

**AGENDA**  
**Township of North Dundas**  
**636 St. Lawrence Street Winchester ON**  
**Tuesday, April 7, 2020 6:00 PM**

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) [Special Meeting - March 3, 2020](#) 4 - 8
  - b) [Public Meeting - March 10, 2020](#) 9 - 11
  - c) [Regular Meeting - March 10, 2020](#) 12 - 20
  - d) [Special Meeting - March 16, 2020](#) 21 - 22
  - e) [Special Meeting - March 26, 2020](#) 23 - 25
- 5. Delegations**
- 6. Closed Session**
- 7. Open Session**
- 8. Action Requests**
  - a) Finance
  - b) Economic Development and Communications
  - c) Public Works

<b>d) Waste Management</b>	
<b>e) Planning Building and Enforcement</b>	
<b>f) Recreation and Culture</b>	
i. <a href="#">April 1st Community Grants</a>	26 - 27
ii. <a href="#">Joel Steele Community Centre Canteen Lease Agreement</a>	28 - 35
iii. <a href="#">Telus Ride For Dad</a>	36
<b>g) Fire</b>	
<b>h) CAO</b>	
i. <a href="#">Budget Amendment- Community Food Share Donation</a>	37 - 40
<b>i) Clerk</b>	
<b>9. Tenders and Quotations</b>	
a) <a href="#">Pulverizing Tender 2020</a>	41
b) <a href="#">Surface Treatment Tender 2020</a>	42 - 43
<b>10. By-laws</b>	
a) <a href="#">By-law No. 2020-20 South Nation Conservation - Septic Management Contract</a>	44 - 61
b) <a href="#">By-law No. 2020-01 Officers &amp; Committees</a>	62 - 68
<b>11. Key Information</b>	
a) <a href="#">Finance - Deferral of June Tax Instalment Due Date</a>	69
b) <a href="#">Recreation and Culture - Summer Student Staffing</a>	70 - 72
<b>12. Consent Agenda</b>	
a) Accounts	
Action Recommended:	
That Council receive and file for information purposes.	

- b) [Department Activity Updates](#) 73 - 77  
[Action Recommended:](#)  
[That Council receive and file for information purposes.](#)

**13. Boards and Committees**

**14. Motions and Notices of Motions**

**15. Petitions**

**16. Council Comments and Concerns**

**17. Unfinished Business**

**18. Ratification By-law**

- a) [By-law No. 2020-21](#) 78

**19. Adjournment by Resolution**

**THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS**

**MINUTES**

**MARCH 3, 2020**

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A special meeting of the Council of the Corporation of the Township of North Dundas was held in Council Chambers in Winchester Village on March 3, 2020 with Mayor Fraser in the Chair.

ROLL CALL: Mayor: Tony Fraser  
Deputy Mayor: Allan Armstrong  
Councillors: Gary Annable, Tyler Hoy, John Thompson  
CAO: Angela Rutley  
Director of Planning, Building & Enforcement: Calvin Pol  
Director of Public Works: Dan Belleau  
Assistant Water & Sewer Manager: MaryLynn Plummer  
Clerk: Jo-Anne McCaslin

Mark Buchanan, representing JL Richards was present to address Council.

1. Call Meeting to Order by Resolution

Resolution No. 01

Moved by Councillor Hoy

Seconded by Deputy Mayor Armstrong

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 Councillor Hoy

Seconded by Deputy Mayor Armstrong

THAT Council approve the agenda as amended. In Camera to follow Key Information Reporting.

CARRIED

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

4. Adoption of Minutes – NIL

5. Delegations – NIL

6. Action Requests

a) Finance – NIL

b) Economic Development and Communications – NIL

c) Public Works

Mark Buchanan, from J.L. Richards explained the purpose of the Memorandum is to assist in establishing proposed 20 year population projections for the Villages of Winchester and Chesterville by determining their potential development opportunities for growth, adding the 20 year population projections will serve as the basis for establishing the drinking water supply system requirements for the North Dundas Drinking Water Supply System Capacity Expansion Class Environmental Assessment (Class EA). Low Growth and High Growth scenarios were presented based on potential Township development areas.

i) Population Projections for Water & Wastewater Servicing Study

Resolution No. 03

Moved by Councillor Annable

Seconded by Councillor Thompson

THAT Council accept the 20-year population projections for the village of Winchester and Chesterville as summarized by JL Richards in their memo dated February 14, 2020.

CARRIED

d) Waste Management – NIL

e) Planning Building and Enforcement

i) UCDSB Winchester Public School Concept Plan

Resolution No. 04

Moved by Councillor Thompson

Seconded by Councillor Annable

THAT Council accept, in principle, the revised UCDSB Concept Plans A-001 Revision 1 dated February 18, 2020 and A-002 dated January 21, 2020 with the following modifications:

- 1) no new stop sign erected on York Street at Louise Street;
- 2) the painted crosswalks at either end of York Street be removed; and
- 3) the pedestrian crosswalk across Louise Street to the WDMH Hospital entrance (not) be painted with two lines;

AND THAT the recommendations of the Township's Traffic Engineer (lane controls and alignment, drainage, signage, rumble strips, flexible bollards, etc.) be included in the working drawings and road work designs;

AND THAT Council accept, in principle, the proposed construction cost allocation plan attached as "Table A".

DEFERRED

Director Pol was asked to obtain additional information from the Upper Canada District School Board relating to: proposed traffic routes for buses, drop off lanes for school and daycare for the afternoon school pick-up and drop off times, access for parents to gated parking area and the number of children dropped off and picked up by car on an average day.

f) Recreation and Culture – NIL

g) Fire – NIL

h) CAO – NIL

i) Clerk – NIL

7. Tenders and Quotations – NIL

8. By-laws

a) Bylaw No. 2020-15 Term Extension Russell Township By-law Enforcement Services

Resolution No. 05

Moved by Councillor Annable

Seconded by Councillor Thompson

THAT By-law No. 2020-15, being a By-law to amend Schedule “A” of By-law 2019-58 to extend the term of the agreement with Russell Township to December 31, 2020, be read and passed in Open Council, signed and sealed this 3rd day of March, 2020.

CARRIED

9. Key Information

Public Works – Water and Sanitary Sewer Capacity Allocation Draft By-law

Assistant Water/Sewer Manager Plummer and Public Works Director Belleau presented the draft by-law. They explained the intent of this by-law is to attain a sustained steady rate of development and associated population growth in the Township within the available capacity of the water and sanitary sewer systems. Following a discussion, Council asked Staff to provide a list of capacity allocations.

10. Closed Session

Resolution No. 06

Moved by Deputy Mayor Armstrong

Seconded by Councillor Hoy

THAT Council proceed in Camera at 8:48 pm pursuant to Section 239 (2) of The Municipal Act S.O. 2001 (k) A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the Municipality or local board.

CARRIED

11. Open Session

Resolution No. 07

Moved by Councillor Hoy  
Seconded by Deputy Mayor Armstrong

THAT Council move to Open Session at 9:27 pm.

CARRIED

Resolution No. 08

Moved by Deputy Mayor Armstrong  
Seconded by Councillor Hoy

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

CARRIED

12. Consent Agenda – NIL

13. Boards and Committees – NIL

14. Motions and Notices of Motions – NIL

15. Petitions – NIL

16. Council Comments and Concerns – NIL

17. Unfinished Business –NIL

18. Ratification By-law

Resolution No. 09

Moved by Councillor Thompson  
Seconded by Councillor Annable

THAT By-law No. 2020-14 to adopt, confirm and ratify matters dealt with by resolution, be read and passed in Open Council, signed and sealed this 3rd day of March, 2020.

CARRIED

19. Adjournment by Resolution

Resolution No. 10

Moved by Councillor Annable

Seconded by Deputy Mayor Armstrong

THAT Council adjourn at 9:30 pm to the call of the chair.

CARRIED

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MAYOR

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CLERK



## TOWNSHIP OF NORTH DUNDAS

### PUBLIC MEETING TO CONSIDER TWO ZONING BY-LAW AMENDMENTS

March 10, 2020

A Public Meeting of Council, under Section 34 of the *Planning Act, R.S.O. 1990*, as amended was held to consider two zoning amendments.

**Roll Call:**

Tony Fraser	Present
Allan Armstrong	Present
Gary Annable	Present
Tyler Hoy	Present
John Thompson	Present

Township of North Dundas Staff present included CAO, Angela Rutley; Township Planner, Calvin Pol and Clerk, Jo-Anne McCaslin who recorded the minutes.

Chairperson Fraser called for a motion to open the public meeting.

**Moved by John Thompson and seconded by Gary Annable that the Public Meeting of Council to consider Two Zoning By-law Amendments be called to order at 6:30 pm.  
CARRIED.**

The Chairperson confirmed that in accordance with Section 34 of the Planning Act and Ontario Regulation 545/06, Public Notices were mailed out, faxed, emailed and a sign posted on February 19, 2020. The General Housekeeping By-law Notice was published on February 19, 2020 in the Chesterville Record.

The Chairperson declared the meeting properly constituted as per the requirements of the *Planning Act* and called the meeting to order. Attendance sheets were circulated.

Detailed planning reports and draft by-laws prepared by Township Planner; Calvin Pol were previously circulated to Council and posted on the Township Website. The Chairperson then turned the meeting over to Mr. Pol who then made a power point presentation outlining the proposed amendments.

It was pointed out by the Planner that if a person or public body does not make oral submissions at this public meeting or make written submissions to North Dundas Township before the by-law is passed, the person or public body may not be entitled to appeal the decision of the Council of North Dundas to the Local Planning Appeal Tribunal.

Planner Calvin Pol explained the **Housekeeping By-law Amendment**

The Township of North Dundas has initiated a Housekeeping By-law Amendment to update definitions and general provisions in order to harmonize the four (4) Zoning By-laws in North Dundas. The proposed changes are updates to the provisions for recreational vehicles in Chesterville and the use of shipping containers throughout the Township. The By-law will also rezone multiple properties in the former Township of Winchester (By-law No. 12-93) and the former Township of Mountain (By-law No. 79-6) as a required condition of severance. The majority of properties affected by this By-law are surplus dwellings that were granted a severance as a result of farm consolidation under the *Provincial Policy Statement, 2014* and the United Counties of Stormont, Dundas and Glengarry Official Plan. This By-law will prohibit residential dwellings from being constructed on the remaining prime agricultural land as required by the *Provincial Policy Statement, 2014* and the United Counties Official Plan.

If adopted, this By-law will also slightly modify the zoning of two (2) other properties, and will update some definitions and general provisions.

In closing, Mr. Pol commented the proposed Zoning By-law Amendment constitutes good planning and is consistent with the 2014 Provincial Policy Statement and the Official Plan.

Comments received under Section 34(15) of the Planning Act:

Ministries & Public Bodies: None.

Public Meeting Comments:

The Chairperson asked Members of Council and the Applicant if they had any questions or concerns and then opened the Public Meeting to questions and comments from the public.

Questions from the public:

Sandy Johnston, 12050 Winchester Main St. stated there is a shipping container located at the Winchester Fire Station. He asked if a minor variance would be required for a second unit?

Calvin Pol replied yes, the Committee of Adjustment will be the approval body.

Deputy Mayor Armstrong suggested guidelines (perhaps a policy) be provided to assist the Committee of Adjustment (color etc.) Mr. Pol will investigate this option further.

Deputy Mayor Armstrong asked if the new Restricted Land - exception 1 (one) zone along the Wylie Creek Drain would impact the lot size.

Mr. Pol stated that Mr. Drew has prepared a layout for each of these properties showing that the houses and septic systems can fit on each property (all 1 acre).

Councillor Hoy asked about the set-back to the municipal drain.

Calvin Pol explained that this municipal drain falls under this category; and minimum setbacks are in place, (15 metres).

#### **Planner Calvin Pol explained the Sevita Amendment**

The Township of North Dundas has received an application to amend the former Township of Mountain Zoning By-law No. 79-6 to rezone a 15m "no build" zone along the proposed property lines of a consent (severance) and to reduce the minimum required side yard setback for the retained parcel, and prohibit residential dwellings on the retained farmland. This zoning amendment is a required condition of consent (severance) and is required to ensure adequate fire separation between the severed and retained parcels.

The lands affected by this amendment are described as Part of Lot 22, Concession 3 Part 1 on Registered Plan 8R-5149, former Township of Mountain now the Township of North Dundas.

If the proposed by-law amendment is adopted, part of the subject land will be rezoned to Rural – Exception Twenty-Five (RU-25) and the remaining part of the subject land will be rezoned to Rural – Exception Twenty-Six (RU-26).

