
1-5-9030-7150	Major Maintenance - OCWA Recomr	80,000.00	0.00	0.00	0.00	0.00	0.00
1-5-9030-7810	Professional Fees	2,000.00	0.00	2,000.00	0.00	2,000.00	0.00
1-5-9030-8000	Capital - Emma St PS Rehabilitation	0.00	0.00	0.00	71,301.89	80,815.00	37,143.38
1-5-9030-8003	Capital - OCWA Recommendations	0.00	62,070.99	67,000.00	74,593.13	94,000.00	70,028.66
1-5-9030-9000	Transfer to Reserves- Chesterville S	35,436.00	112,064.00	112,064.00	68,080.40	37,582.00	40,122.97
1-5-9030-9001	T/T Res - Chest Sewer Capital	0.00	0.00	0.00	21,784.41	0.00	105,962.31
1-5-9030-9004	Tr. to Res. - Capital Sewer Levy	30,000.00	6,560.00	6,560.00	1,179.88	9,675.00	10,618.93
1-5-9030-9005	Transfer to Public Works Vehicles	15,000.00	0.00	0.00	0.00	0.00	0.00
	Expenditures Total	391,698.00	370,543.99	393,789.00	432,660.70	425,626.00	447,890.74
	GENERAL FUND Total	0.00	68,706.96	0.00	0.00	0.00	0.00



Account Code	Account Name	2021 1ST DRAFT	2020 ACTUAL VALUES	2020 AMENDED BUDGET	2019 ACTUAL VALUES	2019 AMENDED BUDGET	2018 ACTUAL VALUES
		0.00	68,706.96	0.00	0.00	0.00	0.00

Recommended Major Maintenance & Capital

The Ontario Clean Water Agency has identified the following major maintenance and capital projects for your review and approval.

Public Works - Water & Sewer 2021 Budget

CHESTERVILLE WATER MAJOR MAINTENANCE	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	CR	H&SR	R/M	LR	I	SPI	Client Approved	Rationale and Comments for Project
Chlorination Systems	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000								Preventive maintenance
Electrical/Instrumentation Upgrades	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000								Use as required
Buildings and Grounds Maintenance	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000								Use as required
Distribution Maintenance	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000								Preventive maintenance
Reservoir Chamber - Clean & Inspect					\$5,000					\$5,000								Preventive maintenance
Water Tower Clean and Inspect				\$8,000														Preventive maintenance
Generator Maintenance	\$2,000	\$2,000	\$2,000	\$2,000	\$5,000	\$2,000	\$2,000	\$2,000	\$2,000	\$5,000								Preventive maintenance
HVAC Systems		\$4,000																Preventive maintenance
Well 5 maintenance suggestions as per report	\$40,000																	Preventive maintenance
Operating Authority Audit	\$1,000	\$2,000	\$1,000	\$1,000	\$2,000	\$1,000	\$1,000	\$2,000	\$1,000	\$1,000								Regulatory
Repair infiltration in pit at Tower		\$12,000																Preventive maintenance
Camera/Clean Screen Well #6					\$15,000					\$15,000								Detailed report for well maintenance program
Repair or abandon test wells around well # 5&6	\$10,000																	Pipe at or below ground level
Rebuild Flow Control Valve	\$3,000																	Preventive maintenance
Total Estimate	\$113,000	\$77,000	\$60,000	\$68,000	\$84,000	\$60,000	\$60,000	\$61,000	\$60,000	\$83,000								
CHESTERVILLE WATER CAPITAL	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	CR	H&SR	R/M	LR	I	SPI	Client Approved	Rationale and Comments for Project
Valve Flow Control at Reservoir		\$5,000																Anticipated life cycle
Highlift pump #1 at Reservoir	\$15,000																	Switching to submersible type with VFD
Highlift pump #3 at Reservoir		\$10,000																Switching to submersible type with VFD
Pump, motor at well #5	\$10,000																	Casing very corroded, recommended by IWS
Pump & motor at Well #6										\$25,000								Anticipated life cycle
VFD's	\$5,000				\$5,000					\$5,000								Anticipated life cycle
Chemical Pumps			\$3,000					\$5,000										Anticipated life cycle
Chlorine analyzer				\$8,000		\$8,000			\$8,000									Anticipated life cycle
Magnetic Flow Meter at Reservoir			\$15,000															Anticipated life cycle
Magnetic Flow Meter Well #5		\$8,000																Anticipated life cycle
Heating Units (electric)							\$2,000											Anticipated life cycle
Eyewash station for Reservoir	\$3,000																	Required due to chlorine storage
Water Tower Upgrade Engineering & Tender	\$35,000																	Estimated engineering cost
Water Tower Upgrade (as per report)		\$1,237,700																As per 2019 inspection report
Total Estimate	\$68,000	\$1,260,700	\$18,000	\$8,000	\$5,000	\$8,000	\$2,000	\$5,000	\$8,000	\$30,000								
CHESTERVILLE SEWAGE MAJOR MAINTENANCE	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	CR	H&SR	R/M	LR	I	SPI	Client Approved	Rationale and Comments for Project
Buildings and Grounds Maintenance	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000								Use as required
Collection System (flushing, sealing, upgrading, camera, etc.)	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000								Preventive maintenance
Electrical / Instrumentation	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000								Use as required
Fill hole at lagoon (from old Nestle building)	\$10,000																	As material becomes available
Sludge Removal Lagoons						\$35,000												Improve quality and increase volume
Monitor test wells at Lagoon	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000								MOECC
Disconnect & block old piping used by Nestle lagoon cells	\$10,000																	Abandon piping from old sludge cell
Manhole upgrades	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000								As required when streets get rehabed or paved.
Repair West Lagoon cell effluent chamber			\$25,000															Preventive maintenance
Asphalt at Water St. SPS & Lori Lane SPS			\$30,000															Grounds maintenance
Total Estimate	\$80,000	\$60,000	\$115,000	\$60,000	\$60,000	\$95,000	\$60,000	\$60,000	\$60,000	\$60,000								
CHESTERVILLE SEWAGE CAPITAL	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	CR	H&SR	R/M	LR	I	SPI	Client Approved	Rationale and Comments for Project
Pump #1 SPS - Lori Lane								\$15,000										Anticipated life cycle
Pump #1 SPS - Water St.			\$30,000															Anticipated life cycle
Pump #2 SPS - Water St.		\$30,000																Anticipated life cycle
Pump #3 SPS - Water St.									\$35,000									Anticipated life cycle
Pump #4 SPS - Water St.										\$35,000								Anticipated life cycle
VFD's					\$10,000													Anticipated life cycle
Chemical Pumps			\$5,000			\$5,000												Anticipated life cycle
Total Estimate	\$0	\$30,000	\$35,000	\$0	\$10,000	\$5,000	\$0	\$15,000	\$35,000	\$35,000								

Recommended Major Maintenance & Capital

The Ontario Clean Water Agency has identified the following major maintenance and capital projects for your review and approval.

Public Works - Water & Sewer 2021 Budget

WINCHESTER WATER MAJOR MAINTENANCE	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	CR	H&SR	R/M	LR	I	SPI	Client Approved	Rationale and Comments for Project
Distribution Maintenance	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000								Preventive maintenance
Chlorination Systems	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000								Preventive maintenance
Electrical & Instrumentation Upgrades	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000								Use as required
Heat Trace at Water Tower		\$1,500																Preventive maintenance
Operating Authority Audit	\$1,000	\$1,500	\$1,000	\$1,000	\$1,500	\$1,000	\$1,000	\$1,500	\$1,000	\$1,000								Regulatory
Outpost Panels Wells 6 and 7		\$10,000																Preventive maintenance
Camera/Inspection Well #5						\$15,000												Detailed report for well maintenance program
Camera/Inspection Well #6				\$15,000														Detailed report for well maintenance program
Camera/Inspection Well #7A	\$15,000																	Detailed report for well maintenance program
Camera/Inspection Well #7B	\$15,000																	Detailed report for well maintenance program
Camera/Inspection Well #7C										\$15,000								Detailed report for well maintenance program
Buildings and Grounds Maintenance	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000								Use as required
Clean and Inspect Reservoir				\$5,000					\$5,000									Preventive maintenance
Generator Maintenance	\$3,000	\$3,000	\$3,000	\$3,000	\$5,000	\$3,000	\$3,000	\$3,000	\$3,000	\$5,000								Preventive maintenance
Upgrade Roof at Well #5	\$12,000																	Preventive maintenance
Water Tower Upgrade Engineering & Tender				\$50,000														Estimated engineering cost
Water Tower Interior Coating (as per report)					\$546,000													As per 2020 inspection report
Total Estimate	\$133,000	\$103,000	\$91,000	\$161,000	\$639,500	\$106,000	\$91,000	\$91,500	\$96,000	\$108,000								
WINCHESTER WATER CAPITAL	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	CR	H&SR	R/M	LR	I	SPI	Client Approved	Rationale and Comments for Project
Pump & motor Well #5						\$15,000												Anticipated life cycle
Pump & motor Well #6				\$15,000														Anticipated life cycle
Pump & motor at Well #7A	\$15,000																	Anticipated life cycle
Pump & motor at Well #7B	\$15,000																	Anticipated life cycle
Pump Highlift at reservoir						\$12,000												Anticipated life cycle
VFD's							\$5,000											Anticipated life cycle
Chemical Pumps		\$5,000							\$5,000									Anticipated life cycle
Analyzers			\$10,000							\$10,000								Anticipated life cycle
Well #6 Flow Meter and piping upgrade with insulation																		Anticipated life cycle
Heating Units (electric)		\$2,000						\$2,000										Anticipated life cycle
Magnetic Flow Meter well #7			\$10,000															Anticipated life cycle
Purchase Flow Control Valve	\$5,000																	To be installed at Lactalis Requested by Khurram
Check Valve at Well #7	\$3,000																	Anticipated life cycle
Total Estimate	\$38,000	\$7,000	\$20,000	\$15,000	\$0	\$27,000	\$5,000	\$2,000	\$5,000	\$10,000								
WINCHESTER SEWAGE MAJOR MAINTENANCE	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	CR	H&SR	R/M	LR	I	SPI	Client Approved	Rationale and Comments for Project
Buildings and Grounds	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000								Preventive maintenance
Collection System (flushing, sealing, upgrading, camera)	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000								Preventive maintenance
Rebuild Pump & Replace discharge piping at Bailey SPS	\$24,500																	Preventive maintenance (brought forward from 2020)
Electrical / Instrumentation	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000								Preventive maintenance
Manhole Upgrades	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000								Preventive maintenance
Generators	\$3,000	\$4,000	\$4,000	\$4,000	\$4,000	\$16,000	\$4,000	\$4,000	\$4,000	\$16,000								Preventive maintenance
Lagoon Process (appurtenances, valve chambers)			\$5,000		\$5,000		\$5,000		\$5,000									Preventive maintenance
Sludge Removal			\$20,000															Preventive maintenance
Windmill Kits at Lagoon	\$5,000		\$1,000		\$1,000		\$1,000		\$1,000									Preventive maintenance
Total Estimate	\$102,500	\$74,000	\$100,000	\$74,000	\$723,550	\$250,052	\$185,054	\$173,556	\$190,058	\$218,060								
WINCHESTER SEWAGE CAPITAL	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	CR	H&SR	R/M	LR	I	SPI	Client Approved	Rationale and Comments for Project
Pump #1 at Main St. SPS			\$45,000															Anticipated life cycle
Pump #2 at Main St. SPS										\$45,000								Anticipated life cycle
Pump at Main St. West SPS									\$20,000									Anticipated life cycle
Pump at St. Lawrence St. SPS	\$15,000																	Anticipated life cycle
Pump at Ottawa St. SPS	\$33,000							\$33,000										Anticipated life cycle
Engineering services for Generator at Main St. SPS West																		Anticipated life cycle
Purchase Natural Gas Generator for Main St. SPS West		\$70,000																Anticipated life cycle
Pump at Lagoon			\$50,000						\$50,000									Anticipated life cycle
Blower at Lagoon								\$50,000										Anticipated life cycle
Lagoon Discharge Gate	\$10,000			\$10,000			\$10,000											Anticipated life cycle
VFD's			\$5,000			\$5,000												Anticipated life cycle
Chemical Pump			\$5,000			\$5,000												Anticipated life cycle
Multiranger with Transducer	\$5,500																	Anticipated life cycle
Heating Units							\$10,000											Anticipated life cycle
Sump Pump - Replace (Lagoon)	\$800																	Anticipated life cycle
Sump Pump - Ottawa St. SPS		\$1,000								\$1,000								Anticipated life cycle
Total Estimate	\$64,300	\$71,000	\$105,000	\$10,000	\$0	\$10,000	\$20,000	\$83,000	\$70,000	\$46,000								
Total Capital Estimate	\$598,800	\$1,682,700	\$544,000	\$396,000	\$1,522,050	\$561,052	\$423,054	\$491,056	\$524,058	\$590,060								
Legend:											2021-2030 Recommended Capital Presented by: Stephane Barbarie, Senior Operations Manager							
CR = Compliance Risk H&SR = Health & Safety Risk R/M = Repair/Maintenance LR = Lifecycle Replacement I = Improvement SPI = Spare Parts Inventory											2021-2030 Recommended Capital by: Tony Kelly							
High priority recommended to be completed in upcoming year																		
Medium priority recommended to be completed in 1 to 3 years																		
Low priority recommended to be completed in years 4 to 5																		

CAPITAL JUSTIFICATION

DEPARTMENT: Public Works - Water & Wastewater		PROJECT NAME: Class Environmental Assessment - Water Capacity	
DESCRIPTION OF PROJECT J. L. Richard is undertaking class environmental assessment for the water capacity expansion. Phase 1 study report was presented to the Council in late 2020. The funding is required to complete the Class EA Study. It is anticipated that the project will be completed by mid 2021, followed by initiation of detailed design.			
COST OF PROJECT: Acct #: <input type="text"/>		FINANCING:	
Vehicle/Equipment Purchase <input type="text"/>		Reserves <input type="text"/> \$ 250,000.00	
		Which Reserve	
		Name: <input type="text"/>	
Materials/Supplies <input type="text"/>		<input type="text"/>	
		Acct #: <input type="text"/>	
Subcontracts <input type="text"/>		<input type="text"/>	
Labour <input type="text"/>		Mun. Rd. & Bridge Reserves <input type="text"/>	
		User Fees - Current Year <input type="text"/>	
Other (Please specify) <input type="text"/> \$ 250,000.00		Future Years Commitment (Please specify)	
		<input type="text"/>	
		<input type="text"/>	
Total Cost of Project <input type="text"/> \$ 250,000.00		Total Financing for Project <input type="text"/> \$ 250,000.00	
NB: These two totals <u>must</u> equal.			
General Ledger Account Number		1-5-9000-8000	
Unfinanced Capital Outlay for future years		<input type="text"/>	
		<input type="text"/>	
		<input type="text"/>	

**TOWNSHIP OF NORTH DUNDAS
2021 BUDGET**

CAPITAL JUSTIFICATION

DEPARTMENT:

Public Works - Water & Wastewater

PROJECT NAME:

OCWA Building

DESCRIPTION OF PROJECT

Roof at OCWA office building in Chesterville is leaking. Temporary fixes by OCWA staff were completed in 2020, but full replacement is required in 2021.