The property/land to which the proposed Zoning By-law amendment applies is the subject of a consent (severance).

Questions from the public:

Sandy Johnston, 12050 Winchester Main St. felt the fire separation distance was excessive when comparing to the separation of houses in subdivisions

Calvin Pol stated the fire separation distance was based on the Building Code and Fire Code and based on the direction provided by the North Dundas Chief Building Official who conducted a site visit of the property to determine the existing building materials on the industrial (F1) building.

Chairperson Fraser stated the by-laws would be considered during the regular meeting of Council.

**Moved by John Thompson and seconded by Gary Annable that the Public Meeting of the Council of the Corporation of the Township of North Dundas adjourn at 7:00 pm.  
CARRIED.**

\_\_\_\_\_  
Tony Fraser, CHAIRPERSON

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Jo-Anne McCaslin, CLERK

**THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS**  
**MINUTES**  
**MARCH 10, 2020**

---

A meeting of the Council of the Corporation of the Township of North Dundas was held in Council Chambers in Winchester Village on March 10, 2020 with Mayor Fraser in the Chair.

ROLL CALL: Mayor: Tony Fraser  
Deputy Mayor: Allan Armstrong  
Councillors: Gary Annable, Tyler Hoy, John Thompson  
CAO: Angela Rutley  
Treasurer: John Gareau  
Economic Development Officer: Stephen Mann  
Director of Public Works: Dan Belleau  
Director of Waste Management: Doug Froats  
Director of Planning, Building & Enforcement: Calvin Pol  
Director of Recreation and Culture: Meaghan Meerburg  
Facilities Manager: Tom Dekker  
Fire Services Liaison Office: Mike Gruich  
Clerk: Jo-Anne McCaslin

1. Call Meeting to Order by Resolution  
Resolution No. 01 Moved by Deputy Mayor Armstrong  
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 7:01 PM.  
CARRIED
  
2. Adoption of Agenda  
Resolution No. 02 Moved by Councillor Hoy  
Seconded by Deputy Mayor Armstrong  
THAT Council approve the agenda.  
CARRIED
  
3. Disclosure of Pecuniary Interest and General Nature Thereof - NIL
  
4. Adoption of Minutes
  - a) Public Meeting - February 11 2020

Resolution No. 03

Moved by Councillor Hoy

Seconded by Deputy Mayor Armstrong

THAT the minutes of the public meeting of the Council of the Township of North Dundas, held February 11, 2020 be adopted as presented.

CARRIED

b) Regular Meeting February 11 2020

Resolution No. 04

Moved by Deputy Mayor Armstrong

Seconded by Councillor Hoy

THAT the minutes of the regular meeting, including the In Camera minutes, of the Council of the Township of North Dundas, held February 11, 2020 be adopted as presented.

CARRIED

c) Special Meeting February 19 2020

Resolution No. 05

Moved by Councillor Hoy

Seconded by Deputy Mayor Armstrong

THAT the minutes of the Special Meeting, including the In Camera minutes, of the Council of the Township of North Dundas, held February 19, 2020 be adopted as circulated.

CARRIED

5. Delegations – NIL

6. Closed Session – NIL

7. Open Session – NIL

8. Action Requests

a) Finance

i) Council Remuneration 2019

Resolution No. 06

Moved by Deputy Mayor Armstrong

Seconded by Councillor Hoy

THAT Council accept the 2019 Treasurer's Statement of Remuneration Paid to Elected Officials.

CARRIED

b) Economic Development and Communications

i) Optimus Prime CIP

Resolution No. 07

Moved by Councillor Hoy

Seconded by Deputy Mayor Armstrong

THAT Council approve funding under the Township of North Dundas' Community Improvement Plan for a Signage Grant of \$1,500 for the property located at 12024 Dawley Drive, Winchester; And that Council authorize the Mayor and CAO to execute the required agreement.

CARRIED

c) Public Works - NIL

d) Waste Management - NIL

e) Planning Building and Enforcement

i) Wellings of Winchester Private Street Names

Resolution No. 08

Moved by Deputy Mayor Armstrong

Seconded by Councillor Hoy

That Council hereby accepts the following ten (10) private street names proposed by the Nautical Lands Group for the Wellings of Winchester project:

- |                       |                                 |
|-----------------------|---------------------------------|
| 1. Capstone Private   | 6. Cedar Ridge Private          |
| 2. Rocky Road Private | 7. Monteith Private             |
| 3. Blueprint Private  | 8. Thorpe Private               |
| 4. Sandhill Private   | 9. Grant Private                |
| 5. Bigford Private    | 10. Wellings Winchester Private |

CARRIED

ii) Development Charges Reserve Fund Statement

Resolution No. 09

Moved by Councillor Hoy

Seconded by Deputy Mayor Armstrong

WHEREAS eligible growth-related capital expenditures relating to the Development Charges By-law No. 2017-02 occurred in the Township of North Dundas in 2019;

NOW THEREFORE BE IT RESOLVED THAT the Treasurer be authorized to transfer \$3,952.02 from Account # 3-3-2000-9590 Development Charges Reserve Fund to Account # 1-4-8010-9502 D.C. Operating and that this transfer is deemed to be effective December 31, 2019;

AND THAT the Development Charges Treasurer Statement for 2019 be received and be made available to the public

CARRIED

f) Recreation and Culture

i) Special Event Request Form for Winchester Bike Nights

Resolution No. 10

Moved by Deputy Mayor Armstrong

Seconded by Councillor Hoy

THAT Council receive the Special Event Request Forms from the Winchester Downtown Committee and approve the in-kind municipal support as requested in the application forms.

CARRIED

ii) Ball Diamond Policy

Resolution No. 11

Moved by Councillor Hoy

Seconded by Deputy Mayor Armstrong

THAT Policy # 81-2020, being a policy to establish rules and procedures relating to the rental and use of North Dundas Ball Diamonds be adopted as presented.

CARRIED

iii) Commercial Taxes for 9 William St. Chesterville

Resolution No. 12

Moved by Deputy Mayor Armstrong

Seconded by Councillor Hoy

THAT the Council of the Township of North Dundas set the annual rental rate for exclusive use of the space in the basement of the Nelson LaPrade Center, currently occupied by the Dundas Agricultural Community Group at \$2000 + Property Taxes effective October, 2020.

CARRIED

g) Fire

i) Station 2 Captain Appointments

Resolution No. 13

Moved by Councillor Hoy

Seconded by Deputy Mayor Armstrong

THAT Council recognize the following fire staffing appointments at Station #2 (Mountain):

1. Chris Lee – Captain
2. Jason Abramovitch - Acting Captain effective Oct.1/19
3. Jesse Boone-Mahoney - Acting Lieutenant

CARRIED

- ii) Station 2 Training Ice and Cold-Water Rescue  
Resolution No. 14

Moved by Councillor Thompson  
Seconded by Councillor Annable

THAT Council authorize North Dundas Fire Station #2 to include Ice and Cold-Water Rescue in their training schedule;  
AND THAT Council accept the equipment donation from the Mountain Firefighters' Association for such training.  
CARRIED

h) CAO

- i) Part-Time Wages  
Resolution No. 15

Moved by Councillor Annable  
Seconded by Councillor Thompson

That Council authorize and approve the 2020 Part-Time Wage Schedule dated March 4, 2020 as attached.  
CARRIED

i) Clerk

- i) Art on the Waterfront Festival Designation  
Resolution No. 16

Moved by Councillor Thompson  
Seconded by Councillor Annable

THAT the Council of the Township of North Dundas designate "Art on the Waterfront" scheduled Saturday June 6th and Sunday June 7th, 2020 as a "Public Event of Municipal Significance" and further authorize the temporary closure of portions of Chesterville Main St. and Water St. on Saturday, June 6th and Sunday, June 7th from 6:00 am to 5:00 pm and Mill St. from Friday, June 5th at 1:00 pm to Sunday, June 7th at 10:00 pm to accommodate this event.  
CARRIED

- ii) Canada Day Celebrations Designation  
Resolution No. 17

Moved by Councillor Annable  
Seconded by Councillor Thompson

THAT Council designate the Canada Day Celebrations hosted by the North Dundas Canada Day Committee scheduled for Wednesday, July 1st, 2020 as a "Public Event of Municipal Significance".  
CARRIED



iii) Meet Me On Main Street Event Series Designation

Resolution No. 18

Moved by Councillor Thompson

Seconded by Councillor Annable

THAT Council designate the 2020 "Meet Me On Main Street", Community Event Series, hosted by the Township of North Dundas, scheduled for July 8th, July 15th, July 22nd, July 29th, August 5th and August 12th to be a "Public Event of Municipal Significance".

CARRIED

iv) MMOMS Temporary Street Closures

Resolution No. 19

Moved by Councillor Annable

Seconded by Councillor Thompson

THAT Council seek permission from the United Counties of SDG to close designated portions of County Roads (as listed below) to vehicular traffic between the hours of 2:00 p.m. and 9:00 p.m. to facilitate the 2020 "Meet Me on Main Street" Event Series.

CARRIED

v) South Mountain Fair Designation

Resolution No. 20

Moved by Councillor Thompson

Seconded by Councillor Annable

THAT Council designate the South Mountain Fair hosted by the Mountain Township Agricultural Society scheduled for August 13th, 14th, 15th & 16th, 2020 as a "Public Event of Municipal Significance".

CARRIED

vi) Chesterville Fair Designation

Resolution No. 21

Moved by Councillor Annable

Seconded by Councillor Thompson

THAT Council designate the Chesterville Fair hosted by the Chesterville and District Agricultural Society scheduled for August 28th, 29th, & 30th, 2020 as a "Public Event of Municipal Significance".

CARRIED

9. Tenders and Quotations

a) Groundwater Monitoring Extension

Resolution No. 22

Moved by Councillor Thompson  
Seconded by Councillor Annable

THAT Council authorize the quotation dated March 3, 2020 to extend the contract for Groundwater Monitoring as submitted by Golder Associates for services at the two Township of North Dundas Landfill Sites, for one year commencing, January 1, 2020 in the amount of \$63,600.00 plus applicable taxes.

CARRIED

10. By-laws

a) Bylaw No. 2020-12 Housekeeping Bylaw Amendment

Resolution No. 23

Moved by Councillor Annable  
Seconded by Councillor Thompson

THAT By-law No. 2020-12, being a By-law to amend the former Township of Mountain Zoning By-law No. 79-6, the former Township of Winchester Zoning By-law No. 12-93, the former Village of Chesterville Zoning By-law No. 04-95, and the former Village of Winchester Zoning By-law 25-96, as amended, be read and passed in Open Council, signed and sealed this 10th day of March, 2020.

CARRIED

b) Bylaw No. 2020-13 Hendrick Rezoning

Resolution No. 24

Moved by Councillor Thompson  
Seconded by Councillor Annable

THAT By-law No. 2020-13, being a By-law to amend the former Township of Mountain Zoning By-law No. 79-6, as amended, be read and passed in Open Council, signed and sealed this 10th day of March, 2020.

CARRIED

c) Bylaw No. 2020-17 Municipal Law Enforcement Officer Appointment

Resolution No. 25

Moved by Councillor Annable  
Seconded by Councillor Thompson

THAT Council accept the recommendation of the Hiring Committee and approve the hiring of Nicolas Hubble as an Intermediate Municipal Law Enforcement Officer as per the offer of employment dated February 27, 2020 and THAT By-law No. 2020-17 being a By-law to appoint Nicolas Hubble as a Property Standards Officer and a Municipal Law Enforcement Officer be read and passed in Open Council, signed and sealed this 10th day of March, 2020.

CARRIED

11. Key Information

- a) Capital Road Projects 2020 – Director Belleau provided the list of roads slated for Pavement, Double Surface Treatment and Gravel for 2020 construction season.

12. Consent Agenda

Resolution No. 26

Moved by Councillor Thompson  
Seconded by Councillor Annable

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

February 27<sup>th</sup>, 2020 (Feb 1, 2020 – Feb 14, 2020) Batch 20 to 22 in the amount of \$447,976.90

February 28<sup>th</sup>, 2020 (Feb 15, 2020 – Feb 28, 2020) Batch 27 to 31 in the amount of \$516,882.36; and

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

Correspondence for support re: Bill 156 Security from Trespass and Protecting Food Safety Act:

Resolution No. 27

Moved by Councillor Annable  
Seconded by Councillor Thompson

THAT the Council of the Township of North Dundas support the Dundas Federation of Agriculture in their effort to lobby the Provincial Government to pass Bill 156 – Security from Trespass and Protecting Food Safety Act, 2019; and further that a letter of support for this important legislation be sent to the Honourable Ernie Hardeman, minister of Agriculture.

CARRIED

Resolution No. 28

Moved by Councillor Thompson  
Seconded by Councillor Annable

THAT the Council of the Township of North Dundas support the Township of South Glengarry's Resolution No. 29-2020, which requests the Provincial Government to pass Bill 156 – Security from Trespass and Protecting Food Safety Act, 2019.

CARRIED

13. Boards and Committees

- a) Dundas County Archives:

Resolution No. 29

Moved by Councillor Annable  
Seconded by Councillor Thompson

THAT Council authorize and approve that Eric Duncan remain on the Dundas County

Archives Committee in the capacity of a non-voting board member until December 31<sup>st</sup>, 2020.  
CARRIED

Resolution No. 30  
Moved by Councillor Thompson  
Seconded by Councillor Annable  
THAT Council receive and file the Dundas County Archives 2019 year-end report, submitted by Archivist, Susan Peters.  
CARRIED

14. Motions and Notices of Motions -NIL

15. Petitions – NIL

16. Council Comments and Concerns – NIL

17. Unfinished Business – NIL

18. Ratification By-law  
Resolution No. 31  
Moved by Councillor Annable  
Seconded by Councillor Thompson  
THAT By-law No. 2020-18 to adopt, confirm and ratify matters dealt with by resolution, be read and passed in Open Council, signed and sealed this 10th day of March, 2020.  
CARRIED

19. Adjournment by Resolution  
Resolution No. 32  
Moved by Councillor Thompson  
Seconded by Councillor Annable  
THAT Council adjourn at 8:17 pm to the call of the chair.  
CARRIED

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MAYOR

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CLERK

**THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS**  
**MINUTES**  
**MARCH 16, 2020**

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A special meeting of the Council of the Corporation of the Township of North Dundas was held in the Mayor's Office in Winchester Village on March 16, 2020 with Mayor Fraser presiding.

ROLL CALL: Mayor: Tony Fraser  
Deputy Mayor: Allan Armstrong  
Councillors: Gary Annable  
Tyler Hoy - absent  
John Thompson - absent  
CAO: Angela Rutley  
Clerk: Jo-Anne McCaslin

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

Moved by Councillor Annable  
Seconded by Deputy Mayor Armstrong

THAT the meeting of the Council of the Corporation of the Township of North Dundas be hereby called to order at 12:15 pm.

CARRIED

2. Adoption of Agenda  
Resolution No. 02

Moved by Deputy Mayor Armstrong  
Seconded by Councillor Annable

THAT Council approve the agenda as presented.

CARRIED

3. Action Requests

a) Finance

- i) Extend Interim Levy Due Date  
Resolution No. 03

Moved by Deputy Mayor Armstrong  
Seconded by Councillor Annable

Whereas By-law No. 2020-02, being a By-law to Provide for an Interim Tax Levy Applicable to the Year 2020 and to Establish the due date of March 31, 2020 was read and passed in Open Council signed and sealed on the 22<sup>nd</sup> day of January, 2020;

And Whereas due to circumstances arising from the COVID-19 virus, Council authorizes and directs that the interim due date be extended to April 30<sup>th</sup> and waive interest charges for the month of April;

Now Therefore be it Resolved that the interim tax levy imposed by By-law 2020-02 shall become due and payable in one installment having a due date of April 30<sup>th</sup>, 2020.

CARRIED

b) Planning Building and Enforcement

i) UCDSB Winchester Public School Concept Plan

Resolution No. 04

Moved by Deputy Mayor Armstrong

Seconded by Councillor Annable

THAT Council accept, in principle, the revised UCDSB Concept Plans A-001 Revision 1 dated February 18, 2020 and A-002 dated January 21, 2020 with the following modifications:

- 1) no new stop sign erected on York Street at Louise Street;
- 2) the painted crosswalks at either end of York Street be removed; and
- 3) the pedestrian crosswalk across Louise Street to the WDMH Hospital entrance (not) be painted with two lines;

AND THAT the recommendations of the Township's Traffic Engineer (lane controls and alignment, drainage, signage, rumble strips, flexible bollards, etc.) be included in the working drawings and road work designs;

AND THAT Council accept, in principle, the proposed construction cost allocation plan attached as "Table A".

CARRIED

4. Adjournment by Resolution

Resolution No. 05

Moved by Deputy Mayor Armstrong

Seconded by Councillor Annable

THAT Council adjourn at 12:30 pm to the call of the chair.

CARRIED

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

**THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS**  
**MINUTES**  
**MARCH 26, 2020**

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A special meeting of the Council of the Corporation of the Township of North Dundas was held in the Council Chambers in Winchester Village on March 26, 2020 with Mayor Fraser presiding. The purpose of the special meeting was to amend the Procedure By-law to allow electronic participation at Council meetings Council met to discuss changes to the Procedure By-law and deal with other time sensitive items. This is in response to the “State of Emergency” Province Wide

ROLL CALL: Mayor: Tony Fraser - present  
Deputy Mayor: Allan Armstrong - via teleconference  
Councillor: Gary Annable - via teleconference  
Councillor Tyler Hoy - via teleconference  
Councillor John Thompson - via teleconference  
CAO: Angela Rutley- present  
Clerk: Jo-Anne McCaslin -present  
Deputy Clerk: Nancy Johnston – present

1. Call Meeting to Order by Resolution

Resolution No. 01

Moved by Councillor Thompson  
Seconded by Councillor Annable

THAT the special meeting of the Council of the Corporation of the Township of North Dundas be hereby called to order at 2:11 pm.

Deputy Mayor Armstrong called for a Recorded Vote:

Mayor Fraser – Yea  
Deputy Mayor Armstrong – Yea  
Councillor Annable – Yea  
Councillor Hoy – Yea  
Councillor Thompson - Yea  
CARRIED

2. Adoption of Agenda

Resolution No. 02

Moved by Councillor Hoy  
Seconded by Councillor Annable

THAT Council approve the agenda as presented.

Councillor Thompson called for a Recorded Vote:

Mayor Fraser – Yea  
Deputy Mayor Armstrong – Yea  
Councillor Annable – Yea  
Councillor Hoy – Yea  
Councillor Thompson - Yea  
CARRIED

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

4. By-law

a) 2020-19 4 – Procedure By-law  
Resolution No. 04

Moved by Councillor Thompson  
Seconded by Councillor Hoy

THAT By-law No. 2020-19, being a By-law of the Corporation of the Township of North Dundas to Govern the Proceedings of Council and its Committees be read and passed in Open Council, signed and sealed this 26<sup>th</sup> day of March, 2020.

Councillor Annable called for a recorded vote:

Mayor Fraser – Yea  
Deputy Mayor Armstrong – Yea  
Councillor Annable – Yea  
Councillor Hoy – Yea  
Councillor Thompson - Yea  
CARRIED

5. Action Request

i) Waste Management  
Curbside Collection – Policy No. 43-2012  
Resolution No. 03

Moved by Councillor Annable  
Seconded by Councillor Thompson

THAT collection regulations as stipulated in item 3 of Policy No. 43-2012, being a Policy to Establish the Procedures for curbside collection of Waste be amended to reflect the following: Effective March 27, 2020 each resident may place a maximum of 3 bags/containers per week.

Deputy Mayor Armstrong called for a recorded vote:

Mayor Fraser – Yea  
Deputy Mayor Armstrong – Yea  
Councillor Annable – Yea  
Councillor Hoy – Yea  
Councillor Thompson - Yea  
CARRIED



6. Key Information – Water/Sewer Bills – Due Date Extension

CAO Rutley asked Council if they wished to provide the same option for payment of water/sewer bills as previously done for taxes. Council directed CAO Rutley to implement the extension to May 30<sup>th</sup>, 2020.

7. Adjournment by Resolution

Resolution No. 05

Moved by Councillor Thompson  
Seconded by Councillor Annable

THAT Council adjourn at 2:25 pm to the call of the chair.

Councillor Thompson called for a Recorded Vote:

Mayor Fraser – Yea

Deputy Mayor Armstrong – Yea

Councillor Annable – Yea

Councillor Hoy – Yea

Councillor Thompson - Yea

CARRIED

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MAYOR

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CLERK



<b>ACTION REQUEST – Recreation and Culture</b>	
<b>To:</b>	Mayor and Members of Council
<b>Date of Meeting:</b>	April 7, 2020
<b>Subject:</b>	April 1st Community Grants

**RECOMMENDATION:**

**THAT Council approve that the Winchester St. Paul’s Presbyterian Church and the Chesterville playgroup, each be awarded a \$400 Community Grant.**

Community groups/organizations can request financial assistance from the Township through a submission process. There are up to 5, \$400 grants available to these types of groups.

The following documents must be submitted in order for a request to be reviewed by the committee:

- A letter indicating:
  - Who your group/organization is
  - What type of service you provide in the community of North Dundas
  - Who is on your executive
  - How long you have been in operation
  - What the funds are being used for and how the funds will benefit the organization and impact the community
- A copy of the organization’s finances

The review committee will consist of the Director of Recreation & Culture, the CAO and two members of Council, (not full Council). The review committee will make the final decision on whether the request will be granted. The review committee may request additional information to further substantiate the request. Funds will be paid upon submission of supplier invoices by the community organization/group.

Community Grant Requests Deadline: April 1<sup>st</sup> and September 1<sup>st</sup> of each year.

Two proposals were received before the April 1<sup>st</sup> deadline. The Community Grant Review Committee reviewed and discussed the applications and is recommending that St. Paul’s Presbyterian Church in Winchester and the playgroup in Chesterville, each be awarded a \$400 Community Grant.

Due to the current circumstances regarding COVID-19, including the requirement for social and physical distancing, the committee understands that community groups who would like to apply for a Community Grant, may be experiencing challenges. As such, the committee has agreed to extend the deadline to May 1<sup>st</sup>; therefore, approval for additional applications may be brought forward to Council, in May.

**OPTIONS AND DISCUSSION:**

- 1. Award one \$400 grant to St. Paul's Presbyterian Church and to the playgroup in Chesterville as proposed - recommended.**
- 2. Request that applications be reassessed and that the Community Grant Review Committee bring forth a new recommendation for a future Council meeting - not recommended.**

**FINANCIAL ANALYSIS:**

Funding for 5, \$400 grants was approved during our 2020 budget process.

**OTHERS CONSULTED:**

Councilor Annable  
Councilor Hoy  
CAO

**ATTACHMENTS:**

N/A

**PREPARED BY:**



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**Meaghan Meerburg**  
Director of Recreation

**REVIEWED & APPROVED BY:**



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**Angela Rutley, BBA**  
CAO



<b>ACTION REQUEST – Recreation and Culture</b>	
<b>To:</b>	Mayor and Members of Council
<b>Date of Meeting:</b>	April 7, 2020
<b>Subject:</b>	Joel Steele Community Centre Canteen Lease Agreement

**RECOMMENDATION:**

**THAT the Council of the Township of North Dundas authorize the Mayor and CAO to execute the lease agreement, with Mr. Graham Ball, from Triple B – Ball’s Burger Barn, for the Joel Steele Community Centre canteen space.**

**BACKGROUND:**

The Township has been leasing the Joel Steele Community Centre canteen to Mr. Graham Ball since the 2018/2019 ice season. Attached, is the proposed lease agreement, which is presented under the same terms and conditions, with a 3-year term. The agreement will commence on September 8<sup>th</sup>, 2020 with an expiry date of April 9<sup>th</sup>, 2023, excluding mid-April - August in each year.

**OPTIONS AND DISCUSSION:**

1. **Adopt the Agreement as presented** - recommended.
2. **Do not adopt the Agreement** - not recommended.

**FINANCIAL ANALYSIS:**

The rental revenue would remain the same as in previous years and has been included in the 2020 budget.