COST OF PROJECT:**Acct #:**

Vehicle/Equipment Purchase

Materials/Supplies

Subcontracts

Labour

Other (Please specify)

\$ 50,000.00

Total Cost of Project**\$ 50,000.00****FINANCING:**

Reserves

Which Reserve

Name:**Acct #:**

Mun. Rd. & Bridge Reserves

User Fees - Current Year

\$ 50,000.00

Future Years Commitment (Please specify)

Total Financing for Project**\$ 50,000.00****NB: These two totals must equal.**

General Ledger Account Number

Unfinanced Capital Outlay for future years

TOWNSHIP OF NORTH DUNDAS 2021 BUDGET

CAPITAL JUSTIFICATION

DEPARTMENT: Public Works - Water & Wastewater	PROJECT NAME: Sewage Meter Replacement																																		
DESCRIPTION OF PROJECT Install sewage meters, if required at various locations. New meter and connection system is also required to streamline the process with Lactalis to discharge intermittent but clean over flows to Township sewers. The meter will assist Township to charge based on actual sewer discharge versus making assumptions.																																			
COST OF PROJECT: Acct #: <table style="width: 100%;"> <tr> <td style="width: 60%;">Vehicle/Equipment Purchase</td> <td style="width: 40%; border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Materials/Supplies</td> <td style="text-align: right;">\$ 50,000.00</td> </tr> <tr> <td>Subcontracts</td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Labour</td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Other (Please specify)</td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td colspan="2" style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Total Cost of Project</td> <td style="text-align: right;">\$ 50,000.00</td> </tr> </table>	Vehicle/Equipment Purchase		Materials/Supplies	\$ 50,000.00	Subcontracts		Labour		Other (Please specify)				Total Cost of Project	\$ 50,000.00	FINANCING: <table style="width: 100%;"> <tr> <td style="width: 60%;">Reserves</td> <td style="width: 40%; border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Which Reserve</td> <td></td> </tr> <tr> <td>Name:</td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Acct #:</td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Mun. Rd. & Bridge Reserves</td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>User Fees - Current Year</td> <td style="text-align: right;">\$ 50,000.00</td> </tr> <tr> <td>Future Years Commitment (Please specify)</td> <td></td> </tr> <tr> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Total Financing for Project</td> <td style="text-align: right;">\$ 50,000.00</td> </tr> </table>	Reserves		Which Reserve		Name:		Acct #:		Mun. Rd. & Bridge Reserves		User Fees - Current Year	\$ 50,000.00	Future Years Commitment (Please specify)						Total Financing for Project	\$ 50,000.00
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General Ledger Account Number _____ Unfinanced Capital Outlay for future years _____ _____ _____																																			

TOWNSHIP OF NORTH DUNDAS 2021 BUDGET

CAPITAL JUSTIFICATION

DEPARTMENT: Public Works - Water & Wastewater	PROJECT NAME: Water Meter Replacement																																		
DESCRIPTION OF PROJECT Every year Township of North Dundas replace old water meters with new ones. In 2021, the plan is to install new water meters to remaining locations in Winchester to align with new water meter reading system. This will avoid the need to walk to buildings to read the meter.																																			
COST OF PROJECT: Acct #: <table style="width: 100%;"> <tr> <td style="width: 60%;">Vehicle/Equipment Purchase</td> <td style="width: 40%; border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Materials/Supplies</td> <td style="text-align: right;">\$ 48,000.00</td> </tr> <tr> <td>Subcontracts</td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Labour</td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Other (Please specify)</td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td colspan="2" style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Total Cost of Project</td> <td style="text-align: right;">\$ 48,000.00</td> </tr> </table>	Vehicle/Equipment Purchase		Materials/Supplies	\$ 48,000.00	Subcontracts		Labour		Other (Please specify)				Total Cost of Project	\$ 48,000.00	FINANCING: <table style="width: 100%;"> <tr> <td style="width: 60%;">Reserves</td> <td style="width: 40%; border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Which Reserve</td> <td></td> </tr> <tr> <td>Name:</td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Acct #:</td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Mun. Rd. & Bridge Reserves</td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>User Fees - Current Year</td> <td style="text-align: right;">\$ 48,000.00</td> </tr> <tr> <td>Future Years Commitment (Please specify)</td> <td></td> </tr> <tr> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Total Financing for Project</td> <td style="text-align: right;">\$ 48,000.00</td> </tr> </table>	Reserves		Which Reserve		Name:		Acct #:		Mun. Rd. & Bridge Reserves		User Fees - Current Year	\$ 48,000.00	Future Years Commitment (Please specify)						Total Financing for Project	\$ 48,000.00
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General Ledger Account Number Unfinanced Capital Outlay for future years	1-5-9000-8001 <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>																																		

**TOWNSHIP OF NORTH DUNDAS
2021 BUDGET**

CAPITAL JUSTIFICATION

DEPARTMENT: Public Works - Water & Wastewater	PROJECT NAME: Water Reservior Expansion
DESCRIPTION OF PROJECT EA and detailed design for new 450 m3 water storage tank in Chesterville as per J. L. Richards servicing study. The additional storage facility will be either a new water tower or an increased storage capacity at the Chesterville Reservoir and Pumping Station. Based on preliminary calculations, a 9.75 m tank diameter and a 6 m tank height. The project will also include iron filtration system to improve water quality from Chesterville well. This ensures consistent blending of water with Winchester system as Winchester Village continues to grow due to developments.	
COST OF PROJECT: Acct #: <div style="display: flex; justify-content: space-between;"> Vehicle/Equipment Purchase </div> <div style="display: flex; justify-content: space-between;"> Materials/Supplies </div> <div style="display: flex; justify-content: space-between;"> Subcontracts </div> <div style="display: flex; justify-content: space-between;"> Labour </div> <div style="display: flex; justify-content: space-between;"> Other (Please specify) </div> <div style="display: flex; justify-content: space-between;"> </div> <div style="display: flex; justify-content: space-between;"> </div> <div style="display: flex; justify-content: space-between;"> Total Cost of Project \$ 100,000.00 </div>	FINANCING: <div style="display: flex; justify-content: space-between;"> Reserves </div> <div style="display: flex; justify-content: space-between;"> Which Reserve </div> <div style="display: flex; justify-content: space-between;"> Name: </div> <div style="display: flex; justify-content: space-between;"> </div> <div style="display: flex; justify-content: space-between;"> Acct #: </div> <div style="display: flex; justify-content: space-between;"> </div> <div style="display: flex; justify-content: space-between;"> Mun. Rd. & Bridge Reserves </div> <div style="display: flex; justify-content: space-between;"> User Fees - Current Year </div> <div style="display: flex; justify-content: space-between;"> </div> <div style="display: flex; justify-content: space-between;"> Future Years Commitment (Please specify) </div> <div style="display: flex; justify-content: space-between;"> </div> <div style="display: flex; justify-content: space-between;"> </div> <div style="display: flex; justify-content: space-between;"> Total Financing for Project \$ 100,000.00 </div>
NB: These two totals <u>must</u> equal.	
General Ledger Account Number Unfinanced Capital Outlay for future years 	