**OTHERS CONSULTED:**

N/A

**ATTACHMENTS:**

Lease Agreement

**PREPARED BY:**

\_\_\_\_\_  
**Meaghan Meerburg**  
 Director of Recreation

**REVIEWED & APPROVED BY:**

\_\_\_\_\_  
**Angela Rutley, BBA**  
 CAO

**CANTEEN LEASE AGREEMENT**

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS**  
hereinafter called the "Township"

-and-

**MR. GRAHAM BALL**  
hereinafter called the "Tenant"

**Property:** Joel Steele Community Centre Canteen  
577 Main Street  
Winchester, Ontario  
K0C 2K0

This Lease made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS**  
(hereinafter called the "Township")

And

**MR. GRAHAM BALL**  
(hereinafter called the "Tenant")

**WHEREAS:**

1. The *Township* is the owner of the lands and premises located within Plan 34, Part of Block Y, formerly in the Village of Winchester, now in the Township of North Dundas, County of Dundas, known for municipal purposes as the Joel Steele Community Centre, located at 577 Main St., Winchester, Ontario, K0C 2K0;
2. The *Township* has agreed to lease the arena canteen, within the Joel Steele Community Centre, located at 577 Main St., Winchester, Ontario, K0C 2K0 hereinafter referred to as the *Leased Premises*, for the purpose of food preparation & sale, and the sale of miscellaneous items on the terms and conditions hereinafter set out;

NOW THEREFORE, it is agreed between the Parties hereto as follows:

1. This agreement will be in force for the rental periods of September 8<sup>th</sup>, 2020 to April 11<sup>th</sup>, 2021; September 7<sup>th</sup>, 2021 to April 10<sup>th</sup>, 2022; September 6<sup>th</sup>, 2022 to April 9<sup>th</sup>, 2023.
2. The parties mutually agree that the *Tenant* shall pay \$2,625 +HST annually for the use of the *Leased Premises*. This amount is to be paid fifty (50) percent on or before September 4<sup>th</sup> and fifty (50) percent January 1<sup>st</sup>, annually. All payments hereunder shall be made payable to the Township of North Dundas, 636 St. Lawrence Street, P.O. Box 489, Winchester, Ontario K0C 2K0.
3. The *Tenant* has full control over revenues derived from the sale of food, confectionary, soft drinks, coffee, hockey tape, laces, etc. from the *Leased Premises* and control over revenues derived from food and drink vending machines in the lobby.

4. Upon maturity of this agreement the *Tenant* shall have the first right of refusal to renew this agreement with the term and rent to be negotiated between the parties. Should either party wish to terminate the agreement prior to the expiration of the term, written notice must be given sixty (60) days in advance of termination.
5. In no case shall the *Tenant* offer for sale alcoholic beverages and/or tobacco, except with the express written permission of the *Township*.
6. The *Township* and the *Tenant* shall agree to regulate the hours of operation (to coincide with ice rentals) of the *Leased Premises*. The *Township* reserves the right to negotiate an arrangement with other renters and events to operate the *Leased Premises*, as well as the food and drink vending machines in the lobby, during the off-season (mid-April to the end of August).
7. No other food concession, selling the same products, will be permitted to operate in the lobby during ice contract operations, without the express written consent from the *Tenant* and the *Township*.
8. The *Township* and the *Tenant* covenant and agree that the *Tenant* shall not, at any time, assign this lease or sublet any part or parts of the premises.
9. An inventory of equipment in the *Leased Premises*, will be itemized and updated annually by both parties, specifying which equipment is owned by the *Tenant* and which is owned by the *Township*. Direct damages caused by the negligence of the *Tenant*, to the *Leased Premises/arena* premises and/or to the equipment that is owned by the *Township*, will be the responsibility of the *Tenant*. Likewise, direct damages caused by negligence of arena staff and/or representatives of the *Township*, to the equipment owned by the *Tenant*, will be the responsibility of the *Township*.
10. **LIABILITY AND INDEMNITY OF LANDLORD:**
  - (1) The *Tenant* shall defend, indemnify and save harmless the Corporation of the Township of North Dundas, their elected officials, officers, employees and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the *Tenant*, their officers, employees, agents, or others for whom the

*Tenant* is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided to the *Township* in accordance with this agreement, and shall survive this agreement.

- (2) With the exception of claims arising as a result of the *Township's* negligence or arising as a result of the *Township's* failure to fulfill its obligations set out in this agreement, the *Tenant* covenants to indemnify the *Township* against all claims including construction lien claims by any person arising from any want of maintenance thereof or anything done or admitted on or in the vicinity of the demised lands and premises or any other thing whatsoever, whether arising from any breach or default or from any negligence by the *Tenant*, its agents, contractors, employees, invitees or licensees, or from any accident, injury or damage or any other cause whatsoever, and such indemnity shall extend to all costs, counsel fees, expenses and liabilities which the *Township* may incur with respect to any such claim.
- (3) In the event that the Occupational Health & Safety Act R.S.O. 1990, c.O.1 should apply to any matter occurring pursuant to this agreement, each party will assume its responsibility and liability under the Act.

#### 11. **INSURANCE:**

Prior to commencement of the work, the *Tenant* shall obtain and maintain until the termination of the agreement and provide the *Township*, with evidence of:

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than two million dollars (\$2,000,000) per occurrence/two million dollars (\$2,000,000) annual aggregate for any negligent acts or omissions relating to the *Tenant's* operations. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products; broad form completed operations; employees and volunteers as Additional Insured(s); contingent employers liability; tenant legal liability – all risks; cross liability and severability of interest clause.

The Corporation of the Township of North Dundas shall be added as Additional Insured subject to a waiver of subrogation. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the *Township*.



Any and all deductibles shall be the sole responsibility of the *Tenant* and the *Township* shall bear no cost towards such deductible.

The Policies shown above shall not be cancelled, or materially changed unless the Insurer notifies the *Township* in writing at least thirty (30) days prior to the effective date of Cancellation.

The insurance policy will be in a form and with a company which is, in all respects, acceptable to the *Township*. The *Tenant* shall provide the *Township* with a certificate of insurance evidencing coverage as noted above prior to commencement of work.

In addition to the above insurance, the *Tenant* shall be responsible to insure their property including business interruption – the *Township* shall not bear any cost associated with such insurance.

12. Proof of WSIB coverage, liability insurance and insurance for the contents of the *Leased Premises* will be provided by the *Tenant* to the *Township* on or before September 4<sup>th</sup> of each year.
13. The *Tenant* shall adhere to all Ontario Acts, Municipal regulations, policies and by-laws.

14. **REPAIRS:**

The *Tenant* covenants with the *Township*:

- (1) To provide custodial services required for the general maintenance of the leased premises;
- (2) That the *Township* may enter and view the state of repair upon reasonable written notice and during business hours;
- (3) That the *Tenant* will leave the premises in good repair (reasonable wear and tear and damage by lightning and tempest only excepted).

15. **MAINTENANCE:**

- (1) The *Township* shall maintain the grounds, parking and building access areas.

- (2) The *Township* shall not be liable for the failure to provide utilities including gas, water, and hydro when such failure is beyond the *Township's* control.

16. **ALTERATIONS, PARTITIONS, IMPROVEMENTS:**

- (1) If the *Tenant* desires to affix or erect partitions, counters or fixtures on any part of the walls, floors or ceilings of the demised premises, the *Tenant* may do so at its own expense at any time and from time to time provided that the *Tenant's* rights to make such alterations to the demised premises shall be subject to the conditions contained herein.
- (2) Before undertaking any such alterations, to the demised premises, the *Tenant* shall submit to the *Township* a plan showing the proposed alterations and shall obtain the written approval and consent of the *Township* to the same.
- (3) All such alterations shall conform to all building regulations then in force, affecting the demised premises.
- (4) Such alterations will not be of such kind or extent as to, in any manner, neither weaken the structure of the building after the alterations are completed nor reduce the value of the building.
- (5) Except as herein provided, the *Tenant* will not erect or remove or change the location or style of any partitions or fixtures without the written consent of the *Township* being first obtained.
- (6) At the expiration of the term hereby granted or any renewal thereof, the *Tenant* shall have the right to remove his/her fixtures (but not the leasehold or structure improvements which shall remain the property of the *Township*) provided the *Tenant* makes good all damage occasioned to the demised premises by the taking down or removal thereof.

17. **NOTICE:**

Any notice to be given pursuant to this lease shall be sufficiently given if served personally upon the party or an officer of the party for whom it is intended, or mailed, prepaid and registered. The date of receipt of any such notice shall be deemed to be the date of delivery, if such notice is served personally or, if mailed, seventy-two (72) hours after such mailing.

18. The benefits of this Agreement and the obligation of this contract shall enure to the benefit and be binding upon the parties hereto and their respective successors and assignees.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**The Corporation of the Township of North Dundas**

\_\_\_\_\_  
**Mayor, Tony Fraser**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**CAO, Angela Rutley**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Graham Ball**

\_\_\_\_\_  
**Witness**



<b>ACTION REQUEST – Recreation and Culture</b>	
<b>To:</b>	Mayor and Members of Council
<b>Date of Meeting:</b>	April 7, 2020
<b>Subject:</b>	Telus Ride For Dad

**RECOMMENDATION:**

**THAT Council authorize the \$200.00 rental fee of the Joel Steele Slab be waived, in support of the “Telus Ride for Dad” event, scheduled for Saturday, August 15th, 2020.**

**BACKGROUND:**

On Saturday, August 15<sup>th</sup>, the Telus Ride For Dad event, which raises funds to support prostate cancer research and raise public awareness of the disease, will be hosting their closing ceremonies at the Joel Steele Community Centre. This event hosts over a thousand participants who will be visiting North Dundas and thereby contributing to the local economy. As such, the event organizers are asking that the not-for-profit rental fee for this event be waived.

**OPTIONS AND DISCUSSION:**

1. **Waive both rental fees** – Recommended. This fee has historically been waived for this event.
2. **Do not waive the rental fees** – Not recommended.

**FINANCIAL ANALYSIS:**

Should Council waive the rental fee, \$200.00 of revenue would not be generated.

**OTHERS CONSULTED:**

CAO

**ATTACHMENTS:**

None

**PREPARED BY:**

\_\_\_\_\_  
**Meaghan Meerburg**  
 Director of Recreation

**REVIEWED & APPROVED BY:**

\_\_\_\_\_  
**Angela Rutley, BBA**  
 CAO



<b>ACTION REQUEST – CAO</b>	
<b>To:</b>	Mayor and Members of Council
<b>Date of Meeting:</b>	April 7, 2020
<b>Subject:</b>	Budget Amendment- Community Food Share Donation

**RECOMMENDATION:**

That Council approve budget amendment #2020-01 granting a donation of \$7,000 to Community Food Share for additional resources to meet anticipated increased demand due to COVID-19 job losses.

**BACKGROUND:**

Community Food Share requested emergency assistance with funding, to enable them to scale up to meet the anticipated increase in demand, due to increased local layoffs resulting from COVID-19.

Council initiated a matching funds campaign, offering to match up to \$7,000 and announced it to the community. The community donated approximately \$13,000 in just under a week. With the \$7,000 from the Township, a total donation of approximately \$20,000 was generated for Community Food Share.

**OPTIONS AND DISCUSSION:**

1. **Approve the budget amendment. Recommended.**
2. **Do not approve the budget amendment. Not recommended.**

**FINANCIAL ANALYSIS:**

The donation is being financed from reserves and the 2019 surplus.

**ATTACHMENTS:**

- Community Food Share request
- Community Food Share response
- Budget amendment 2020-01

**PREPARED BY:**

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**Angela Rutley, BBA  
CAO**

**Angela Rutley**

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**From:** Jim Wilson <turnipmangle@gmail.com>  
**Sent:** March 20, 2020 6:38 PM  
**To:** Tony Fraser  
**Cc:** arutley@northdundas.com; Jane Schoones  
**Subject:** Request for emergency assistance

Mayor Fraser,

There are normally 20,000-30,000 applications for EI benefits each week; last week there were 500,000. While the federal and provincial governments have committed to special assistance, it is very likely that local food banks will face a surge in demand as people try to cope with a short-term income gap.

Community Food Share believes that we are well-positioned to scale up to meet an extraordinary increase in demand but we will need help. Many of our usual fund-raising events occur in public and will have to be deferred.

I am asking for the support of the North Dundas Council for an urgent emergency grant of \$5,000 to assist us with the purchase of food.

Please give this request your attention as soon as possible. I am making a similar request to the Council of South Dundas.

Thanks.

Jim Wilson  
Board Chair  
Community Food Share

**Angela Rutley**

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**From:** Jim Wilson <turnipmangle@gmail.com>  
**Sent:** March 24, 2020 7:13 PM  
**To:** Tony Fraser  
**Cc:** arutley@northdundas.com; Jane Schoones; Community Food Share - Morrisburg; Terry Triskie; Diane O'Dwyer; Joanne Havekes; Jo-Ann Houle; Julianne Staebler; Colleen Brock; Wendy Weagant; Dan Gasser; Ernie Coumont  
**Subject:** North Dundas Matching Funds Campaign

Mayor Fraser & North Dundas Council,

On behalf of the clients, volunteers, staff & board of Community Food Share, I want to express my sincere appreciation for the matching funding arrangements you announced today. Thank you so much for your rapid response to our appeal.

Jim Wilson  
Board Chair  
Community Food Share

**APPENDIX #1**

**Township of North Dundas**  
**Addendum to Budget Resolution - April 7, 2020**

**Budget Amendment - 2020-01 - Administration**

Project	Account No.	2020 Original Budget	Revised Budget	Budget Amend- ment
<b>Costs</b>				
Donations & Transfers to Others	1-5-1200-2700	67,000	74,000	7,000
		<b>\$ 67,000</b>	<b>\$ 74,000</b>	<b>\$ 7,000</b>
<b>Financing</b>				
Transfer from Reserve Funds - Benevolent Fund	1-4-1200-9250	\$ -	2,000	2,000
Transfer from Reserve - Previous Year Surplus	1-4-1200-9001	\$ -	5,000	5,000
		<b>\$ -</b>	<b>\$ 7,000</b>	<b>\$ 7,000</b>





<b>ACTION REQUEST – Public Works</b>	
<b>To:</b>	Mayor and Members of Council
<b>Date of Meeting:</b>	April 7, 2020
<b>Subject:</b>	Pulverizing Tender 2020

**RECOMMENDATION:**

**THAT the Council of the Township of North Dundas accept the Tender for Pulverizing from Greenwood Paving (Pembroke) Ltd. for the amount of \$41,440.49 HST included.**

**BACKGROUND:**

Pulverizing was included in the calculation of our road resurfacing project under a separate item. Roads to be pulverized:

<p><b>Finch Boundary Rd full</b>  <b>Forward Rd 2km West</b>  <b>Ormond Rd 800 meters</b>  <b>McMillan Rd full</b></p>	<p><b>Kerrs Ridge Rd 800 meters</b>  <b>Ronson Rd full</b>  <b>Shay Rd full</b></p>
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A summary of bids is as follows (including H.S.T.)

Company Name	Amount of Bid
Greenwood Paving (Pembroke) Ltd.	\$41,440.49
Smiths Construction	\$52,134.81

**OPTIONS AND DISCUSSION:**

1. **Accept the tender.** This option is recommended. This is part of our road construction project for 2020.
2. **Do not accept the Tender.** This option is not recommended.

**FINANCIAL ANALYSIS:**

This item is incorporated in the road construction budget for 2020. Staff will be monitoring to ensure we do not go over budget. Pulverizing prices have gone up by 6% compared to last year.

**PREPARED BY:**

**REVIEWED & APPROVED BY:**

\_\_\_\_\_  
**Angela Rutley, BBA**  
**CAO**

Dan Belleau



<b>ACTION REQUEST – Public Works</b>	
<b>To:</b>	Mayor and Members of Council
<b>Date of Meeting:</b>	April 7, 2020
<b>Subject:</b>	Surface Treatment Tender 2020

**RECOMMENDATION:**

**THAT the Council of the Township of North Dundas accept the Surface Treatment Tender from Smiths Construction for the amount of \$663,670.00 excluding HST.**

**BACKGROUND:**

All roads listed below will be pulverized and a fresh layer of gravel added before proceeding with the surface treatment.

Roads to be double surface treated with a fog seal this year are as follows:

**Finch Boundary Rd:** from County Rd #9 to County Rd #13. Cost for this Rd is divided between North Stormont and North Dundas

**McMillan Rd:** from County Rd 7 to Forward Rd

**Ronson Rd:** from Simms Rd to the end

**Coulthart Rd:** County Rd 7 to Finch Boundary Rd

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

**Table 1: Bid Summary**

Company Name	Amount of Bid
Smiths Construction Miller Group	\$663,670.00
Greenwood Paving	Non-Compliant

**OPTIONS AND DISCUSSION:**

1. **Accept the tender.** This is part of our road surfacing program. This option is recommended.
  
2. **Do not accept the Tender.** In order to maintain our road surfacing program. This option is not recommended.

**FINANCIAL ANALYSIS:**

Tender price does not reflect price of preparation, such as gravel, geotextile and pulverizing; budget amount for each road.

Prices of surface treatment has gone up 4% since last year. Total of 9% over the last two years.

These amounts are within 2020 budget; staff will be monitoring these projects to ensure to stay within budget.

Road Name	Budget Amount	Total Cost
Finch Boundary Rd	\$140,000 our share	\$246,050
McMillan Rd	\$170,000	\$151,620
Ronson Rd	\$95,000	\$93,000
Coulthart Rd	\$175,000	\$172,900

**OTHERS CONSULTED:**

N/A

**ATTACHMENTS:**

N/A

**PREPARED BY:**

**REVIEWED & APPROVED BY:**




---

Angela Rutley, BBA  
CAO

Dan Belleau



<b>ACTION REQUEST – Planning Building and Enforcement</b>	
<b>To:</b>	Mayor and Members of Council
<b>Date of Meeting:</b>	April 7, 2020
<b>Subject:</b>	South Nation Conservation - Septic Management Contract

**RECOMMENDATION:**

**That By-law No. 2020-20, being a By-law to authorize the execution of an agreement with South Nation River Conservation Authority for sewage system management services be read and passed in Open Council, signed and sealed this 7th day of April, 2020.**

**EXECUTIVE SUMMARY:**

Our current sewage system management agreement with South Nation Conservation (SNC) expired on March 29, 2020. SNC has submitted a renewal agreement. We have been very pleased with the past five years of service and reporting. A new five (5) year agreement and by-law have been attached for Council’s consideration.

**BACKGROUND:**

Since January 1<sup>st</sup>, 2012, South Nation Conservation has been issuing Part 8 (*septic system permits*) under the Ontario Building Code for the Township of North Dundas. Prior to this, the Eastern Ontario Health Unit provided this service. At the end of 2011, the Health Unit stopped providing this service and left municipalities to proceed with administering this service themselves or finding other means. South Nation Conservation offered to provide this service to municipalities and to improve the former service level. North Dundas joined with several other municipalities to contract septic system permitting and inspection services with South Nation Conservation. Since the switch to SNC, the service level has improved, septic system educational sessions have been hosted by SNC, reporting has been enhanced, and there is enhanced communication. Complaints from local contractors and septic installers evaporated. One advantage to using SNC is that there is consistency throughout the region (P&R and SDG – 12 municipalities).

The Township of North Dundas could offer septic inspection services in-house and gain the revenue. This additional revenue could be used to supplement or expand staffing and service levels. However, this would involve changes in insurance coverage, acceptance of risk, training requirements, administration requirements, enforcement responsibilities and hosting educational sessions.

**OPTIONS AND DISCUSSION:**

1. **Adopt By-law No. 2020-** recommended. This would renew the Septic Management contract with South Nation Conservation.
2. **Do nothing** – not recommended. South Nation Conservation will be without a renewed contract and could cease to provide services with 90 days' notice.
3. **Train and have Township Staff take over Part 8 approvals and enforcement** – not recommended. This would involve changes in insurance coverage, acceptance of risk, training requirements, and administration requirements.

**FINANCIAL ANALYSIS:**

There is no cost to the Township for SNC to administer the septic program, as SNC operate on a cost recovery basis (based on applications). For the past number of years, South Nation Conservation have been holding their fee increases to inflation.

**OTHERS CONSULTED:**

Chief Building Official  
Neighbouring Municipalities  
South Nation Conservation

**ATTACHMENTS:**

Draft By-law No. 2020-20 to enter into an agreement with South Nation Conservation.

**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. 2020-20**

***A BY-LAW of the Corporation of the Township of North Dundas to Authorize the Execution of an Agreement with South Nation River Conservation Authority for Sewage System Management Services.***

---

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

**AND WHEREAS** the Council of the Township of North Dundas desires to execute an Agreement with South Nation River Conservation Authority for the purpose of enforcing provisions pursuant to the *Building Code Act, 1992 S.O. 1992 c.23*, as amended, and the Building Code Ontario Reg. 332/12 (“the Building Code”) as it relates to sewage systems.

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

- 1) That an Agreement attached as Schedule “A” to this by-law be executed with South Nation River Conservation Authority.
- 2) That the Mayor and Chief Administrative Officer are hereby authorized to execute all documents as may be required to effectively carry out this Agreement.
- 3) That By-law No. 2017-10 of The Corporation of The Township of North Dundas is hereby repealed.

**READ** and passed in Open Council, signed and sealed this 7<sup>th</sup> day of April, 2020.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

C.S.

**THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS**

**BY-LAW NO. 2020-20**

**SCHEDULE "A"**



**SEWAGE SYSTEM MANAGEMENT AGREEMENT**

This Agreement dated April 7<sup>th</sup>, 2020

BETWEEN:

**SOUTH NATION RIVER CONSERVATION AUTHORITY**

(a conservation authority under the *Conservation Authorities Act, R.S.O. 1990 c. C-27*)  
(the "Conservation Authority")

- AND -

**THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS**

(a municipal corporation under the *Municipal Act, 2001, S.O. 2001 c. 25*)  
(the "Municipality")

**RECITALS:**

1. Pursuant to the *Building Code Act, 1992 S.O. 1992 c.23 as amended* (the "Act"), a Municipality may enter into agreement with a Conservation Authority having jurisdiction in the Municipality to enforce provisions of the Act and the Building Code O. Reg. 332/12 ("the Building Code"), related to sewage systems.
2. This Agreement is entered into pursuant to the Act, delegating to the Conservation Authority certain responsibilities under the Act and Building Code, as amended from time to time, for Sewage Systems as defined herein.

**IN CONSIDERATION** of the mutual covenants herein contained, the Parties agree as follows:



## SEWAGE SYSTEM MANAGEMENT AGREEMENT

This Agreement dated April 7<sup>th</sup>, 2020

BETWEEN:

**SOUTH NATION RIVER CONSERVATION AUTHORITY**

(a conservation authority under the *Conservation Authorities Act, R.S.O. 1990 c. C-27*)  
(the "Conservation Authority")

- AND -

**THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS**

(a municipal corporation under the *Municipal Act, 2001, S.O. 2001 c. 25*)  
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**RECITALS:**

1. Pursuant to the *Building Code Act, 1992, S.O. 1992 c.23, as amended* (the "Act"), a Municipality may enter into agreement with a Conservation Authority having jurisdiction in the Municipality to enforce provisions of the Act and the Building Code O. Reg. 332/12 ("the Building Code"), related to sewage systems.
2. This Agreement is entered into pursuant to the Act, delegating to the Conservation Authority certain responsibilities under the Act and Building Code, as amended from time to time, for Sewage Systems as defined herein.

**IN CONSIDERATION** of the mutual covenants herein contained, the Parties agree as follows:





## **ARTICLE ONE**

### **General**

#### Section 1.01 Application:

This Agreement applies to all Properties in the Municipality serviced by Sewage Systems (“the Service Area”).

#### Section 1.02 Duties:

The Conservation Authority shall carry out its duties in accordance with the Act and the Building Code in force from time to time, this Agreement, and any other legislation contemplated hereunder.

## **ARTICLE TWO**

### **Definitions**

#### Section 2.01 Definitions:

In this Agreement:

- (i) “Act” means the *Building Code Act, S.O. 1992, c.23* (BCA) including amendments thereto.
- (ii) “Building Code” means regulations made under Section 34 of the BCA.
- (iii) “Conservation Authority” means South Nation River Conservation Authority.
- (iv) “Permit” means written permission or written authorization to perform work regulated under the provisions of the Building Code and Act.
- (v) “Sewage System” means:
  - (a) a chemical toilet, an incinerating toilet, a re-circulating toilet, a self-contained portable toilet and all forms of privy including a portable privy, an earth pit privy, a pail privy, a privy vault and a composting toilet system,
  - (b) a grey water system,
  - (c) a cesspool,
  - (d) a leaching bed system, or
  - (e) a system that requires or uses a holding tank for the retention of hauled sewage at the site where it is produced before its collection by a hauled sewage system, where these,
  - (f) have a design capacity of 10 000 litres per day or less,
  - (g) have, in total, a design capacity of 10 000 litres per day or less, where more than one of these are located on a lot or parcel of land, and



- (h) are located wholly within the boundaries of the lot or parcel of land on which is located the building or buildings they serve.
- (vi) “Sewage System Inspector” means an employee of South Nation Conservation designated for the purpose of implementing Part VIII of the Ontario Building Code.
- (vii) “Service Area” means this Agreement applies to all Properties in the Municipality serviced by Sewage Systems.