TOWNSHIP OF NORTH DUNDAS 2021 BUDGET

CAPITAL JUSTIFICATION

DEPARTMENT: Public Works - Water & Wastewater	PROJECT NAME: Water Source																																																						
DESCRIPTION OF PROJECT Initiate detailed design for additional water source / capacity expansion based on the recommendations of Class Environmental Assessment Study. Additional funding will be required in 2022 to complete the detailed design and prepare the tender package. It is anticipated to initiate construction in 2023.																																																							
COST OF PROJECT: Acct #: <table style="width: 100%;"> <tr> <td style="width: 30%;">Vehicle/Equipment Purchase</td> <td style="width: 10%;"></td> <td style="width: 60%;"></td> </tr> <tr> <td>Materials/Supplies</td> <td></td> <td></td> </tr> <tr> <td>Subcontracts</td> <td></td> <td></td> </tr> <tr> <td>Labour</td> <td></td> <td></td> </tr> <tr> <td>Other (Please specify)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">100,000.00</td> </tr> <tr> <td colspan="3" style="height: 20px;"></td> </tr> <tr> <td>Total Cost of Project</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">100,000.00</td> </tr> </table>	Vehicle/Equipment Purchase			Materials/Supplies			Subcontracts			Labour			Other (Please specify)	\$	100,000.00				Total Cost of Project	\$	100,000.00	FINANCING: <table style="width: 100%;"> <tr> <td style="width: 70%;">Reserves</td> <td style="width: 10%;"></td> <td style="width: 20%; text-align: right;">\$ 100,000.00</td> </tr> <tr> <td colspan="3">Which Reserve</td> </tr> <tr> <td>Name:</td> <td colspan="2" style="background-color: yellow; border: 1px solid black;">Reserves - Water - ND</td> </tr> <tr> <td></td> <td colspan="2" style="background-color: yellow; border: 1px solid black;">1-4-9000-9000/1-4-9000-9010</td> </tr> <tr> <td>Acct #:</td> <td colspan="2" style="background-color: yellow; border: 1px solid black;">1-3-2000-8035</td> </tr> <tr> <td>Mun. Rd. & Bridge Reserves</td> <td></td> <td style="background-color: yellow; border: 1px solid black;"></td> </tr> <tr> <td>Taxation - Current Yr.</td> <td></td> <td style="background-color: yellow; border: 1px solid black;"></td> </tr> <tr> <td colspan="3">Future Years Commitment (Please specify)</td> </tr> <tr> <td style="background-color: yellow; border: 1px solid black;"></td> <td style="background-color: yellow; border: 1px solid black;"></td> <td style="background-color: yellow; border: 1px solid black;"></td> </tr> <tr> <td style="background-color: yellow; border: 1px solid black;"></td> <td style="background-color: yellow; border: 1px solid black;"></td> <td style="background-color: yellow; border: 1px solid black;"></td> </tr> <tr> <td>Total Financing for Project</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">100,000.00</td> </tr> </table>	Reserves		\$ 100,000.00	Which Reserve			Name:	Reserves - Water - ND			1-4-9000-9000/1-4-9000-9010		Acct #:	1-3-2000-8035		Mun. Rd. & Bridge Reserves			Taxation - Current Yr.			Future Years Commitment (Please specify)									Total Financing for Project	\$	100,000.00
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General Ledger Account Number Unfinanced Capital Outlay for future years	1-5-9000-8007 <hr style="border: 0; border-top: 1px solid black; margin: 2px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 2px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 2px 0;"/>																																																						

**TOWNSHIP OF NORTH DUNDAS
2021 BUDGET**

CAPITAL JUSTIFICATION

DEPARTMENT: Public Works - Water & Wastewater	PROJECT NAME: Watermain Loop																																		
DESCRIPTION OF PROJECT Field investigation and initiation of detailed design for 300mm watermain loop between Main Street and Fred Street, through Wellings of Winchester development, as per J. L. Richards servicing study.																																			
COST OF PROJECT: Acct #: <table style="width: 100%;"> <tr> <td style="width: 70%;">Vehicle/Equipment Purchase</td> <td style="width: 30%; border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Materials/Supplies</td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Subcontracts</td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Labour</td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Other (Please specify)</td> <td style="border-bottom: 1px solid black; background-color: yellow; text-align: right;">\$ 50,000.00</td> </tr> <tr> <td colspan="2" style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Total Cost of Project</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ 50,000.00</td> </tr> </table>	Vehicle/Equipment Purchase		Materials/Supplies		Subcontracts		Labour		Other (Please specify)	\$ 50,000.00			Total Cost of Project	\$ 50,000.00	FINANCING: <table style="width: 100%;"> <tr> <td style="width: 70%;">Reserves</td> <td style="width: 30%; border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Which Reserve</td> <td></td> </tr> <tr> <td>Name:</td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Acct #:</td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Mun. Rd. & Bridge Reserves</td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>User Fees - Current Year</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ 50,000.00</td> </tr> <tr> <td colspan="2">Future Years Commitment (Please specify)</td> </tr> <tr> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Total Financing for Project</td> <td style="text-align: right; border-bottom: 1px solid black;">\$ 50,000.00</td> </tr> </table>	Reserves		Which Reserve		Name:		Acct #:		Mun. Rd. & Bridge Reserves		User Fees - Current Year	\$ 50,000.00	Future Years Commitment (Please specify)						Total Financing for Project	\$ 50,000.00
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General Ledger Account Number Unfinanced Capital Outlay for future years	1-5-9000-8006 <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>																																		

**TOWNSHIP OF NORTH DUNDAS
2021 BUDGET**

CAPITAL JUSTIFICATION

DEPARTMENT: Public Works - Water & Wastewater	PROJECT NAME: Winchester Lagoon Expansion																														
DESCRIPTION OF PROJECT Initiate Detailed Design for Winchester Lagoon expansion. J. L. Richard completed Class Environmental Assessment in 2019 for Winchester Sewage Treatment System upgrades. The Study identified the need to install baffles in cell # 4, new transfer pipe to improve blending in cell#4 and installation of new specialized treatment system to address ammonia, downstream of the post-aeration cell with new discharge windows. The construction cost is anticipated to be around \$7 to \$10M.																															
COST OF PROJECT: Acct #: <table style="width: 100%;"> <tr> <td style="width: 70%;">Vehicle/Equipment Purchase</td> <td style="width: 30%; border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Materials/Supplies</td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Subcontracts</td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Labour</td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Other (Please specify)</td> <td style="border-bottom: 1px solid black; background-color: yellow; text-align: right;">\$ 100,000.00</td> </tr> <tr> <td colspan="2" style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> </table> Total Cost of Project \$ 100,000.00	Vehicle/Equipment Purchase		Materials/Supplies		Subcontracts		Labour		Other (Please specify)	\$ 100,000.00			FINANCING: <table style="width: 100%;"> <tr> <td style="width: 70%;">Reserves</td> <td style="width: 30%; text-align: right;">\$ 43,517.00</td> </tr> <tr> <td>Which Reserve</td> <td></td> </tr> <tr> <td>Name:</td> <td style="border-bottom: 1px solid black; background-color: yellow;">Reserves - Wastewater</td> </tr> <tr> <td>Acct #:</td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>Mun. Rd. & Bridge Reserves</td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td>User Fees - Current Year</td> <td style="text-align: right;">\$ 56,483.00</td> </tr> <tr> <td colspan="2">Future Years Commitment (Please specify)</td> </tr> <tr> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> <tr> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> <td style="border-bottom: 1px solid black; background-color: yellow;"></td> </tr> </table> Total Financing for Project \$ 100,000.00	Reserves	\$ 43,517.00	Which Reserve		Name:	Reserves - Wastewater	Acct #:		Mun. Rd. & Bridge Reserves		User Fees - Current Year	\$ 56,483.00	Future Years Commitment (Please specify)					
Vehicle/Equipment Purchase																															
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NB: These two totals <u>must</u> equal.																															
General Ledger Account Number Unfinanced Capital Outlay for future years	1-5-9000-8000 <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>																														

Township of North Dundas
Analysis of Water and Sewer Reserves and Reserve Funds
As per 2021 Budget - First Draft

Public Works - Water & Sewer 2021 Budget

Account No.	Account Name	Anticipated Balance December 31, 2020 as per 2020 Amended Budget	Particulars	Transfers In (Transfers Out)	Anticipated Balance December 31, 2021 as per Proposed Budget
Reserves					
1-3-2000-8035	Water - TND	2,398,755.18	Transfer out for Capital Projects (1-4-9000-9000)	(36,687.00)	1,950,984.18
			Transfer out for Capital Projects (1-4-9010-9000)	(411,084.00)	
1-3-2000-8045	Sewer - Winchester	1,532,981.89	Transfer out for Capital Projects (1-4-9020-9000)	(343,517.00)	1,189,464.89
1-3-2000-8050	Sewer - Chesterville	416,386.86	Transfer to Reserve for Future Projects (1-5-9030-9000)	35,436.00	451,822.86
Total Reserves		1,949,368.75		(308,081.00)	1,641,287.75

Reserve Funds					
3-3-2000-9400	Winchester Water Capital Levy	257,673.31	Funds Anticipated to be Collected (1-4-9000-8000/1-5-9000-9004)	200,000.00	457,673.31
3-3-2000-9401	Chesterville Water Capital Levy	14,373.79	Funds Anticipated to be Collected (1-4-9010-8000/1-5-9010-9004)	9,000.00	23,373.79
3-3-2000-9405	Winchester Sewer Capital Levy	533,885.44	Funds Anticipated to be Collected (1-4-9020-8000/1-5-9020-9004)	500,000.00	1,033,885.44
3-3-2000-9406	Chesterville Sewer Capital Levy	47,137.19	Funds Anticipated to be Collected (1-4-9030-8000/1-5-9030-9004)	30,000.00	77,137.19
Total Reserve Funds		853,069.73		739,000.00	1,592,069.73

Total Reserve and Reserve Funds	2,802,438.48		430,919.00	3,233,357.48
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KEY INFORMATION REPORT

Recreation and Culture

January 19, 2021

SUBJECT: Impact of COVID-19 Lockdown on the Recreation & Culture Department

- In accordance with the provincial lockdown, the municipal arenas and community halls were closed on December 26th.
- All ice bookings were cancelled between December 26th and January 23rd.
- All facility hall rentals have been cancelled during lockdown except for the Eastern Ontario Health Unit's rental of the Old Town Hall for flu vaccinations.
- A memo was issued to department team members, advising them of what facilities were closed, which areas remained open, what schedule changes would be anticipated, and other such changes to expect.
- Recreation programs were scheduled to start the week of Monday, January 18th, 2021, but have been rescheduled to start the week of Monday, February 1st, pending we are able to do so. Residents can register online, over the phone or at the Township of North Dundas office. We are planning on opening registration for programs with a maximum of 10 registrants per class as per the current guidelines that were put in place by the Eastern Ontario Health Unit. Rather than our typical mail out, we plan to do a media publication to advertise, just as we did for the Fall 2020 program session. This method of advertising proved to be just as effective as the paper mail out.
- The Director of Recreation & Culture contacted the outdoor rink volunteers on December 23rd. She informed them that due to the lockdown, we would like to offer the assistance of our department team, to help maintain the outdoor rinks, beginning on January 4th. The volunteers were very receptive to the offer and the team began work on the 4th as planned. Thanks to the efforts of our volunteers and staff, the South Mountain and Inkerman outdoor rinks, officially opened on Sunday, January 10th.
- Signs with the new outdoor rink COVID-19 rules were designed, printed, and posted on December 27th at the rinks. Each rink has a maximum occupancy which is a reflection of their respective sizes. Both South Mountain & Hallville have a maximum of 20, while Morewood is 25 and Inkerman is 15.
- Call-In Facility Operators and Rink Attendants were all laid off for the time being.

- Mason McLeod and Tom Sloane have worked in the Waste Management Department when required, instead of the Waste Management Department utilizing call-in staff.
- More personal protective equipment and sanitization products have been ordered and offered to staff in all departments.
- Additional plastic partitions were fabricated by Todd Elliott & Mike McGarry and installed by Tom Dekker, for work stations in the Municipal Administration Office.



DEPARTMENT ACTIVITY UPDATES

Finance

January 19, 2021

KEY FINANCIAL DATA:

Bank Balances

Bank Balances	2020 Dec 31 st	Last Month Nov 30 th 2020	Last Year-2019 Dec 31 st
General Operating Acct	8,659,012.62	9,397,577.85	6,308,385.24
Cash, GIC's, (Reserve Fund)	5,230,874.04	7,341,586.10	6,769,281.19
Total	\$13,889,886.66	\$16,739,163.95	\$13,077,666.43

Taxes Receivable Outstanding	Dec 31 2020	Dec 31 2019	Dec 31 2018
Current Year (2020)	1,007,242.00	899,891.17	992,129.33
One Year in Arrears (2019)	444,253.92	526,039.07	449,770.21
Two Years in Arrears (2018)	254,852.13	257,511.85	239,924.72
Three Years in Arrears (2017+)	315,898.20	315,510.66	209,707.81
Penalty & Interest	197,918.82	234,230.38	191,006.93
Sub-Total	2,220,165.07	2,233,183.13	2,082,539.00
Allowance for Uncollectible	(93,604.52)	(93,604.52)	(93,604.52)
Taxes Receivable	<u>\$2,126,560.55</u>	<u>\$2,139,578.61</u>	<u>\$1,988,934.48</u>
Taxes Billed to Date	\$20,911,686.38	\$19,832,182.20	19,200,575.71
Percentage o/s Over Levy	10.169%	10.788%	10.359%

For Council's information, we have prepared a chart showing the percentages of taxes outstanding over the previous ten years.

YEAR	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Pct o/s	10.2%	10.8%	10.4%	10.9%	10.2%	10.5%	9.8%	10.5%	9.9%	11.2%

Note that they are very consistent; current year taxes outstanding are tied with fiscal 2016 for 3rd place – considerably better than last year – which was at 8th place.

Net taxes receivable last month were **\$2,475,950.56**; this month's balance of **\$2,126,560.55** (a net decrease over last month in the amount of **\$349,390.01**), represents the net impact of billings less collections for the month of December. Collection of taxes remains a top priority and the tax department is working diligently to stay on top of the outstanding balances.

The percentage of taxes outstanding for the current year is 10.2%, just into the double digits. MMAH likes to see the percentage of taxes outstanding at less than 10% and we are just slightly exceeding that threshold. It is possible this percentage will change slightly as we make adjustments leading up to the annual audit.

In light of the fact that we billed considerably more dollars in 2020 versus 2019, the level of taxes outstanding becomes more meaningful. Total taxation dollars raised (for municipal, county and school boards) is approximately \$1.1M greater than the previous year while outstanding taxes at December 31st 2020 are \$13k **less** than last year.

We are in the process of reviewing taxes receivable at December 31st 2020 to determine if any outstanding amounts are eligible for Tax Registration in 2021. Amounts that are two years in arrears (or more) at January 1st 2021 are eligible for tax registration which allows the Township to enter into a Tax Extension Agreement with the current owners, or register their properties for tax sale to effect collection of outstanding amounts. We will hopefully have this listing to council for the first meeting in February.