### **ARTICLE THREE**

#### **Services of the Conservation Authority**

##### **Section 3.01 Services:**

The Conservation Authority shall provide the following services in the Service Area (the “Services”):

- (i) Inspection of Properties, not serviced by municipal sewage services, which are planned to be divided by severance, to ensure that each lot will be suitable for the installation of a Sewage System.
- (ii) Inspection of Properties prior to the issuance of a Permit for the construction, installation, establishment, enlargement, extension or alteration of a Sewage System.
- (iii) Inspection of Sewage Systems of Properties under consideration for connection to municipal sewage services.
- (iv) Issue permits and perform inspections under the Act and the Building Code relating to Sewage Systems (a “Permit”).
- (v) Inspection of Properties, where requested by the Municipality, to determine the acceptability of applications for minor variances or lot line adjustments, concerning existing and proposed Sewage Systems and review of Official Plans, Zoning By-laws and amendments to ensure compliance with provisions of the Act and Building Code relating to Sewage Systems.
- (vi) Issue permits upon successful inspection (and repeat inspection when necessary) of Sewage Systems for compliance of the Permit and other requirements under the Act or Building Code.
- (vii) Receive and process applications and requests related to activities listed in paragraphs (i) through (vi) of this section.



- (viii) Provide reports and comments on severances directly to the appropriate planning authority related to septic systems.
- (ix) Where requested or required by the Municipality, review planning documents including, but not limited to, minor variances, subdivision proposals, draft official plans, and proposed amendments, to ensure compliance with provisions of the Act and Building Code relating to Sewage Systems.
- (x) Maintain adequate records of all documents and other materials used in performing the duties required under this Agreement.
- (xi) Annually consult with various groups regarding compliance with provisions of the Act and Building Code relating to Sewage Systems.
- (xii) Respond to inquiries made by any person under the *Municipal Freedom of Information and Protection of Privacy Act* and related Regulations, as amended from time to time, or through other legal channels.
- (xiii) Investigate complaints and malfunctioning Sewage Systems, undertake compliance counseling and preparation of reports for abatement action as it relates to existing and proposed Sewage Systems.
- (xiv) Issue orders under the Act relating to Sewage Systems.
- (xv) Prepare documentation necessary for prosecutions including prosecuting violations relating to Sewage Systems under the Building Code. Perform all duties related to prosecutions relating to Sewage Systems pursuant to the *Provincial Offences Act, R.S.O. 1990, c.P.33* and the Building Code.
- (xvi) Provide all forms and clerical services necessary for the administration of this Agreement.
- (xvii) Any other matters related to the administration or enforcement of the Act or Building Code relating to Sewage Systems.
- (xviii) Provide promptly to the Municipality, as may be required from time to time, copies of documents used by the Conservation Authority staff in the performance of their duties under this Agreement.
- (xix) To advise the Municipality of any existing Sewage Systems within the Service Area to allow for possible sewer connection.
- (xx) Maintain an appropriate number of adequately trained staff to carry out the Services in a timely fashion.



### Section 3.02 Performance of Duties:

Dialogue is strongly encouraged between the Conservation Authority's Inspector and the Senior Administration Officer or Chief Building Official of the Municipality; however, the Conservation Authority shall, acting reasonably, and in accordance with our Code of Conduct (*Appendix A*), and the applicable legislation have discretion in determining the manner in which to perform the Services.

A copy of all Permits issued within the Municipality shall be forwarded to the Chief Building Official in the Municipality upon issuance of said Permit. The Conservation Authority shall maintain a system of obtaining, retaining and reporting complaints received and report annually to the Municipality.

## **ARTICLE FOUR**

### **Fees**

#### Section 4.01 Collection of Fees:

The Conservation Authority shall collect and retain all fees, as set out in Appendix B, payable by any person for work performed by the Conservation Authority hereunder as compensation for its services provided hereunder and all persons required to pay any such fee shall pay the fee to the Conservation Authority.

#### Section 4.02 Amendment of Fee Schedule:

The Conservation Authority may amend the fees as set out in Appendix B by applying a cost of living increase/decrease every year.

#### Section 4.03 Annual Report:

The Conservation Authority shall, subject to Section 7(4) of the *Building Code Act, 1992, S.O. 1992, c. 23*, annually report on the fees collected in the prescribed manner under the Building Code to the public and the CBO of the Municipality.

## **ARTICLE FIVE**

### **Inspectors**

#### Section 5.01 Qualifications:

Inspectors shall be qualified in accordance with the provisions of the Building Code and shall be appointed by the Conservation Authority's Board of Directors as per section 6.2 (3) (4) of the *Building Code Act, 1992, S.O. 1992, c. 23*.



## **ARTICLE SIX**

### **Liability and Insurance**

#### Section 6.01 Liability of the Conservation Authority:

The Conservation Authority shall indemnify and save harmless the Municipality from and against all claims, demands, losses, costs, damage, actions, suits, or proceedings by whosoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributed to the activities of the Conservation Authority in executing the work under this Agreement.

#### Section 6.02 Insurance:

For the term of this Agreement, the Conservation Authority will, at the program's expense, maintain liability insurance contracts of the nature, in the amounts and containing the terms and conditions, set out in Appendix C.

#### Section 6.03 Insured:

The Conservation Authority shall carry a minimum liability insurance of \$5,000,000 and the Municipality shall be additional named insured under said policy.

#### Section 6.04 The Policy:

The liability insurance will be in a form and with a company that are, in all respects, acceptable to the Municipality.

## **ARTICLE SEVEN**

### **Term and Termination of Agreement**

#### Section 7.01 Term:

This Agreement shall continue in force commencing on the date set out at the top of page one of this Agreement for a term of five (5) years.

#### Section 7.02 Deemed Renewal:

This Agreement shall automatically continue following the expiry of the term set out above until it is:

- (i) Superseded or replaced by a subsequent agreement; or
- (ii) Terminated in its entirety by either party by giving ninety (90) days written notice.

#### Section 7.03 Early Termination:

Subject to Section 7.04, this Agreement may not be terminated prior to the end of the term set out in Section 7.01 hereto unless such termination is agreed to in writing by both parties hereto.



#### Section 7.04 Termination for Default:

The Municipality may terminate this Agreement at any time prior to the end of the term set out in Section 7.01 if:

- (i) The Conservation Authority has failed to comply with the Act or the Code in fulfilling its obligations under this Agreement; or
- (ii) The Conservation Authority is not carrying out its duties or obligations pursuant to this Agreement; and the Conservation Authority fails to remedy the problem in a manner satisfactory to the Municipality, acting reasonably, within 120 days of being notified by the Municipality in writing of any such problem.

The Conservation Authority may terminate this Agreement at any time prior to the end of the term set out in Section 7.01 if:

- (iii) The Municipality has failed to comply with the Act or the Code in fulfilling its obligations under this Agreement; or
- (iv) The Municipality is not carrying out its duties or obligations pursuant to this Agreement; and the Municipality fails to remedy the problem in a manner satisfactory to the Conservation Authority, acting reasonably, within 120 days of being notified by the Conservation Authority in writing of any such problem.

## **ARTICLE EIGHT**

### **Arbitration**

#### Section 8.01 Arbitration:

If a dispute arises between the parties relating to any matter in this Agreement, the parties agree to resolve the dispute in strict compliance with the following procedures:

- (i) To meet within a period of fifteen (15) days from the date a notice of dispute is filed by either party, each party to be in attendance represented by legal counsel, to participate in good faith in negotiating a resolution of the dispute.
- (ii) To negotiate in good faith, personally and through counsel, for a period of thirty (30) days after the meeting.
- (iii) If, within the thirty (30) day period after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, to submit the dispute to arbitration.
- (iv) The parties shall meet and appoint a single arbitrator. If they are unable to agree on a single arbitrator within fifteen (15) days, then upon written notice by any party to the other the matter shall be settled by arbitration in accordance with the *Arbitration Act, 1991, S.O. 1991, c. 17*, of Ontario by delivery of a notice of arbitration to the other party.



## **ARTICLE NINE**

### **Miscellaneous**

#### **Section 9.01 Preamble:**

The preamble hereto shall be deemed to form an integral part hereof.

#### **Section 9.02 Amendments:**

This Agreement shall not be changed, modified, terminated or discharged in whole or in part except by instrument in writing signed by the parties hereto, or their respective successors or permitted assigns, or otherwise as provided herein.

#### **Section 9.03 Assignment:**

This Agreement shall not be assignable by either party hereto without the written consent of the other party being first obtained.

#### **Section 9.04 Force Majeure:**

Any delay or failure of either party to perform its obligations under this Agreement shall be excused and this Agreement is suspended if, and to the extent, that the delay or failure is caused by an event occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, fires, floods, wind storms, riots, labour problems (including lock-outs, strikes and slowdowns), or court injunction or order.

#### **Section 9.05 By-laws:**

Any by-laws passed under Section 7 of the *Building Code Act, 1992, S.O. 1992, c. 23* and all forms, applications, etc. related to Sewage Systems shall be provided to the Municipality by the Conservation Authority upon request at no charge.

#### **Section 9.06 Notices:**

Any notice, report or other communication required or permitted to be given hereunder shall be in writing unless some other method of giving such notice, report or other communication is expressly accepted by the party to whom it is given by being delivered to an officer of such party during normal working hours or mailed to the following addresses of the parties respectively:

a) To the Conservation Authority:

South Nation Conservation  
38 Victoria Street  
P.O. Box 29  
Finch, Ontario K0C 1K0  
Attention: General Manager / Secretary Treasurer

b) To the Municipality:

Township of North Dundas  
636 St Lawrence Street  
P.O. Box 489





Winchester, Ontario K0C 2K0  
Attention: Chief Administrative Officer

Any notice, report or other written communication, if delivered, shall be deemed to have been given or made on the date on which it was delivered to any employee of such party, or if mailed, postage prepaid, shall be deemed to have been given or made on the third business day following the day on which it was mailed (unless at the time of mailing or within forty-eight hours thereof there shall be a strike, interruption or lock-out in the Canadian postal service in which case service shall be by way of delivery only). Either party may at any time give notice in writing to the other party of the change of its address for the purpose of this Section.

Section 9.07 Headings:

The section headings hereof have been inserted for the convenience of reference only and shall not be construed to affect the meaning, construction or effect of this Agreement.

Section 9.08 Governing Law:

The provisions of this Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario as at the time in effect.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year set out below.

**THE SOUTH NATION RIVER CONSERVATION AUTHORITY**

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

\_\_\_\_\_  
General Manager/  
Secretary Treasurer Date:

**THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS**

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

\_\_\_\_\_  
Chief Administrative Officer Date:





# APPENDIX A

## SNC CODE OF CONDUCT

### **Purpose of this Code of Conduct**

Authority establishes a Code of Conduct as per 7.1(1) of the Building Code Act, 1992 as amended for the Sewage System Inspector and the designated inspectors.

- 1) To promote appropriate standards of behavior and enforcement actions by the Sewage System Inspector and designated inspectors in the exercise of a power or the performance of a duty under the Building Code Act or the building code.
- 2) To prevent practices which may constitute an abuse of power, including unethical or illegal practices, by the Sewage System Inspector and designated inspectors in the exercise of a power or the performance of a duty under the Building Code Act or the building code.
- 3) To promote appropriate standards of honesty and integrity in the exercise of a power or the performance of a duty under the Building Code Act or the building code by the Sewage System Inspector and the designated inspectors.
- 4) Duty to Carry Identification as indicated in Section 15.23 of the Building Code Act and employment standards
- 5) Inspection of Building Site as indicated in Section 12 (1) of the Building Code Act

### **Enforcement Guidelines**

The Sewage System Inspector and designated inspectors appointed with South Nation Conservation shall comply with this code of conduct. The appointed Sewage System Inspector or the designated inspectors who fails to act in accordance with the provisions of this code may be subject to disciplinary action appropriate to the seriousness of the breach. All allegations concerning a breach of this code shall be made in writing.

Any person who has reason to believe that this code of conduct has been breached may bring the matter to the attention of the Sewage System Inspector. Where the allegation concerns the actions of the Sewage System Inspector, the matter may be brought to the attention of the senior staff person to whom the Sewage System Inspector reports.



The Sewage System Inspector or senior staff person who receives information, in writing, concerning a significant breach of this code shall investigate the matter, and where appropriate shall commence disciplinary action in accordance with the employment standards of the place of work. All communications received by a Sewage System Inspector or senior staff person concerning a breach of this code shall be held in confidence. The Sewage System Inspector or senior staff person shall advise the Board of Directors in writing about the particulars of the alleged breach, its investigation and the final disposition of the matter upon its conclusion.