State of the Union

Cash balances are down significantly from last month as our third and fourth instalments to the school boards, totaling \$2,082,496.16 were due at the end of December, (2019 - \$998,244.77). This reason for the increase is due to the 2nd and 3rd instalments being deferred by 90 days. This resulted in a double payment at mid-December (for installments # 3 and # 4). Additionally, there will be a **final** payment in early 2021 to the counties and school boards for their share of the net supplementary taxes less write-offs for the 2020 fiscal year. This schedule is currently in process and will be brought to council in time for the February meeting.

Projects Worked on During December

- Preparing for and attending at department head meetings of November 25th and January 5th
- In the process of reconciling all supplemental taxes issued to date – as well as verifying the tax write offs for the year. An excel spreadsheet will be brought to council for your approval at the February meeting.
- Working on budgets with department managers and CAO
- Working on schedules for year-end audit binder in preparation for auditors.

Decrease in Outstanding Taxes Partially Due To:

- Supplemental taxes billed at year end were slightly less than those for the previous year. Tax bills went out in November with due dates of January 15th and February 26th 2021. The total amount billed was \$21,865.86 (2019 - \$26,725.31); Of this total, \$7,567.19 was for municipal purposes (2019 - \$8043.84).
- Tax Administrator collected several accounts which had been several years in arrears, three of which were in tax registration. The total amount collected was \$367,775.64 which assisted greatly in the reduction of outstanding taxes receivable at year end.



DEPARTMENT ACTIVITY UPDATES

Economic Development and Communications

January 19, 2021

- Work completed over the last month was done by Nancy Johnston and Jess Manley, as I was off on parental leave for November and December 2020.
- Nancy Johnston:
 - o Participated in website design reviews for SDG, along with the CAO
 - o Participated in website design reviews for North Dundas and North Stormont and made recommendations for changes along with the CAO
 - o Reviewed articles for Explore North Dundas publication along with the CAO
 - o Participated in accessibility training for website along with the CAO
 - o Arranged photography for Explore North Dundas publication and reviewed proposed storyboard
 - o Made extensive changes to the text and layout of the website to align with proposed structural layout of the new website and tracked all changes
 - o Assisted with ED activities (letters of support).
 - o Monitored and responded to emails for the last couple weeks of leave.
 - o Participated in SDG communications meeting
- Jess Manley:
 - o Monitored and responded to emails
 - o Monitored and responded to Facebook comments
 - o Created Facebook posts that were requested internally and externally
 - o Responded to development questions

- Responded to CIP questions and processed CIP and RIP payments
- Jess and Paul created the maps for the Light Up North Dundas Holiday Tour and created the on-line version with the embedded photos of the displays.



DEPARTMENT ACTIVITY UPDATES

Waste Management Services

January 19, 2021

FINANCIAL INFORMATION:

November	December
Total Fees.....\$12,888.25	Total Fees.....\$7,325.00
Fees Charged.....\$6,373.25	Fees Charged.....\$3,900.00
Fees Paid.....\$6,515.00	Fees Paid..... \$3,425.00
Cash on Hand.....\$100.00	Cash on Hand.....\$100.00

Wards	NOVEMBER	DECEMBER
1. (Twp of Win)	640	800
2. (Twp of Mtn)	480	480
3. (Vill of Win)	720	720
4. (Vill of Ches)	400	400
5. Other (Boyne)	744	472
Total Cubic Yards	2984	2872
Total Metric Tonnes	271.27	261.09

Recyclables

Bales on Hand of December 31st
ONP-0 OCC-0 PLASTIC -0 ALUM-99

Estimated Value
\$19,800.00

WORK COMPLETED (up to December 31st)

- Working with Golder on EA issues involving the Boyne Road Environmental Assessment
- General clean up of landfill
- Changing floor plan of Blue Box building for new process
- Working on first draft of 2021 budget
- Preparing for pre-Christmas and Christmas curbside pickup of waste and recyclables
- Started Christmas tree pick up at depots
- Setup for employee Covid-19 screening process



DEPARTMENT ACTIVITY UPDATES

Recreation and Culture

January 19, 2021

- Our region went from the Yellow level to the Orange level from November 16th to November 23rd. This meant that no spectators were permitted inside either of our municipal arenas unless a child on the ice surface required supervision. On November 23rd, we returned to the Yellow classification, so our typical arena rules went back into place, with one spectator per skater permitted.
- The interlocking brick stairs beside the Chesterville Community Centre, were reset on November 25th.
- On November 25th, the ditch beside the Chesterville ball field was dug out in order to remove a berm that was causing drainage issues for the diamond. The water will now drain off of the third base line.
- The Eastern Ontario Health Unit's office space in the Community Care Building experienced some flooding in November. They booked the Old Town Hall for the months of December and January to administer their flu vaccination clinics.
- The dehumidifiers in the Winchester Arena were redirected in order to facilitate better air flow and help with condensation.
- The broken concrete outside of the main entrance of the Joel Steele Community Centre was replaced with asphalt, late last year. A section of asphalt that was located outside of the Winchester Arena ice resurfacers room, was also replaced in December. This area was sinking and it would cause the Olympia to bottom out.
- The ceiling tiles were replaced in the Morewood Community Hall. Epoxy paint and coloured flakes were applied to the sections of exposed concrete floor in the universal washroom, where walls were removed for the washroom expansion.
- The parking lot lines were repainted at both arenas, the Chesterville Community Hall, the Morewood Community Centre, the Nelson LaPrade Centre, and the Chesterville Community Park.
- The Public Works Department delivered hot mix to the Municipal Administration Building parking lot and the Recreation & Culture Department team used it to level out a low-lying area, which encounters

- drainage issues and becomes ice covered. The potential hazard has been rectified.
- The mirrors and counter top in the men's washroom in the Municipal Administration Building, were replaced. The floors in the washrooms, hallway and half of the Council Chambers, were waxed and buffed.
 - A ball diamond edger was purchased for the ball fields. It will be incorporated into our new ball field maintenance program, which will be put into place for the upcoming ball season. This piece of equipment is used to define the edge between infield and outfield. It promotes safety, helps to control weed growth, enhances esthetics, and provides more clear parameters for the game.
 - We met with several contractors regarding 2020 year-end projects, as well as 2021 budget planning. Contractors included, but were not limited to: plumbing, electrical, refrigeration, paving, concrete work, roofing, painting, fencing, pool equipment, flooring, etc.
 - New service packages were negotiated with Eastlink for the arenas, Old Town Hall and Nelson LaPrade Centre. As a result, we will be saving \$576/year and getting better internet connection.
 - Thanks to Doug Shantz & Trevor Porteous, owners of Camouflage Property Maintenance, and their master tradesman Peter Morris, the South Mountain Park now has a new rink maintenance shed. This local business designed the new 10'x10' shed and donated their team's labour and expertise for the construction of the building shell. A huge thanks to these individuals for their amazing community support & pride.
 - The South Mountain Outdoor Rink maintenance shed was insulated and plywood walls were put up by team members of the Recreation & Culture Dept. A trench was dug by the Public Works Dept. that runs from the hydro pole with the meter on it (by the tennis court), over to the new maintenance shed and from the new shed to the pavilion pad. All wiring was run in the trench and hooked-up. When we need lighting for the pavilion, we will be able to do a simple hook-up. The water was hooked-up over the Christmas holiday. The rink is now open and operational for public use.
 - Christmas trees and ornaments were purchased locally and beautifully assembled in the 2 arenas, by the department team. Lots of positive feedback was received from facility users.
 - Several dead trees were removed, which were bordering the former Hallville Park and the neighbouring property. The wood was donated to the House of Lazarus, except for the branches, which will be chipped and used on the Mountain Memorial Park walking trail.

- The Township of North Dundas locally purchased and installed hundreds of strands of Christmas lights to make our villages 'shine' this holiday season. The Morewood Recreation Association volunteers beautifully decorated Veteran's View Park; our North Dundas firefighters decorated the various fire halls, and Recreation & Culture Department team members decorated the Municipal Administration Building, as well as our parks and public spaces.
- The First Annual Light Up North Dundas Holiday Tour was well received by our community, with lots of participation. The event drew much attention on social media, with the winner of the Community Choice Award receiving 233 likes on our Facebook page. The winner was thrilled to receive the gift basket of locally donated goodies. The 1st, 2nd and 3rd place prizes for the house category and the business/organization category, were selected by the judges and announced. The prize gift certificates/cards were purchased locally and delivered to the recipients.
- The Display of Lights was held on Friday, December 4th and Saturday, December 5th at Rideau Auctions. 24 floats were on display for participants to view. The Recreation & Culture Department delivered and picked-up stage pieces for the event and the Public Works Dept. provided barricades and road cones. Our Recreation Coordinator worked closely with the committee and did a great job to ensure that the Township gave full support towards this event, in order to help ensure its success.
- The Recreation Coordinator worked with 2 of our local businesses to update their changeroom door ads in the Chesterville & District Arena. The changeroom doors were replaced as a part of the change room expansion. Since the new doors are larger and the door handles are configured differently, the door ads needed to be replaced. This was the opportune time for any advertising updates to be made.
- We are currently working on drafting a grant application for the Canada Cultural Spaces Fund in hopes of receiving funding for the HVAC replacement/upgrade for the Old Town Hall.
- Our Tax Collector applied for a Section 357 Tax Appeal, pertaining to the space that the Dundas Agricultural Community Group (DACG) uses in the basement of the Nelson LaPrade Centre. The DACG previously rented the space with exclusive use, under a lease agreement. The lease was terminated, effective January 1st, 2020 and the DACG & Township of North Dundas entered in to a new agreement, effective January 1, 2020, for non-exclusive use of the space. MPAC has notified us that the application has been approved and that commercial taxes will not be applied to the space for the year 2020 or going forward, so long as the terms of the agreement do not change.

- The battery was replaced in the Morewood Outdoor Rink ice resurfacers.
- The Recreation & Culture Department was scheduled to host the Ontario Parks Association (OPA) for 2 courses in the spring. The Registered Playground Practitioner Program was to be hosted at the Morewood Community Hall from April 26-29th and we were going to register one team member. The Practical Ball Field Clinic was scheduled to be hosted at the Joel Steele Community Centre/Morgan Field on May 26th, and all 5 of our Facility Operators, as well as our Facilities Lead Hand, were registered. We received communication on January 12th that the OPA has postponed all in-person spring training events until the fall, due to COVID-19. We will look at rescheduling the courses for either the fall of 2021 or the spring of 2022.



DEPARTMENT ACTIVITY UPDATES

Fire

January 19, 2021

DEPARTMENTAL OVERVIEW:

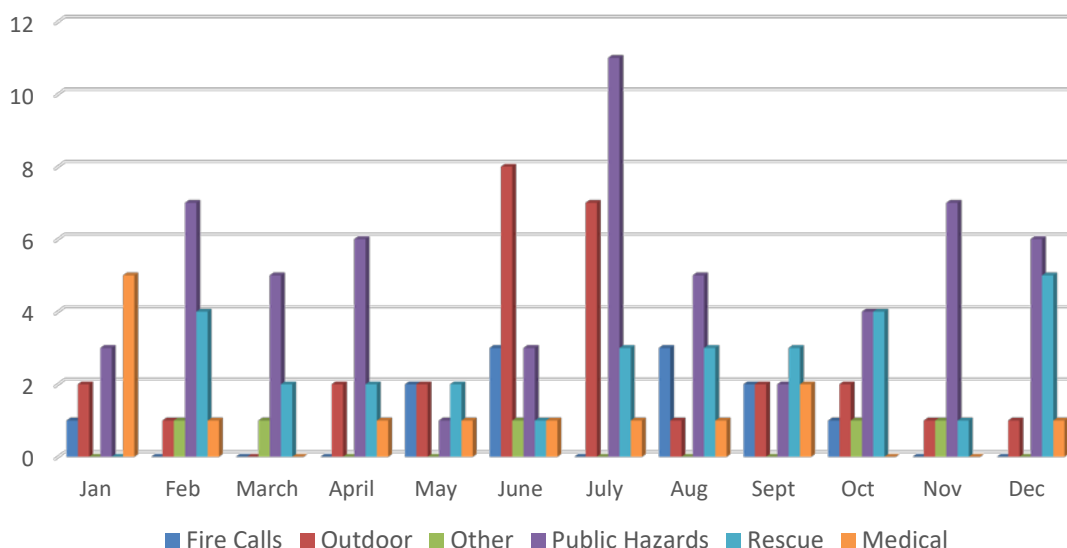
Glossary of Terms

- 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 townships), automatic aid (assisting departments within our 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.

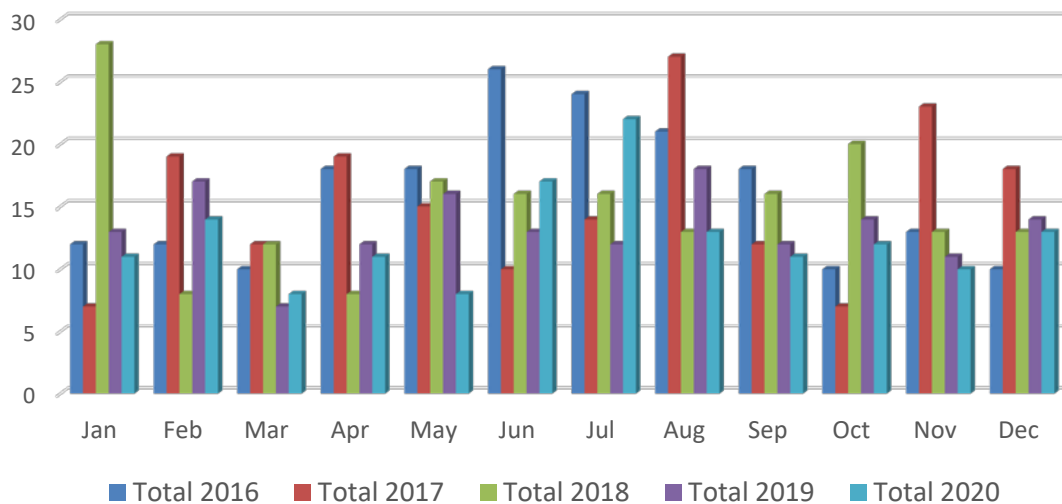
Monthly Call Statistics for 2020

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Fire Calls	1	0	0	0	2	3	0	3	2	1	0	0
Outdoor	2	1	0	2	2	8	7	1	2	1	1	1
Other	0	1	1	0	0	1	0	0	0	1	1	6
Public Hazards	3	7	5	6	1	3	11	5	2	4	6	0
Rescue	0	4	2	2	2	1	3	3	3	2	1	5
Medical	5	1	0	1	1	1	1	1	2	0	0	1
Total	11	14	8	11	8	17	22	13	11	9	9	13

Number of Calls/Types of Calls



Total Number of Calls per Month in 2016/2017/2018/2019/2020



Monthly Call Break Down

- 1 car battery fire (no loss)
- 4 alarm malfunctions
- 1 false alarm (accidental activation)
- 1 gas leak
- 2 vehicle fires
- 1 medical (life threatening)
- 3 MVC