### **Disciplinary Action**

Disciplinary action arising from violation of the Code is the responsibility of South Nation Conservation, and will be based on the severity and frequency of the violation in accordance with employment laws and standards, and relevant collective agreements.

### **Code of Conduct**

In exercising powers and performing duties under the Building Code Act and the building code, the Sewage System Inspector and designated inspectors shall:

- 1) Exercise powers in accordance with the provisions of the Building Code Act, the building code and other applicable law that governs the authorization, construction, occupancy and safety of buildings and designated structures, and the actions, duties and qualifications of the Sewage System Inspector and designated inspectors;
- 2) Act to identify and enforce compliance where significant contravention of the Act or regulations are known to exist;
- 3) Apply all relevant building laws, regulations and standards in a consistent and fair manner, where a personal interest may create a conflict;
- 4) Not accept any personal benefit which may create a conflict with their duties; or perform duties where a personal interest may create a conflict;
- 5) Obtain the counsel of persons with expertise where the Sewage System Inspector or designated inspectors does not possess sufficient knowledge to make an informed judgment; and
- 6) Act honestly, reasonably and professionally in the discharge of their duties

### **Public Notice**

This code of conduct shall be brought to the attention of the public in the following manner:

- Posting on Conservation Authorities website
- Public viewing by attending the South Nation Conservation office and requesting a copy.



**SOUTH NATION  
CONSERVATION**  
DE LA NATION SUD

**Approvals Fee Schedule**  
(effective January 1st, 2020)

## APPENDIX B

### 2020 – SNC FEE SCHEDULE SEWAGE SYSTEM INSPECTIONS

Classification of Systems	2020
<b>Class 2</b>	
Grey water pit only daily design flow not exceeding 1,000 L/day	\$390
Repeat Inspections	\$195
<b>Class 3</b>	
Cesspool - Black water pit only daily design flow not exceeding 1,000 L/day	\$390
Repeat Inspections	\$195
<b>Class 4 and 5</b>	
Class 4 tank and leaching bed and Class 5 holding tank daily design flow <4,000 L/day	
Systems requiring annual maintenance	\$850
Other Systems	\$765
Additional (refer to Schedule 3(3) of the permit application) and/or Repeat Inspections	\$195
Class 4 tank and leaching bed and Class 5 holding tank daily design flow >4,000 L/day and <10,000 L/day	
Systems requiring annual maintenance	\$1,230
Other Systems	\$1,120
Additional (refer to Schedule 3(3) of the permit application) and/or Repeat Inspections	\$240
** Permit fee surcharge of 25% for all installation undertaken without a permit	
<b>Treatment Unit Alterations (No Changes to Disposal Field)</b>	
Replacement/enlargement/relocation	\$390
Adding Tertiary Treatment	\$390
Tertiary Treatment Unit (Repair)	\$195
Repeat Inspections	\$195
<b>Disposal System Alterations (Treatment Unit Alterations Included)</b>	
Adding Pumping/Dosing System	\$390
Material Alteration	\$765
Repair Pumping/Dosing System or Minor Repair (ie. level header)	\$195
Installation of Filter/Risers	\$195
Repeat Inspections	\$195

## APPENDIX B

Page 2



Permit Revisions (Certificate of Change)	
Change of tertiary treatment unit type	\$195
Pipes and Stone to Chambers (equal area or reduction)	\$390
Chambers to Pipes and Stone (increase)	\$390
Addition of fixtures or living area (no design flow increase)	\$195
Increased design flow and/or elevation changes	\$195
Change in type of system (ie. Conventional to Tertiary)	\$390
Different location on property (site evaluation)	\$195
Miscellaneous / Other and/or Repeat Inspections	\$195
Permit Renewal & Expiration	
Owner renews permit (first six months)	\$195
Owner renews permit (second six months) *Maximum of two renewals will be granted	\$195
Permit Cancellation and Transfers	
Administrative Revision	\$105
Owner transfers permit to new owner (no changes)	\$195
Owner cancels application (no inspection done)	80%
Owner cancels application (no permit issued)	50%
Owner cancels application (permit issued)	33%
Owner changes designer or contractor	\$765
Renovations / Changes of Use Permits (Part 10 & 11 of the Ontario Building Code)	
File Search/Review (no letter provided)	\$55
File Search/Review (clearance letter provided)	\$170
Land Control and Lot Creation (Planning Act)	
Minor Variances and Zoning By-Laws (site visit required)	\$195
Outside SNC Jurisdiction - Consent Applications (per application)	\$390
Inside SNC Jurisdiction - Consent Applications (per application)	\$470
Subdivision or Condominium Lots (per lot) (Maximum fee of \$5,000.00)	\$240
File Searches	
File Searches (images only)	\$60
Images and Legal Report	\$80
Administrative Fees	
Additional Copies of Permit Documents (photocopies)	\$25
Photocopies of Other Documents	\$1 per copy



SOUTH NATION  
CONSERVATION  
DE LA NATION SUD



## APPENDIX C

### INSURANCE

South Nation Conversation (SNC) shall at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the Township with evidence of:

**Commercial General Liability Insurance** issued on an occurrence basis for an amount of not less than \$5,000,000. per occurrence / \$5,000,000. annual aggregate for any negligent acts or omissions by SNC relating to its obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause

**Errors & Omissions Insurance** for a limit of not less than \$1,000,000 on a claims made basis. Such coverage shall contain an extended reporting period of 24 months or be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

The Township of North Dundas shall be added as Additional Insured to the above noted policies with respect to the operations of the SNC. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township. SNC shall indemnify and hold the Township of North Dundas harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether willful or otherwise by SNC, their agents, officers, employees or other persons for whom the SNC is legally responsible.

**Automobile Liability Insurance** with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000. inclusive for each and every loss.

The Policies shown above shall not be cancelled unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Township.



<b>ACTION REQUEST – Clerk</b>	
<b>To:</b>	Mayor and Members of Council
<b>Date of Meeting:</b>	April 7, 2020
<b>Subject:</b>	By-law No. 2020-01 Officers & Committees

**RECOMMENDATION:**

THAT By-law No. 2020-01, being a By-law for the Appointment of Officers, Agents, Staff, Committees of Council and Recreation Associations be read and passed in Open Council, signed and sealed this 7th day of April, 2020.

**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 following appointments (highlighted in yellow.)

**Jessica Manley** – Deputy Clerk & Executive Assistant to the Director of Planning, Building & Enforcement

**Nancy Johnston** - Deputy Clerk & Emergency Information Officer

**Nicolas Hubble** - Intermediate Municipal By-law Enforcement Officer

**Brooke Radi** - Building Inspector

**OPTIONS AND DISCUSSION:**

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

**ATTACHMENTS:**

By-law 2020-01

**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. 2020-01

### *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;

<b><u>Council</u></b>	
MAYOR DEPUTY MAYOR COUNCILLOR COUNCILLOR COUNCILLOR	Tony Fraser Allan Armstrong John Thompson Gary Annable Tyler Hoy
COUNTY COUNCIL ALTERNATE	John Thompson
<b><u>Officers, Agents and Staff</u></b>	
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 CLERK DEPUTY DIVISION REGISTRAR DEPUTY MARRIAGE LICENCE ISSUER DEPUTY LOTTERY LICENSING OFFICER MUNICIPAL ELECTIONS DEPUTY RETURNING OFFICER	Judy Peddle
DEPUTY CLERK EMERGENCY INFORMATION OFFICER	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	Jessica Manley
CHIEF BUILDING OFFICIAL BUILDING INSPECTOR PROPERTY STANDARDS OFFICER BY-LAW ENFORCEMENT OFFICER	Jacob Forget
DEPUTY BUILDING OFFICIAL	Nicole Lowey
BUILDING INSPECTORS	Dirk Testerink Donald Lewis Dan Tessier Hilton Cryderman Harry Hutchinson
MUNICIPAL ENGINEERING CONSULTANTS	CIMA+ Canada Inc. (Primary) exp Services Inc. (Secondary)
BUILDING INSPECTOR	Brooke Radi
DIRECTOR OF PUBLIC WORKS	Daniel Belleau
ASSISTANT MANAGER WATER & SEWER CIVIL MARRIAGE OFFICIANT	MaryLynn Plummer
ROAD PATROL FOREMAN DRAINAGE SUPERINTENDENT TILE DRAINAGE INSPECTOR	John Oswald
DIRECTOR OF RECREATION & CULTURE	Meaghan Meerburg
FACILTIES MANAGER	Tom Dekker
RECREATION COORDINATOR	Brandon Cousineau
DIRECTOR OF WASTE MANAGEMENT	Douglas Froats
GARBAGE COLLECTOR	Hume Waste Disposal
ECONOMIC DEVELOPMENT & COMMUNICATIONS OFFICER EMERGENCY INFORMATION OFFICER (A)	Stephen Mann
FIRE COMMISSIONER	Allan Armstrong (pd)
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
BY-LAW ENFORCEMENT OFFICERS (as determined by the Township of Russell)	Roxanne Garland Millie Bourdeau
SENIOR MUNICIPAL BY-LAW ENFORCEMENT OFFICER	Brent Mattice
INTERMEDIATE MUNICIPAL BY-LAW ENFORCEMENT OFFICER	Nicolas Hubble



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	William Toll (p) 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 Dan Belleau 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) Roger Cole (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) Roger Cole (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)
<b><u>Recreation Associations</u></b> 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. 2019-01 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 7<sup>th</sup> day of April, 2020.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK



## KEY INFORMATION REPORT

### Finance

April 7, 2020

#### **SUBJECT: Deferral of June Tax Instalment Due Date**

#### **CURRENT/FUTURE ACTIVITIES:**

We would like to recommend to council that the second tax installment for 2020 (due June 30<sup>th</sup>) – be deferred to July 31<sup>st</sup> 2020.

In consultation with Michelle (our tax collector) and our CAO – we are of the opinion that it would be beneficial to the residents and taxpayers of North Dundas, who are being negatively impacted by the COVID-19 pandemic, to defer our normal tax due date of June 30<sup>th</sup> by an additional 30 days.

It is doubtful, in my opinion, that this pandemic is going to magically or suddenly end on April 30<sup>th</sup> and possibly not even May 31<sup>st</sup> – although we are cautiously optimistic that we will be back at our stations by June 30<sup>th</sup>; having said that – with the interim bill delayed to April 30<sup>th</sup> – we still need to enter tax rates and print off the final bills plus mail them. We would be attempting to accomplish that right on the heels of our interim billing. In addition, ratepayers are no doubt feeling the pinch and will not be looking favorably on another tax bill six weeks after the one they just paid.

In a recent communique dated March 25<sup>th</sup> from the Ministry of Finance, dealing with the “Deferral of Education Property Tax Remittance” the government has announced that: “in order to support and encourage municipal tax relief measures, it is deferring tax payments that municipalities make to school boards by 90 days.”

The above deferral applies to the June 30<sup>th</sup> and September 30<sup>th</sup> quarterly instalments.

The Ministry of Finance has also announced that; “deferring these payments by 90 days each will provide municipalities with the flexibility to, in turn, provide property tax deferrals to local residents and businesses.”

In summary, school boards have deferred their next two instalments by 90 days to enable municipalities to conserve cash flow and to pass these tax relief measures on to the ratepayers of our Township.



## KEY INFORMATION REPORT Recreation and Culture

April 7, 2020

### SUBJECT: Summer Student Staffing

Each year, the Recreation & Culture Department hires various summer students including:

Position	Quantity	Approximate Start Date	Additional Information
Maintenance/ Parks Labourers	6	April 20	1 starting full-time for 40 hrs/wk and 5 working on rotation in the afternoon/evening for a total of 40 hrs/wk collectively (approx. 2 shifts of 4 hrs per week)
Pool Coordinator	1	May 19	Had a 'soft start date' on April 1 <sup>st</sup> as she participated in interviews and is coordinating training and collection of required lifeguard documentation
Head Lifeguards	2	June 5	Had a 'soft start date' on April 1 <sup>st</sup> as they participated in interviews. They start ahead of the lifeguards to help prepare the pools for the EOHU inspections.
Jr. Head Lifeguards	2	June 13	
Lifeguards/Swim Instructors	9	June 13	
Spare Lifeguards	Numerous	June 13	We hire as many as possible due to varying availability and qualifications and utilize them on an as needed basis.