Fire Prevention Activities

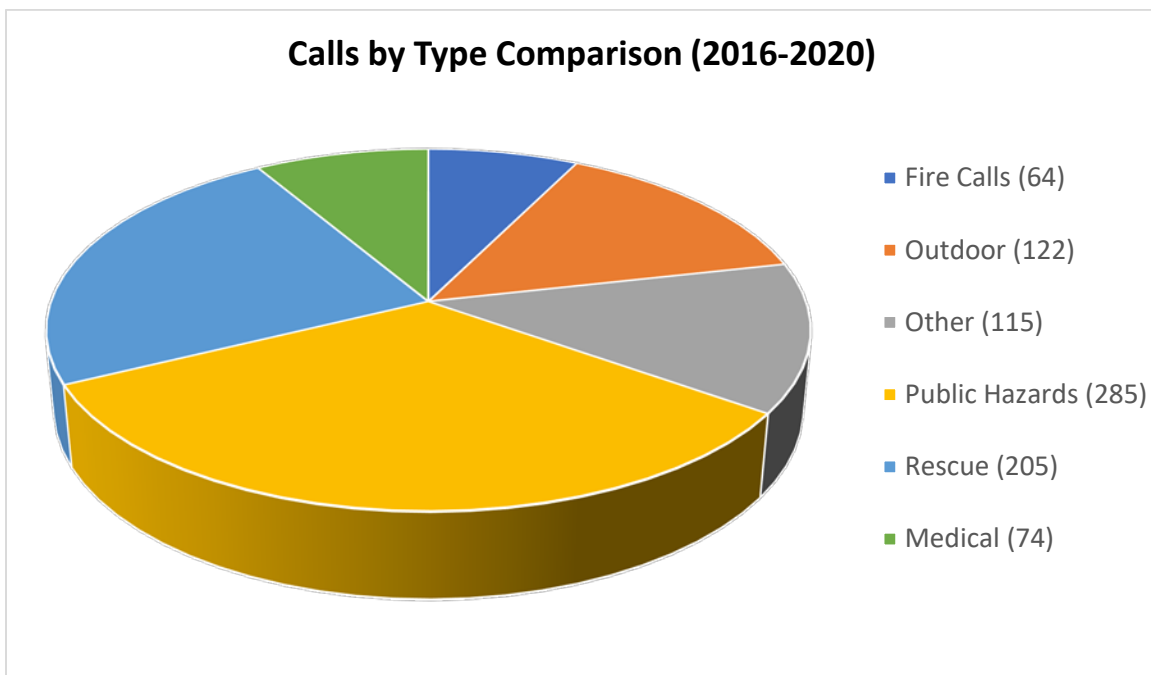
- Fire Service Awards distributed by the Fire Commissioner
 - Nine (9) firefighters celebrated their hiring anniversary
- Neighbourhood parades organized in Morewood, South Mountain, Chesterville, and Winchester respecting COVID-19 restrictions
 - Donations collected for the foodbank totaling 480 lbs of food
- Completed safety inspections of Township buildings
- Preparations have begun for 2020 Monthly PSAs (to be posted on Township website and social media pages)

Training

- Fire training shall continue in smaller numbers, following direction from the Eastern Ontario Health Unit and Ontario Association of Fire Chiefs with regards to physical distancing, sanitizing, etc.
 - Each station will be hosting two training nights each, in order to accommodate the smaller groups

Call Totals Comparison (2016-2020)

	2016	2017	2018	2019	2020
Fire Calls	12	16	16	8	12
Outdoor	33	13	19	28	29
Other	43	51	11	5	5
Public Hazards	48	55	69	53	60
Rescue	42	36	46	51	30
Medical	14	13	19	14	14
Total	192	184	180	159	150

Calls by Type Comparison (2016-2020)



DEPARTMENT ACTIVITY UPDATES

CAO

January 19, 2021

- Completed review of departmental budgets for presentation at the December 8th Council meeting
- Deputy Clerk and I reviewed draft designs for the new Township website, provided feedback and asked for changes to ensure that we get the end product that best represents the Township
- Participated in accessibility training related to our website and social media accounts
- Reviewed Public Works budget, making only minimal changes to allow Council to hear the new direction and associated requests of the Director of Public Works
- Discussions with Director of Public Works and Director of Planning, Building and Enforcement to determine updated Allocation by-law and revised Capital Charges for presentation to Council on Dec 15th
- Arranged and participated in a virtual meeting with Municipality of South Dundas representatives, regarding the potential of connecting to their municipal water system to increase our water supply
- Participated in Dr. Paul's weekly calls and made changes to our operations as recommended or helped share his message to the community. Worked with department heads to prepare for anticipated transition to the red zone, but with Provincial lockdown, switched to preparation and implementation of required changes.
- Worked with staff to determine available resources and best way to fill in for a staff member, to complete water and sewer billing and year end. Michelle Dorie is taking the lead and has been working with Michelle McDonnell to completed related duties. They are doing an admirable job of figuring it out with little assistance.
- Participated in two half day sessions of Human Resources training for managers, provided by Cunningham and Swan, organized by the Township of South Glengarry and offered to all municipalities in SDG.
- Participated in quarterly virtual meeting of SDG CAOs
- Implemented new, online daily screening system for all employees to screen for COVID-19 prior to entering the workplace. Thanks to the SDG GIS Department for creating the system and sharing with us.

- Received a call from Lactalis on December 30th, requesting permission to discharge clean water to our system, to assist them in dealing with a problem at their wastewater treatment system. Co-ordinated with OCWA and granted permission for the daily discharge for up to a month.
- Due to the parental leave of the Economic Development and Communications Officer, the Deputy Clerk was updating the Township website as required and participating on the team to select the new website layout. The Executive Assistant/Deputy Clerk to the Planning, Building and Enforcement Department was updating the Township Facebook page, monitoring the EDO's email account and managing Community Improvement Plan requests and payments. The CAO was assisting with FB updates and responding to FB questions and comments as required. ie. waste pickup post of December 29th.
- In the EDO's absence, the Deputy Clerk was also managing the articles and photography for the 2021 Explore North Dundas magazine, with input from the CAO
- Drafted and circulated emails to staff regarding COVID protocol, adapting and clarifying protocol where required and emphasizing the need for managers to ensure that their staff are in compliance with the protocol.
- Worked with the Recreation & Culture Department to create the Light Up North Dundas Holiday contest. With the Mayor's lead on coordination with the vendor, arranged for the purchase of lights from Rideau Auctions and the decoration of the municipal office and the fire halls, in addition to the buildings/parks decorated by the Recreation & Culture department. Promoted the contest and the resulting tour on our website and FB page. The contest and tour were well received by residents.
- Volunteered with the Fries for Charity initiative at the North Dundas Display of Lights.

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

BY-LAW No. 2021-12

Being a By-law 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 By-law.

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 By-law;

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

- 1.0** That the Minutes of the Regular Meeting held on December 8, 2020, the In Camera Meeting held December 8, 2020 and the Special Meeting held on December 15th, 2020 of the Council of the Township of North Dundas, be hereby adopted.
- 2.0** That the actions of the Township of North Dundas at the Regular Meeting held on January 19, 2021 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 Local Planning Appeal Tribunal or other authority is required by law, hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this By-law.
- 3.0** That where no individual By-law has been or is passed with respect to the taking of any action authorized in or by the above-mentioned minutes or with respect to the exercise of any powers by the Township of 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 19th day of January, 2021.

MAYOR

CLERK