This year, due to measures to prevent the spread of COVID-19, the Township of North Dundas has followed directives to close all of the facilities that the department maintains, including: pools, community halls, parks & playgrounds, tennis courts, pavilions, multi-purpose pads, and sports fields. The latest order is that the closure is in effect until April 13<sup>th</sup>, however, the Recreation & Culture Dept. has recently instituted a 30-day rolling closure, therefore cancelling/rescheduling any programs, events and rentals that are scheduled within 30 days of the current date. This will be in place until the facilities are reopened.

With the reopening date of our facilities currently unknown, the Director of Recreation & Culture has opted to proceed with conducting summer student interviews according to the same annual timeline, in order to ensure that we secure qualified staff and are prepared for the reinstatement of our programs and services.

As can be expected, the Recreation & Culture Department is experiencing a decrease in budgeted revenues due to the facility closures. Ice rentals that were scheduled for between March 15<sup>th</sup> and the end of March, were refunded and

program registrations for the remainder of the Winter term, were refunded. Various hall bookings were also cancelled or rescheduled.

The department had budgeted to employ 6 Maintenance/Parks Labourers this summer, in order to uphold the high maintenance and service standards that were achieved last year. The students help with grass cutting & trimming, landscaping, garbage collection, minor facility repairs, special events, sports field lining and dragging, and staffing evening ball hockey and roller-skating programs. The department has included \$2,500 in the budget to rent a vehicle for the Facilities Manager for the months of June, July & August, so that adequate vehicles are available for the Maintenance/Parks Labourers and Facility Operators.

Typically, the Maintenance/Parks Labourers are brought on board when help is needed for grass trimming and landscaping as this frees-up our some of our Facility Operators to prepare the parks & playgrounds, pools, and sports fields for opening. This year, the Facility Operators will be able to maintain the grass and landscaping maintenance until notice of facility reopening, is received.

Although there are many tasks that the Maintenance/Parks Labourers can do in order to ensure that their employment is well utilized and valuable, Council may wish to decrease the number of positions in order to help off-set the loss in the department's revenue or Council may choose to uphold the hiring of the 6 positions as planned, in order to support student employment.

The following options are presented for Council consideration:

1. Decrease the number of Maintenance/Parks Labourer positions for this year, from 6 to 3 and have them commence employment with an estimated start date of April 20<sup>th</sup>, as previously planned.
2. Decrease the number of Maintenance/Parks Labourer positions for this year, from 6 to 3 and have them commence employment when preparation for facility reopening begins.
3. Hire 6 Maintenance/Parks Labourers as budgeted and have them commence employment with an estimated start date of April 20<sup>th</sup>, as previously planned.
4. Hire 6 Maintenance/Parks Labourers as budgeted and have them commence employment when preparation for facility reopening begins.

With regard to the pools, the staffing numbers and positions that are included in the chart above, are required in order to operate the 2 municipal pools, however, Council may choose to exercise cost saving methods to help off-set the department's loss in revenue. The following options are presented for Council consideration; however, they are not recommended.

1. Open only one municipal pool for the season.
2. Elect to shorten the amount of time that both pools are open.

If government permission is received to reopen commercial pool facilities this summer, it is recommended that Council approve for our 2 municipal pools to open for the season as late as August 10<sup>th</sup>, should adequate staffing levels still be available. It is not recommended that the pools open after August 10<sup>th</sup> as this would mean that the pools would be open for less than 4 weeks.





## DEPARTMENT ACTIVITY UPDATES

Finance  
April 7, 2020

### KEY FINANCIAL DATA:

#### Bank Balances

Bank Balances	2020 Mar 31 <sup>st</sup>	Last Month Feb 28 <sup>th</sup> 2020	Last Year-2019 Mar 31 <sup>st</sup>
General Operating Acct	8,880,646.26	4,718,852.71	8,474,291.71
Cash, GIC's, (Reserve Fund)	6,807,550.46	6,654,371.26	6,666,517.77
<b>Total</b>	<b>\$15,688,196.72</b>	<b>\$11,373,223.97</b>	<b>\$15,140,809.48</b>

Taxes Receivable Outstanding	Mar 31 2020	Mar 31 2019	Mar 31 2018
Current Year (2020)	3,593,202.69	1,715,897.07	1,714,490.42
One Year in Arrears (2019)	796,745.77	803,725.36	769,360.58
Two Years in Arrears (2018)	445,371.57	394,889.89	393,715.53
Three Years in Arrears (2017+)	512,484.10	408,947.15	784,522.09
Penalty & Interest	241,562.74	207,416.32	216,754.07
<b>Sub-Total</b>	<b>5,589,366.87</b>	<b>3,530,875.79</b>	<b>3,878,842.69</b>
Allowance for Uncollectible	(93,604.52)	(93,604.52)	(357,857.94)
<b>Taxes Receivable</b>	<b>\$5,495,762.35</b>	<b>\$3,437,271.27</b>	<b>\$3,520,984.75</b>
<b>Taxes Billed to Date</b>	<b>9,780,428.74</b>	<b>9,470,500.36</b>	<b>9,077,411.46</b>
<b>Percentage o/s Over Levy</b>	<b>56.191%</b>	<b>36.294%</b>	<b>38.788%</b>

Net taxes receivable last month were **\$11,047,836.71**; this month's balance of **\$5,495,762.35** represents a decrease over last month in the amount of **\$5,552,074.36**. This is due to the fact that we processed our interim tax bills in February – with a due date of March 31<sup>st</sup> – and although the due date was extended to April 30<sup>th</sup> – many taxpayers followed the previously set due date. As noted on page 2, actual interim tax billing this year was in the order of **\$9,679,412.19**.

Tax arrears, expressed as a percentage of the interim levy indicates an increase over the previous two years – although the percentage of taxes receivable across all three years is very consistent – ranging from a low of 36.294% for the 2019 period, to a high of 38.788% for the period ending March 31<sup>st</sup> 2018.

Taxes receivable also include other charges that have been added to the tax roll for collection purposes. Once added, these charges 'lose their identity' and are 'collected in the same manner as taxes' – for example, utility bills are added to taxes - plus municipal drain maintenance charges and sundry other amounts get

added to the tax roll when collection proves difficult – all of which serve to increase the balance outstanding.

**State of the Union**

Our cash position is still strong as evidenced by the cash balances reported on page 1.

The mailing of the interim tax bills has contributing greatly to replenishing our cash balances and assisting in making the payments to the school boards in the amount of \$936,882.19 (same amount as 2019); due March 31<sup>st</sup>. The originally scheduled March 31<sup>st</sup> instalment for the Counties \$2,265,311 (\$2,176,484 for 2019) was extended to April 30<sup>th</sup> to tie in with our own extended tax due date. Cash collections from taxes is approximately \$2M behind last year at this time but this is offset by the delayed payment to the counties, leaving our cash balances virtually the same.

**Interim Tax Levy - 2020**

The interim billing went very well and staff managed to get the interim tax bills out before the end of February. We selected a due date of March 31<sup>st</sup> (the last business day of the month) - the same time frame as last year - and this dovetails in very nicely with our first quarter instalments due to the school boards on behalf of the 2020 year. The counties have deferred their first instalment from March 31<sup>st</sup> to April 30<sup>th</sup> this year.

We billed 50% of last year’s annualized tax dollars in conjunction with the requirements of the *Municipal Act*. A four-year summary is depicted below:

Amounts billed:	This Year 2020	Last Year 2019	Two Years 2018	Three Years 2017
Uncapped classes				
Residential/Farm	\$8,063,858.11	\$7,828,524.26	\$7,535,548.58	\$7,167,324.07
Capped classes –				
Commercial/Industrial	<u>1,615,554.08</u>	<u>1,575,501.31</u>	<u>1,480,398.27</u>	<u>1,463,296.95</u>
<b>Totals</b>	<b><u>\$9,679,412.19</u></b>	<b><u>\$9,404,025.57</u></b>	<b><u>\$9,015,946.85</u></b>	<b><u>\$8,630,621.02</u></b>

- The total amount of tax bills issued was \$9,679,412.19 as per the above breakdown (\$9,404,025.57 for 2019).

**Year-End Audit – 2019**

The auditors were scheduled to arrive here the week of March 30<sup>th</sup> to conduct their 2019 year-end audit. This has now been changed to a “virtual” presence in that they are conducting their audit remotely. They have instituted a “portal” where we can drop electronic copies of our working papers. In addition, they physically picked up the “year-end binder” on Saturday – which contains a great deal of financial data and supporting documentation. There is also a skeletal staff in the office at all times and they are contributing greatly to scanning and faxing the auditors other working papers as requested.

## **Projects Worked on During March**

- Working on schedules for year-end audit binder in preparation for auditors
- Working from home since March 23<sup>rd</sup>
- Dept head meeting – electronically – March 26<sup>th</sup>
- Daily contact with staff and office to schedule work
- Attended office physically on Saturday and Sunday when building was empty – getting working paper file ready for auditors; auditors showed up momentarily to pickup year-end “audit binder”
- Auditors conducting audit remotely this year – have set up a “portal” to load electronic files into, which they can then upload and verify; their annual audit is going ahead as scheduled for the week of March 30<sup>th</sup> – April 3<sup>rd</sup> - albeit remotely
- Assisted Public Works department with filling out and filing Drainage Superintendent and Drain Maintenance Grant Applications
- Assist with balancing 2020 Assessment Roll in Vadim to Assessment Roll provided by MPAC
- Calculation of first instalment for 2020 due to School Boards on March 31<sup>st</sup>

It is also a tax collection month and there are therefore more phone calls and sundry other matters to deal with than at other times of the year.



**DEPARTMENT ACTIVITY UPDATES**  
Economic Development and Communications  
April 7, 2020

**Economic Development**

- Communicated key COVID-19 resources to the business community and the Chamber of Commerce, which included: Export Development Canada, BDC, Employment Insurance, Canadian Chamber of Commerce, WHO, Ontario Ministry of Health, Health Canada, Mental Health Works, Cornwall Business Enterprise Centre, CFDC Emergency Loan Program, Trade Commissioner Service, Essential Ontario Businesses, "Stop the Spread" support line, TIAO survey and the Government of Canada's and the Province's call for supplies and services.

- The EDO's and Communications Officers of SDG are having regular conference calls to ensure that we are approaching our business communities as a united front and delivering consistent messaging. The Counties has developed a page on their website to house key links to funding and support services, to which we can direct businesses to as a central hub of important COVID-19 information.

- Solicited local businesses to put their name forward if they can provide food and delivery services, a list of which was added to our website.

- Worked with a local commercial building owner to ensure their unused capacity for storage, construction and logistics is communicated to the right contacts at the Province to help fight COVID-19.

- Connected with a local sports club to discuss funding options for improvements to their facility.

- Followed up on 2019 CIP files to remind applicants of the 2020 deadlines to get their work completed by in order to maintain their eligibility to receive their approved funding.

- The Regional Incentive Program meeting to review North Dundas' ten applications was moved to April 2<sup>nd</sup>, originally scheduled for March 19<sup>th</sup>. The Counties has been in contact all applicants to advise them of the delay.

- Working on gathering details to submit an eligibility checklist to the Eastern Ontario Development Fund for a Winchester based infrastructure project.

## **Marketing**

- The "Explore North Dundas" publication and insert have been sent to printers and are due back to the Township office on April 6<sup>th</sup>, shortly thereafter they will be mailed to residents. The invoices have been created and sent to all businesses and advertisers highlighted in the publication.

- In light of COVID-19, and after extensive consultations with the Chamber of Commerce, the 2020 Local Business Expo scheduled for April 25<sup>th</sup> has been cancelled. All Township and Chamber online promotions of the event have been removed. Vendor booth refunds are being processed.

- The North Dundas Business Breakfast scheduled for April 16<sup>th</sup> has been cancelled, though it will be rescheduled when social gatherings are once again permitted.

- Working on determining the 2020 rental rate for the Dawley Drive commercial business park sign.

- Continually updating the Township's Facebook page with EOHU content and responding to messages and comments.

- In contact with the Counties IT department to adjust the homepage slide show layout and the image sizing issues on the Township's website.

**THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS**

**BY-LAW No. 2020-21**

***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 Public and Regular Meetings held on March 10<sup>th</sup>, 2020 and the Special Meetings held March 3<sup>rd</sup>, 16<sup>th</sup> and 26<sup>th</sup>, 2020, including the In Camera Meeting, March 3<sup>rd</sup>, 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 its meeting held on April 7<sup>th</sup>, 2020 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 7th day of April, 2020.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK