



Regular Council Agenda
June 29, 2023 - 5:00 p.m.
Municipal Office - Council Chambers
6648 Road 506, Plevna
[Zoom Meeting Registration](#)

Page

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1. Call to Order

- a) Public Notice regarding Recording of Meetings

2. Approval of Agenda

- a) June 29, 2023

Be It Resolved That Council approves the Agenda dated June 29, 2023, as circulated.

3. Disclosure of Pecuniary Interest and General Nature Thereof

4. Business Profile

- a) Art by the Baileys

Be It Resolved That Council receives for information the Business Profile for Art by the Baileys provided by Councillor Roy Huetl and Paul Thiel, Members of the Economic Development Task Force (EDTF).

7 - 8

5. Presentations

None.

6. Delegations

None.

7. Adoption of Minutes

9 - 23

- a) Minutes of Meeting(s) to be Adopted by Council

Be It Resolved That Council adopts the Minutes as circulated, of:

1. A Regular Meeting of Council dated June 9, 2023; and
2. A Special Meeting of Council dated June 23, 2023.

8. Business Arising Out of Minutes

None.

9. Communications

24

- a) Clerk's Administrative Report - Communications 'A' Section

Be It Resolved That Council receives for information Section 'A' Items of the Clerk's Administrative Report entitled "Communications of Interest."

- b) Communications 'B' Section - Action Items

None.

**10. Council, CAO, and Managers' Administrative Reports
Reports Requiring Action**

25 - 50

- a) Clerk/Planning Manager: Ardoch Lake Condominium – Request for Extension of Draft Plan Approval

Be It Resolved That Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Ardoch Lake Condominium – Request for Extension of Draft Plan Approval";

And That North Frontenac Council recommends the County of Frontenac extend draft plan approval for a period of two years for application 10CD-2012-001, subject to the conditions approved by the County of Frontenac on October 21, 2020, and direct the Township Clerk to forward this resolution to the County Clerk.

51 - 53

- b) Clerk/Planning Manager: Two (2) Shore Road Allowance Applications for Approval in Principle – Rothfels and Rothfels

Be It Resolved That Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Two (2) Shore Road Allowance Applications for Approval in Principle – Rothfels and Rothfels";

And That Council approves in principle the Application(s) to close, stop up and sell the Shore Road Allowance(s) as describes below:

- Part of the Shore Road Allowance lying adjacent to Part Lot 25, Registered Plan 1944, geographic Township of South Canonto (Palmerston Lake);
- Part of the Shore Road Allowance lying adjacent to Part Lot 26 and Part Lot 33, Plan 1944, geographic Township of South Canonto (Palmerston Lake).

54 - 64

- c) Director of Emergency Services/Fire Chief: Automatic Aid Agreement between North Frontenac and Central Frontenac

Be It Resolved That Council receives for information the Director of Emergency Services/Fire Chief's Administrative Report entitled

“Automatic Aid Agreement between Central Frontenac and North Frontenac”;

And That Council approves-in-principle the Automatic Aid Agreement between Central Frontenac and North Frontenac and Council will consider a By-law at an upcoming meeting, once Central Frontenac Council considers it;

And That Council instructs the Treasurer to transfer any expenses for the Automatic Aid Agreement for 2023 from the Emergency Services Reserve Fund;

And That Council instructs the Treasurer to include the stand-by by fee in future year budgets until such time it is no longer required.

65 - 83

- d) Director of Emergency Services/Fire Chief: New Automatic Aid Agreement with Greater Madawaska Township

Be It Resolved That Council receives for information the Director of Emergency Services, Fire Chief’s Administrative Report entitled “New Automatic Aid Agreement with Greater Madawaska Township”;

And That Council approves the new Automatic Aid Agreement with Greater Madawaska Township;

And That Council will consider a By-law later in the meeting.

84 - 87

- e) Manager of Community Development: Rental Agreement with the First Resource Management Group Inc. (Mazinaw-Lanark Forest Inc.) for Rental of Office Space at the Barrie Community Hall

Be It Resolved That Council receives for information the Manager of Community Development’s Administrative Report entitled “Rental Agreement with the First Resource Management Group Inc. (Mazinaw-Lanark Forest Inc.) for Rental of Office Space at the Barrie Community Hall”;

And That Council will consider a By-law later in the meeting to authorize the Mayor and Clerk to sign the Agreement with the First Resource Management Group Inc.

88 - 90

- f) Public Works Manager: Application to Name a Lane

Be It Resolved That Council receives for information the Public Works Manager’s Administrative Report entitled “Application to Name a Lane”;

And That Council approves in principle, subject to the Public Notice, the name “Leszczuk Lane”;

And That Council instructs the Clerk to prepare a draft By-law amending the Corporation’s Naming of Roads By-law #07-03 to include the private lane name, and provide the required Public Notice of the Township’s intention to pass this By-law at a future meeting.

Reports Received for Information Purposes Only

None.

11. External Committees/Local Boards/Task Force Notes and Reports

91 - 93

- a) Economic Development Task Force
Be It Resolved That Council receives for information the Minutes of the Economic Development Task Force dated June 19, 2023.

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

13. Motions, Written Notice of which has been Given (By a Member of Council and approved by Council at a prior Meeting)

94

- a) Resolution #278-23: Communication Protocols and Procedures for Township Staff

Whereas at their meeting on June 9, 2023 Council passed Resolution #278-23 receiving for information a Notice of Motion from Councillor Huetl to discuss communication protocols and procedures for Township staff when providing information from outside agencies to Council and the public, particularly during non-business hours;

Therefore Be It Resolved That
Council_____

14. Council Portfolio Verbal Reports

95 - 96

- a) Each Council member has a portfolio for which they are responsible. The Councillor may provide a verbal report for information purposes.

15. Introduction and Reading of By-laws

97 - 123

- a) By-law(s) to be Considered:

Be It Resolved That leave be given the Mover to introduce the following By-law(s) that have been circulated to all members of Council:

- #41-23 To Enter into Automatic Aid Agreement with Greater Madawaska
- #42-23 To Sign MOU with RCFS and LOLCS
- #43-23 To Sign Automatic Aid Agreement with Central Frontenac
- #44-23 Zoning By-law Amendment - Gibson - RU-X7
- #45-23 To Enter into Agreement with First Resource Management

And That these By-law(s) be read a first, second and third time and finally passed.

16. Public Forum

17. Closed Session

- a) Closed Meeting of Council

Be It Resolved That Council retires to Closed Session at _____. .m. to:

- a. Adopt Closed Minutes dated May 19, 2023 and June 9, 2023;
and
- b. Consider Advice that is subject to Solicitor/Client Privilege, specifically with regards to an update from the Public Works Manager and a Confidential Complaint.

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

19. Confirmatory By-law

124

- a) Confirming By-law

Be It Resolved That By-law #46-23, being a By-law to confirm all actions and proceedings of Council for its Regular Meeting held June 29, 2023 be read a first, second, and third time and finally passed.

20. Adjournment

- a) Adjournment of Council Meeting

Be It Resolved That Council adjourns the Meeting at ____ .m. until July 20, 2023 or at the call of the Chair.

“Accessible formats and communication support are available upon request. The Township of North Frontenac is committed to accessibility for persons with disabilities. Please contact Eric Korhonen, Accessibility Coordinator at firecheif@northfrontenac.ca if you have an Accessible accommodation request.”



Please be advised North Frontenac Council Meetings are recorded. By attending a public meeting of Council, you are consenting to your image, voice and comments being recorded.

The Chair and/or the Clerk have the discretion and authority at any time to direct the termination or interruption of the recording. Such direction will only be given in exceptional circumstances where deemed relevant. Circumstances may include instances where the content of debate is considered misleading, defamatory or potentially inappropriate to be published.

The Township shall not be responsible should technical difficulties prevent the recording of any meeting, or a portion thereof. Technical issues may include but are not limited to the availability of the internet connection, device failure or malfunction, unavailability of social media platforms or power outages. It should be noted that no protection is afforded to Council Members, Employees or the public for comments made during Meetings which are subsequently challenged in a court of law and/or determined to be defamatory.

Notice is hereby provided that under the authority of the Municipal Act, 2001 and in accordance with the Municipal Freedom of Information and Privacy Act (MFIPPA), that all information provided for at a public meeting or other public process are considered a public record.

Members of Council, Staff, Delegates and attendees should be mindful of using names of individuals or entities when discussing matters in public. Attendees are advised that they may be subject to legal action if their actions result in inappropriate and/or unacceptable behaviour or comments.

Art By The Baileys

If you are looking for beautiful artwork, then look no further. North Frontenac has some incredible artisans. Leane and Brian Bailey have a personal goal to share beautiful pieces of art that are meaningful to their clients, by using the mediums of coloured pencils, pastels and acrylic paints.

The Baileys started their business in 2017, and have seen growth over the years. They were looking for an area to retire and found their spot on Sunday Lake by chance. The location is beautiful and provides the Baileys with inspiration for their work. Their studio is bright with large windows overlooking Sunday Lake. A perfect spot to enhance their skills.

Brian had always been interested in becoming an artist full-time. After spending so many years working for Coca Cola, he found it was the right time to start living his dream. Leane, a retired school teacher, has many interests and started drawing with encouragement from Brian.

Their business started after creating works of art for family and friends. Soon people in the community found out about their abilities. In 2017, they decided they would take part in the North Frontenac Back Roads Studio Tour, and have not looked back since. They have created a Facebook page (www.facebook.com/ArtByTheBaileys) promoting their business, and they are often involved in community functions, where they are able to showcase their art. They have created 4 murals on display in the Township of North Frontenac.

When asked what they enjoyed most about being artists in North Frontenac, they state that it is the feeling of satisfaction when seeing the joy that their artwork bring to their clients. Brian and Leane feel that at times this joy can be very emotional for them as well. They both love living in North Frontenac, as they find that people are very friendly, and have welcomed them into the community.

Thank you, Leane and Brian for choosing North Frontenac as a place to share the talent of your art through your business, Art by the Baileys.





Administrative Report

To: Mayor and Members of Council

From: Tara Mieske, Clerk/Planning Manager

Recommended by: Corey Klatt, Dipl. M.A., Chief Administrative Officer

Date of Meeting: June 29, 2023

Re: Communications of Interest to Council

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

Notes: Correspondence included in the A Section of this report can be obtained by the Public from the Clerk/Planning Manager at clerkplanning@northfrontenac.ca.

All Council Members directly receive information and updates from the Association of Municipalities of Ontario (AMO) and the Federation of Canadian Municipalities (FCM), therefore, these will not be listed in the Clerk's Communications Administrative Report.

Previously provided A Section: (Received for Information Only)

1. Municipality of Mississippi re: Request for Support - Oath for Office;
2. Frontenac Islands re: Appointment of New CAO;
3. Ministry of Infrastructure re: Governments of Canada and Ontario invest to bring high-speed internet to eastern Ontario;
4. Ministry of Municipal Affairs and Housing re: Proposed Provincial Planning Statement;
5. Town of Essex re: Request for Support - Local Emergency Response System and Gaps in Healthcare;
6. Town of Perry Sound - Request for Support re: Additional resources to combat opioid, mental health and homelessness;
7. Town of Bradford West Gwillimbury re: Request for Support- Right to Repair;
8. Spring 2023 EOWC Newsletter.

B: Action Items: (to include items brought forward from Section A above by a Member of Council)

Previously Provided B Section

None.

Clerk/Planning Manager Administrative Report
Communications
June 29, 2023
Page 1 of 1



Administrative Report

To: Mayor and Members of Council

From: Tara Mieske, Clerk/Planning Manager, Township of North Frontenac

Date of Meeting: June 29, 2023

Re: Ardoch Lake Condominium – Request for Extension of Draft Plan Approval

Background

The Township received notice on June 8, 2023, that the County of Frontenac has received an application to extend draft plan approval for the Ardoch Lake Condominium (County File Number 10CD-2012-001). The County has the full responsibility/authority to make the decision regarding the extension of draft plan approval, but Township Council has the opportunity to provide a recommendation to County Council regarding the request to extend draft plan approval.

Draft plan approval is set to lapse on October 21, 2023. This is the first request for draft plan extension for the Ardoch Lake Plan of Condominium. The original application for the Ardoch Lake Condominium was approved by the County of Frontenac on October 21, 2020.

Researched By

Tara Mieske, Clerk/Planning Manager, Township of North Frontenac
Sonya Bolton, Manager of Community Planning, Planning and Economic Development, County of Frontenac

Comments

Property Description

The subject land is approximately 92.3 hectares (228 acres) in area with approximately 1.8 kilometres of frontage along Ardoch Lake and is accessed from Ardoch Road, a Township maintained road. The lands are located on the southern shores of Ardoch Lake and designated as Rural Area and Waterfront Area in the Township Official Plan. Existing uses in the vicinity of the proposed development include developed waterfront residential lots along the northern side of Ardoch Lake, along with larger rural lots surrounding the subject lands. The lands can be described as hilly, with rock outcrops, meadows, extensive tree cover and areas of wetlands, including the large wetland contained in Block 'B' with an identified heron rookery.

Administrative Report
Ardoch Lake Condominium – Request for Extension of Draft Plan Approval
June 29, 2023
Page 1 of 3

Two watercourses cross the property, generally draining in a northern direction to wetlands identified along the shoreline of Ardoch Lake.

Attachment 1 shows the location of the subject property.

Project Description

The draft plan is for the creation of 23 residential units, four blocks, and two private lanes. The 23 residential units (lots) will contain single-detached dwellings and are proposed to front on and be accessed by common element private roads. The 15 residential waterfront units will range in area from 0.8 hectares to 2.3 hectares, with a minimum of 77 metres of waterfrontage along Ardoch Lake. The eight inland units will range in area from 1.7 hectares to 4.7 hectares, with a minimum of 109 metres of frontage along the private roads. Access will be provided from Ardoch Road over the existing access lane, which will be constructed in accordance with the Private Roads Standards.

Three common element blocks are proposed for wetlands/open space identified as Blocks 'A', 'B' and 'C'. Block 'D' is proposed to be a common access point for the waterfront and will contain a communal docking location and boat launch facility to be used by the inland units and the waterfront properties that are not permitted individual docks. The proposed 23 residential units (lots) will be accessed through individual entrances from the private roads. Each lot will be privately serviced with individual private septic and water services.

Attachment 2 is the draft plan of condominium that shows the unit (lot) layout, the proposed lanes, and blocks.

Reason for Draft Plan Extension

The County of Frontenac forwarded a copy of the application dated May 16, 2023, from the developer, Wendy Lee-Risk, requesting an extension of draft plan approval (Attachment 3).

In the application for extension of draft plan approval, the developer notes that additional time is needed for them to raise funds for the project and that the pandemic has limited their ability to move forward with the development. Consequently, none of the conditions of draft plan approval (Attachment 4) have been completed. Given the circumstances, County planning staff have indicated to the applicant that they are willing to consider a two-year extension to the draft plan approval.

Next Steps

The resolution from North Frontenac Council will be forwarded to the County Clerk for consideration at the July 19, 2023, County Council Meeting, where the application to extend draft plan approval for the Ardoch Lake Condominium will be considered.

Financial Implications

Per the Fees and Charges By-law, the Township received the \$500 Fee for the request.

Recommendation

Be It Resolved That Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Ardoch Lake Condominium – Request for Extension of Draft Plan Approval";

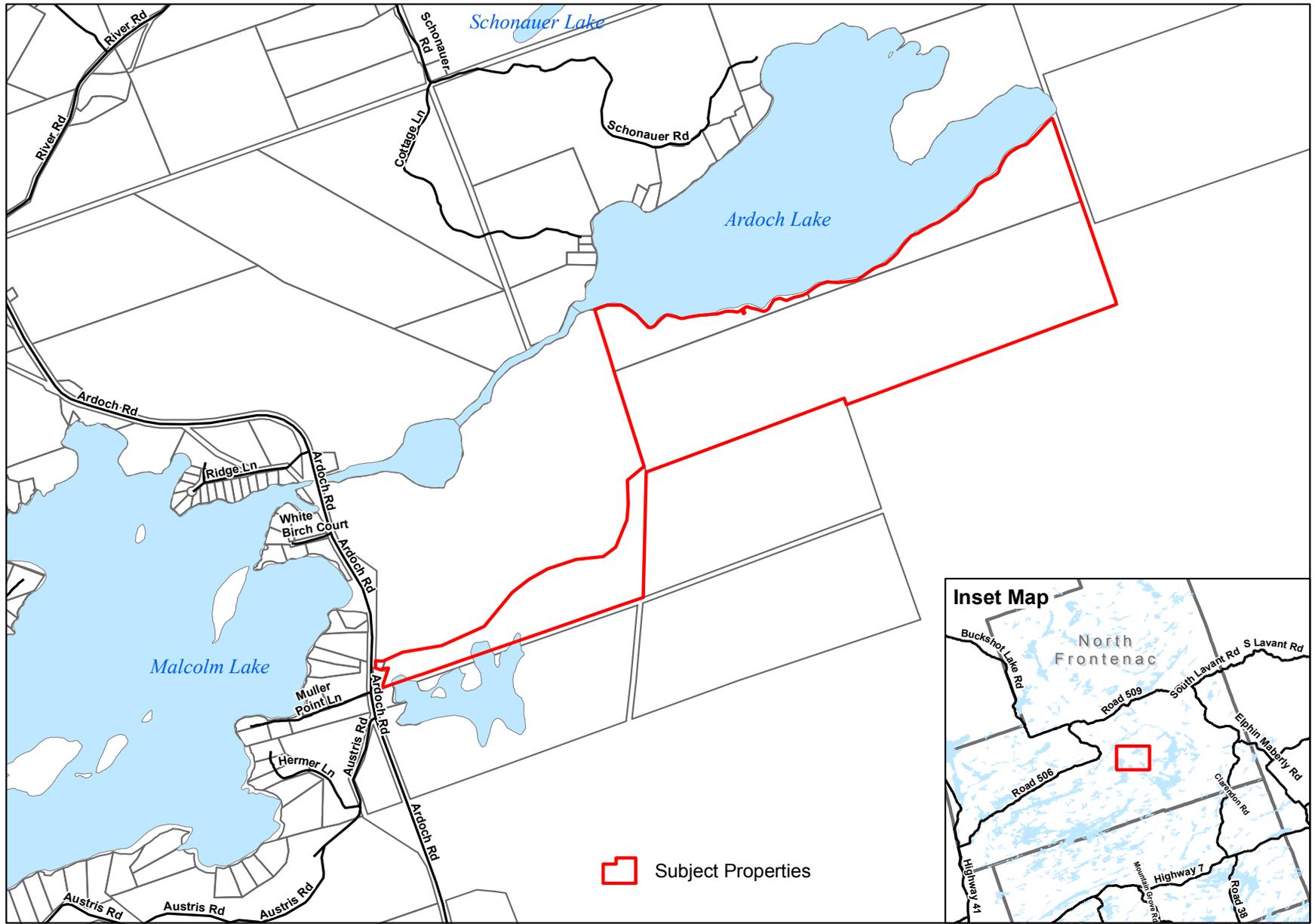
And That North Frontenac Council recommends the County of Frontenac extend draft plan approval for a period of two years for application 10CD-2012-001, subject to the conditions approved by the County of Frontenac on October 21, 2020, and direct the Township Clerk to forward this resolution to the County Clerk.

Enclosures

1. Location Map – Ardoch Lake Plan of Condominium
2. Ardoch Lake – Draft Plan of Condominium
3. Application for Draft Plan Extension – Ardoch Lake (May 16, 2023)
4. Conditions of Draft Plan Approval – Ardoch Lake

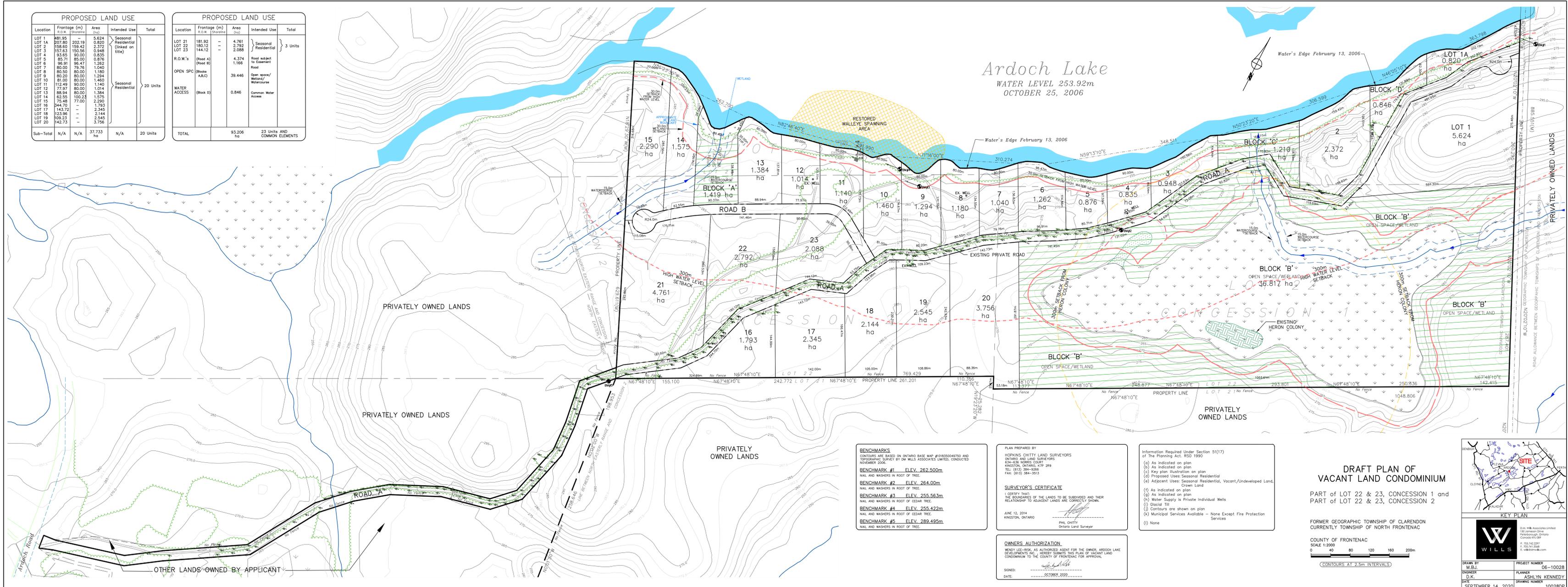


ARDOCH LAKE PLAN OF CONDOMINIUM - FILE #: 10CD-2012/001



Data Source: OGD, MPAC & The County of Frontenac. Created: Jan 6th, 2012 Reference: Produced by the County of Frontenac with data supplied under license by members of the Ontario Geospatial Data Exchange. The County of Frontenac disclaims all responsibility for errors, omissions or inaccuracies in this publication.

PROPOSED LAND USE					PROPOSED LAND USE				
Location	Frontage (m)	Area (sq. ft)	Intended Use	Total	Location	Frontage (m)	Area (sq. ft)	Intended Use	Total
LOT 1A	481.95	-	Seasonal Residential (lined on title)	5.624	LOT 21	181.95	-	Seasonal Residential	3 Units
LOT 2	207.80	202.19	0.820	LOT 22	180.12	-	2.792		
LOT 3	157.63	158.42	2.372	LOT 23	144.12	-	2.088		
LOT 4	93.65	90.00	0.948	R.O.W.'s (Road A)	4.374	-	Road subject to Easement	Road	
LOT 5	85.71	85.00	0.876	R.O.W.'s (Road B)	1.168	-	Road		
LOT 6	96.91	96.47	1.262	OPEN SPG (Block A)	39.446	-	Open space/Wetland/Watercourse	WATER ACCESS (Block D)	
LOT 7	80.00	79.76	1.040	WATER ACCESS (Block D)	0.846	-	Common Water Access		
LOT 8	80.50	80.00	1.180	TOTAL		93,206	23 Units AND COMMON ELEMENTS		
LOT 9	80.20	80.00	1.294						
LOT 10	81.00	80.00	1.460						
LOT 11	112.49	80.00	1.140						
LOT 12	77.97	80.00	1.014						
LOT 13	88.94	80.00	1.364						
LOT 14	82.55	100.23	1.575						
LOT 15	75.48	77.00	2.290						
LOT 16	144.70	-	1.793						
LOT 17	143.72	-	2.345						
LOT 18	123.96	-	2.144						
LOT 19	109.23	-	2.545						
LOT 20	142.73	-	3.756						
Sub-Total	N/A	N/A	37,733	20 Units					



BENCHMARKS
CONTOURS ARE BASED ON ONTARIO BASE MAP #018350049750 AND TOPOGRAPHIC SURVEY BY WILLS ASSOCIATES LIMITED, CONDUCTED NOVEMBER 2006.

BENCHMARK #1 ELEV. 262.500m
NAIL AND WASHERS IN ROOT OF TREE.

BENCHMARK #2 ELEV. 264.00m
NAIL AND WASHERS IN ROOT OF TREE.

BENCHMARK #3 ELEV. 255.563m
NAIL AND WASHERS IN ROOT OF CEDAR TREE.

BENCHMARK #4 ELEV. 255.422m
NAIL AND WASHERS IN ROOT OF CEDAR TREE.

BENCHMARK #5 ELEV. 289.495m
NAIL AND WASHERS IN ROOT OF TREE.

PLAN PREPARED BY
HOPKINS CHITTY LAND SURVEYORS
ONTARIO AND LAND SURVEYORS
634-536 MORRIS COURT
KINGSTON, ONTARIO, K7P 2R9
TEL: (613) 384-5006
FAX: (613) 384-3013

SURVEYOR'S CERTIFICATE
I CERTIFY THAT:
THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED AND THEIR RELATIONSHIP TO ADJACENT LANDS ARE CORRECTLY SHOWN.

JUNE 13, 2014
KINGSTON, ONTARIO

PHIL CHITTY
Ontario Land Surveyor

Information Required Under Section 51(17) of The Planning Act, RSO 1990

(a) As indicated on plan
(b) As indicated on plan
(c) Key plan illustration on plan
(d) Proposed Uses: Seasonal Residential
(e) Adjacent Uses: Seasonal Residential, Vacant/Undeveloped Land, Cream Land
(f) As indicated on plan
(g) As indicated on plan
(h) Water Supply is Private Individual Wells
(i) Social Till
(j) Contours are shown on plan
(k) Municipal Services Available - None Except Fire Protection Services
(l) None

OWNERS AUTHORIZATION
WENDY LEE-ROY, AS AUTHORIZED AGENT FOR THE OWNER, ARDOCH LAKE DEVELOPMENTS INC., HEREBY SUBMITS THIS PLAN OF VACANT LAND CONDOMINIUM TO THE COUNTY OF FRONTENAC FOR APPROVAL.

SIGNED: _____
DATE: OCTOBER 2020

DRAFT PLAN OF VACANT LAND CONDOMINIUM
PART OF LOT 22 & 23, CONCESSION 1 and PART OF LOT 22 & 23, CONCESSION 2

FORMER GEOGRAPHIC TOWNSHIP OF CLARENDON
CURRENTLY TOWNSHIP OF NORTH FRONTENAC

COUNTY OF FRONTENAC
SCALE 1:2000
0 40 80 120 160 200m
(CONTOURS AT 2.5m INTERVALS)



 WILLS DAN WILLS Associates Limited 180 Lakeshore Drive Kingsville, Ontario N0B 1V7 P: 519.242.2297 F: 519.241.0048 E: dan@wills.com	PROJECT NUMBER 06-10028 PLANNER ASHLYN KENNEDY DRAWING NUMBER 10028DP
DRAWN BY M.B.J. ENGINEER D.K. DATE SEPTEMBER 14, 2020	PROJECT NUMBER 06-10028 PLANNER ASHLYN KENNEDY DRAWING NUMBER 10028DP



Application for Extension or Revision to Draft Plan
Approval for Plan of Subdivision or Condominium

2069 Battersea Road, Glenburnie, ON K0H 1S0
Phone: 613-548-9400 Ext. 351
Email: planning@frontenacounty.ca

For Office Use Only	
File Number:	Related File Number(s):
Date Received:	Concurrent Applications Filed:
Date Application Deemed Complete:	<input type="checkbox"/> Official Plan Amendment
Amount Paid (\$):	<input type="checkbox"/> Zoning By-Law Amendment

Note: Please review the County of Frontenac Guidelines for Plans of Subdivision and Condominium Applications prior to submission of an application for extension or revision to draft plan approval.

Print in black or blue ink, complete or () appropriate box(es).

1. Applicant Information		
1.1 Name of Owner(s) An owner's authorization is required if the applicant is not the owner. Attach additional pages if required.		
Name of Owner(s) Ardoch Lake Developments Inc c/o Wendy Lee-Risk, President	Home Phone Number	Business Phone 647-963-1965
Address: 106 Uxbridge-Pickering TLine, Uxbridge, ON. L9P 0K1	Email Address: wlewis12@rogers.com	
1.2 Agent/Applicant Name of the person who is to be contacted about the application, if different than the owner. This may be a person or firm acting on behalf of the owner.		



Application for Extension or Revision to Draft Plan Approval

1. Applicant Information		
Name of Contact Person	Contact Phone Number	Business Phone
Address	Email Address	
1.3 Planning Consultant		
Name of Planning Firm and Contact	Contact Phone Number	Business Phone
Beverly Saunders, Planning Supervisor, EcoVue Consulting Services Inc	Cell: 705-879-8906	705-876-8340
Address	Email Address:	
311 George Street North, Suite 200, Peterborough, ON. K9J 3H3	<u>BSaunders@ecovueconsulting.com</u>	

2. File Information	
2.1 File Number(s)	
County of Frontenac File Number: 10CD-2012/001 (Ardoch Lake)	Township File Number: Zoning By-law Amendment - Township of North Frontenac File no: Z1-12
2.2 Draft Plan Information	
Common Name of Development: Ardoch Lake	
Number of Lots: 23	Number of Blocks: 4
Phases of Development (if applicable): n/a	



Application for Extension or Revision to Draft Plan Approval

2. File Information

Phases of Development with Final Approval (if applicable):

Phase: _____ Registered Plan Number: _____

Phase: _____ Registered Plan Number: _____

Phase: _____ Registered Plan Number: _____

2.2 Submissions

Fee Submitted Copy of Plan Submitted

2.3 History of Draft Plan Approval

Date of Draft Plan Approval: **October 21, 2020**

Draft Plan Approval Lapsing Date:
October 22, 2023

Date of *any* previous extension(s) to Draft Plan Approval: **n/a**



Application for Extension or Revision to Draft Plan Approval

2.4 Status

Has any required Zoning By-law Amendment been enacted by Council? Yes No

Have engineering plans been submitted for review? Yes No

3. Extension of Draft Plan Approval (if applicable)

3.1 Reasons

List the reason(s) why conditions of draft approval have not been completed to date (attach additional page(s) if necessary):

~ more time is required to raise funding for project
~ Pandemic has limited our ability
to move forward

3.2 Additional Information



Application for Extension or Revision to Draft Plan Approval

List any additional reason(s) why Council should consider extending the Draft Plan Approval (attach additional page(s) if necessary):

~ applicant has worked co-operatively with township & county throughout the almost 10 years for approval, as well the approval agencies & neighbours at 3 public meetings. -- more than was necessary.

4. Amendment to Draft Plan Approval (if applicable)

4.1 Type of amendment to draft plan approval requested

N/A



Application for Extension or Revision to Draft Plan Approval

4. Amendment to Draft Plan Approval (if applicable)

Revision to Draft Plan Approval Mapping

Copy of Redline Mapping Attached

N/A

Revision to Condition(s)

Please provide Condition Number (as listed in Notice of Decision) and a brief summary of requirement and the requested amendment. Attach additional page(s) if required.

Condition # _____

Condition Description: _____

Requested Amendment: _____

Condition # _____

Condition Description: _____



Application for Extension or Revision to Draft Plan Approval

5. Affidavit or Sworn Declaration

I, **Wendy Lee-Risk** of the Township of Uxbridge in Durham Region make oath and solemnly declare that the information contained in this application is true and that the information contained in the documents that accompany this application is true and knowing that it is true of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

The responsibility for filing a complete application rests solely with the owner/applicant. Anything not requested or applied for in this application and subsequently found to be necessary (which may require another application(s) and fees) are the sole responsibility of the owner/applicant. The County/Municipality will address only the application as applied for, and any items that are not included in the application are not the responsibility of the County/Municipality.

All studies required to support this application shall be at the expense of the applicant and included at the time of submission as a complete application. Where the County/Municipality incurs costs for the peer review of any consultants' reports or fees for legal opinions, the County/Municipality will be reimbursed such costs by the applicant.

In the event of third-party appeals to applications approved by the County/Municipality, the applicant may be responsible for some or all of the legal and other costs incurred by the County/Municipality, at the discretion of the County/Municipality.

Declared before me

at the Town of Aurora in the Region of York this 16th day of
(Municipality) (County)

May, 2023.
(Month) (Year)

Makenna Dorothy Maers,
a Commissioner, etc., Province of Ontario,
for the Corporation of the Town of Aurora.
Expires January 19, 2026.

[Signature]
Commissioner of Oaths

[Signature]
WENDY LEE-RISK, PRESIDENT
Applicant ARDOCH LAKE DEVELOPMENTS INC
(I have authority to bind the Corporation)

6. Authorizations

Authorization of Owner for Agent to Make the Application

If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form or the authorization set out below must be completed.

I, _____ am the owner of the land that is the subject
(Name of Owner)
of this application for approval of a plan of subdivision (or condominium description) and I authorize



Application for Extension or Revision to Draft Plan Approval

_____ to make this application on my behalf.
(Name of Agent)

_____ Date
_____ Signature of Owner

Authorization of Owner for Agent to Provide Personal Information

If the applicant is not the owner of the land that is the subject of this application, complete the authorization of the owner concerning personal information set out below.

I, _____ am the owner of the land that is the subject of this
(Name of Owner)

Application for approval of a plan of subdivision (or condominium description) and for the purposes of the Freedom of Information and Protection of Privacy Act, I authorize:

_____, as my agent for this application,
(Name of Agent)
to provide any of my personal information that will be included in this application or collected during the processing of the application.

_____ Date
_____ Signature of Owner

7. Consent of the Owner

Consent of the Owner to the Use and Disclosure of Personal Information

I, WENDY LEE-RISK am the owner of the land that is the subject of this application
(Name of Owner)

for approval of a plan of subdivision (or condominium description) and for the purposes of the Freedom of Information and Protection of Privacy Act, I authorize and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the Planning Act for the purpose of processing this application.

MAY 16/23 Date
Wendy Lee Risk Signature of Owner
WENDY LEE-RISK
PRESIDENT - ARDOCH LAKE DEVELOPMENTS



Application for Extension or Revision to Draft Plan Approval

Agreement to Indemnify

The Owner/Applicant agrees to reimburse and indemnify the County of Frontenac (hereinafter referred to as the "County") of all fees and expenses incurred by the County to process the application for plan of subdivision or condominium, as the case may be, including any fees and expenses attributable to proceedings before the Local Planning Appeal Tribunal or any court or other administrative tribunal if necessary to defend the County's decision to support the application.

Without limiting the foregoing, such fees and expenses shall include the fees and expenses of consultants, planners, engineers, lawyers and such other professional and technical advisors as the County, may, in its absolute discretion acting reasonably, consider necessary or advisable to more properly process and support the application.

Attached to this application is a certified cheque or money order payable to the County in the amount representing payment of the application fee. - PAID

The Owner/Applicant further agrees to provide the County, upon request, a deposit against which the County may, from time to time charge against the deposit any fees and expenses incurred by the County in order to process the application. If such fees and expenses exceed the deposit, the Owner/Applicant shall pay the difference forthwith upon being billed by the County with interest at the rate of 1.25% per month (15% per annum) on accounts overdue more than 30 days.

The Owner/Applicant further agrees that, upon request by the County from time to time, the Owner/Applicant shall make such additional deposits as the County considers necessary, and until such request has been complied with, the County will have no continuing obligation to process the application or attend or be represented at the Local Planning Appeal Tribunal or any court or other administrative proceeding in connection with the application.

May 16/23

Date

[Handwritten Signature]

Signature of Owner

- WENDY LEE-RISK, PRESIDENT,
ARDOCH LAKE DEVELOPMENTS
INC

Notice of Collection – Personal information collected as a result of this application is collected under the authority of the Municipal Act, the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), the Planning Act, and all other relevant legislation, and will be used to assist in making a decision on this matter. All personal information (as defined by MFIPPA), including (but not limited to) names, addresses, opinions and comments collected will be made available for public disclosure to members of the public, at a meeting, through requests, and through the website of the County of Frontenac. Questions regarding the collection, use, and disclosure of this personal information should be forwarded to the Manager of Legislative Services/Clerk.



10CD-2012/001 (Ardoch Lake)
Plan of Vacant Land Condominium
Conditions of Draft Approval

Date of Decision: October 21, 2020 Amended Conditions: N/A

Conditions of Draft Plan Approval

The conditions of approval for the draft plan of vacant land condominium are as follows:

1. That this approval applies to the Draft Plan of Vacant Land Condominium dated September 14, 2020, showing a total of 23 residential Units, 4 Blocks and two private lanes, prepared and certified by DM Wills and Associates (engineer).
2. That the Owner shall agree to enter into a condominium agreement with the Township of North Frontenac, to the satisfaction of the Township and to be registered on title of the subject land.
3. That the Owner shall agree in writing to satisfy all the requirements, financial or otherwise to the Township of North Frontenac concerning the provision/upgrade of roads, installation of services, drainage works, utilities and all other required works in accordance with the Township's Design Criteria and Guidelines. Further, that the development, construction and use of the lands in this condominium shall be in accordance with the following reports submitted with the application for draft approval, unless otherwise amended, modified, or directed in writing by the Township and as secured in the condominium agreement:
 - EcoVue Consulting Inc. Response to North Frontenac Council Comments, September 3, 2020
 - WSP, Conceptual Lot Servicing Plan, September, 2020
 - EcoVue Consulting Inc. Planning Report Addendum March 12, 2020;
 - Genivar, Phosphorus Budget Assessment (Response to Comments), July 6, 2012, technical addendum October 23, 2012;
 - Niblett Environmental Associates, Environmental Impact Study (Response to Comments), November 12, 2012; Addendum Report March 26, 2015; Final

Addendum, January 13, 2020; and Update to Environmental Impact Study, July 10, 2020;

- Genivar Servicing Options Statement (Response to Comments), July 2013; Revised Letter prepared by WSP, August 14, 2017; Final Servicing Plan prepared by WSP, July 2020;
 - D.M. Wills, Stormwater Management Brief, December 23, 2011;
 - Jagger Hims Ltd. Rural Servicing Study, November 2007; Addendum prepared by Genivar April 12, 2011; Response to Comments prepared by Genivar, September 12, 2012;
 - Northeastern Archaeological Associates, Archaeological Assessment Stage 1 to 3, March 2009;
4. That the Owner shall reimburse the Township of North Frontenac and the County of Frontenac for all legal, engineering, planning, administrative expenses and permit fees, including the cost of any peer review that the Township or the County may require in relation to the development and the fulfillment of conditions.
 5. That the Owner acknowledges and agrees that all reports and studies required as a result of approval of the Plan of Vacant Land Condominium shall be implemented to the satisfaction of the Township at the sole expense of the Owner. Further, that the Township shall require certification by the Owner's professional consultants that the works have been designed and constructed in accordance with the approved reports, studies, standards and specifications and plans to the satisfaction of the Township.
 6. That the Owner shall prepare and furnish, at its own cost, all plans, specifications, calculations, contours or other information pertaining to the works which may be required by the Township, and shall also prepare and submit to the Township estimates of the quantities and costs of the Municipal Works, and substantiate same to the Township if requested. In all respects, the specifications used for the Municipal Works shall be equivalent to or exceed Township specifications and, in all cases, be acceptable to the Township.
 7. That the two proposed private lanes shown in the draft plan (Road A and B, from the intersection with Ardoch Road) be designed and constructed, at a minimum, in

accordance with Township Design Criteria and Standards and Private Lane Standards for new private lanes.

8. That the condominium roads be subject to a joint use agreement, or comparable agreement, to be registered on title, between the condominium corporation/declarant and any property owners beyond the subject lands that gain access over the condominium road to the satisfaction of the Township.
9. That an easement in favour of CLARENDON NE RANGE PT LOT 21;22,23 CON 2 PT LOT 22 23 SW;RANGE PT LOT 21,22 RP 13R;5753 PT PART 2 shall be established over Road A (and the retained lands, if applicable) to maintain the current access to 5026A Ardoch Road to the satisfaction of the Township. This condition shall be deemed to be satisfied if alternative legal access to 5026A is obtained to the satisfaction of the Township.
10. That the retained lands to the north of Road A, abutting 5026A Ardoch Road, will not be a standalone, legally conveyable parcel of land in the Land Registry Office to the satisfaction of the Township.
11. That the Owner agrees in writing that any easements as may be required for utility, road access, or drainage purposes shall be granted to the appropriate authority or residence.
12. That the Owner, shall ensure all dedications, easements and reserves as required by the Township for this development be granted to the Township free and clear of all encumbrances.
13. That the Owner shall prepare a report to outline in detail any need for blasting and that shall identify the need for a precondition survey of lots abutting the subject lands and others within the immediate area which may be affected by the development and include any recommendation for mitigation of blasting impacts. The Owner will comply with each and every recommendation contained in said report, to the satisfaction of the Township and any applicable government agency. Any works performed shall be in compliance with the Township of North Frontenac Noise Control Policy.
14. That the Owner, prior to final approval, shall install street lighting at the entrance to the development at Ardoch Road intersection and that such lighting shall illuminate the intersection and mail box location to the satisfaction of the Township.

15. That the Owner, prior to final approval, shall undertake a Traffic Impact Assessment completed by a qualified professional to determine any required upgrades to the intersection of the condominium road with Ardoch Road and that such works be undertaken to the satisfaction of the Township.
16. That the Owner shall agree to provide signage at the entrance of the condominium road, advising the public that the condominium road is private.
17. That the Owner agrees that the only shoreline works (boathouses, etc.) permitted within the development will be located within the common access area of Block 'D' and individual docks on waterfront units beyond the identified fish spawning grounds, with the exception of shoreline erosion controls measures, if required.
18. That the Owner shall agree in writing to name the streets in accordance with Township Civic Addressing By-law for the Township and shall install signage to the satisfaction of the Township and in accordance with Township Design Criteria and Standards.
19. That the Owner shall agree in writing to obtain a permit for each residential unit and Block D entrance proposed along Roads A and B in accordance with the Township Construction of Entrances Policy; a single entrance shall be provided to each residential unit.
20. That the Owner shall provide adequate onsite water capacity in a manner or method as approved in accordance with the Ontario Fire Code to the satisfaction of the Township. That this reservoir or hydrant(s) shall be left unobstructed and accessed by the Township for inspection anytime year round and shall be maintained by the Condominium Corporation, which requirement shall be incorporated into the final condominium agreement. Construction and maintenance costs shall be borne by the Owner/Condominium Corporation and shall be to the satisfaction of the Township.
21. That the Owner shall agree to provide a detailed design of the common access area on Block 'D', prepared by a qualified professional, to the satisfaction of the Township, Mississippi Valley Conservation, Ministry of Natural Resources and Forestry (if applicable) and applicable permitting agencies (Department of Fisheries and Oceans, etc.). The design shall incorporate a boat launch facility and shall be constructed to

accommodate access to the water and shall be designed to minimize aesthetic and water quality impacts along the waterfront. The owner shall obtain an amendment to the comprehensive Zoning By-law to the satisfaction of the Township to permit communal docking at Block 'D'.

22. That the Owner shall agree to provide signage at the common waterfront access area on Block 'D' advising the public of the impact of invasive species; such signage shall be designed to be consistent with existing Township signage to the satisfaction of the Township.
23. That the Owner shall prepare and distribute educational materials for future homeowners describing the importance of all significant natural heritage features on the subject property, and the required protective measures (e.g. vegetative buffers, setbacks, restriction on individual docks and boathouses, sediment and erosion control during construction).
24. That the Owner agrees in writing to pay cash-in-lieu of parkland in accordance with approved Township policies and By-law to Provide for the Conveyance of Land for Park or Other Public Recreational Purpose and/or Cash-in-Lieu of Parkland Dedication.
25. That the Owner agrees in writing that the Township may implement whatever measures it deems necessary to ensure orderly development of the plan of condominium, including but not limited to the requirement of condominium agreements, the design and construction of Block 'D' (i.e., the common access area), and imposition of "h" holding zoning or 0.3 metre reserves.
26. That the Owner agrees to deposit with the Township, securities in the form of a letter of credit, representing 100% of the estimated cost of the works to be provided with respect to the condominium. The letter of credit shall be reduced, in accordance with the terms and conditions of the Condominium Agreement.
27. That the Owner agrees for the condominium agreement to contain a provision requiring the Owner to pay development charges, in place at the time of the issuance of the building permit, prior to the issuance of the building permit and to acknowledge and agree that the Township will not issue any building permit until the development charges have been paid in full.

28. That the Owner shall agree in writing to obtain permits or approvals as may be required from any federal, provincial, municipal or local authority and to file copies thereof with the Township.
29. That the Owner shall agree in writing that the natural soil and vegetation within the 30 metre setback area from Ardoch Lake is not to be disturbed and is to be left in its natural state as of the date of draft approval. The condominium agreement and condominium declaration include provisions that would require unit owners to provide protection of natural vegetation within the 30 metre setback area. This shall not prevent the establishment of a 1.5m wide (maximum) pathway to the lake or the removal of noxious weeds or invasive species; dead or diseased trees for safety reasons as determine by a Licensed Tree Marker, Registered Professional Forester or Certified Arborist.
30. That prior to final approval, that Block 'A', 'B'. and 'C' and all applicable wetland and shoreline setbacks (excluding those within the Road 'A' block) are rezoned to restrict structures and site alteration. This shall not prevent the establishment of common access structures and docking on Block 'D' nor individual docks on waterfront units beyond the identified fish spawning grounds.
31. That prior to final approval, County of Frontenac is to be advised by the Township of North Frontenac that this proposed condominium complies with the Zoning By-law in effect for the Township.
32. That the Owner shall agree in writing that a Canada Post Centralized Community Mail Boxes, be installed, if deemed necessary by Canada Post, at a location to the satisfaction of Canada Post and the Township.
33. That the Owner agrees in writing that permit shall be obtained from the Kingston, Frontenac, Lennox & Addington Public Health Unit, or applicable agency, and that all septic systems be designed to the satisfaction of the Township and MECP. To address septic systems to the satisfaction of MECP, the following conditions will need to be met:
 - a. the phosphorus add-on units, which perform to a standard of 1mg/L of total phosphorus, are installed as part of the approved septic system design for Units 1-15 and 23;
 - b. phosphorus add-on units are maintained and inspected as per manufacturer specifications;

- c. a monitoring program, designed to the satisfaction of the MECP and the Township, is implemented via the Condominium agreement and monitoring results are provided to the County, Township, Health Unit and MECP.
 - d. The Zoning By-law for the Units 16-22 require that all septic systems be located beyond the 300 metre setback from the lake;
 - e. The Zoning By-law for the residential waterfront lots should maintain a minimum 30 metre setback for all structures and sewage systems, and the buffer lands should be protected during and after construction;
 - f. Full sized leaching beds should be incorporated into the design of the sewage systems to provide enhanced treatment of the final effluent and should be constructed with imported acidic soils to promote phosphorus attenuation. Pumps shall be provided for raised sewage systems, where determined as part of the permitting process.
 - g. The site servicing plan showing the location of the house, well, sewage system envelopes (primary and alternate), taking into consideration site topography be prepared and provided to all future purchasers. The reserved areas for the primary and alternate sewage system locations must each be 500m², the mantle portion of the reserved areas may overlap.
 - h. Primary and alternate sewage system locations be reserved and maintained solely for that purpose. No constructions of wells, homes, driveways, pools, garages or other structures is to take place in the primary or alternate area.
 - i. Deviations from the locations on the site servicing plan may require the submission of an engineering report/design and terrain analysis supporting the proposed changes (including potential impact on adjoining properties).
34. That any existing wells and/or septic systems that may be present on the site and which are not planned to be used as part of the condominium development be decommissioned as per applicable regulations.
35. That the recommendations of the Environmental Impact Statement, entitled Environmental Impact Study, August 2011 and subsequent addendums (November 12, 2012, March 26, 2015, January 13, 2020, July 10, 2020) be addressed and implemented to the satisfaction of the Township and Mississippi Valley Conservation.

36. That the Owner shall prepare a detailed stormwater management design. The stormwater design shall demonstrate how stormwater drainage from the development will be accommodated, and shall address both water quantity and quality, and erosion and sedimentation control both during and after construction and that appropriate text to implement its findings be included in the Condominium Agreement to the satisfaction of Mississippi Valley Conservation Authority and the Township.
37. That the Condominium Agreement contain a provision that a permit is required from MVCA, pursuant to Ontario Regulation 153/06 - "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses", prior to the initiation of any alterations to the shoreline of the lake and watercourse (including water crossings); or for any interference in, or within 30 m of, the identified wetlands.
38. That the Owner shall obtain an amendment to the comprehensive Zoning By-law to the satisfaction of the Township, to implement the requirements of the development, including, but not limited to:
- a. A minimum 40 m water setback for all buildings and structures will apply with the exception of a 30 meter setback for the septic system from the high water mark;
 - b. A 30 meter vegetated buffer with a maximum clearing of 1.5 meters and no shoreline structures on Units 1-15 (existing dock on Unit 11 excluded);
 - c. Communal docking with permitted shoreline structures on Block 'D' and individual docking on waterfront units beyond the identified fish spawning grounds; and
 - d. Recognition of the existing seasonal dwelling and dock on Unit 11.
39. That the Owner shall agree in writing that the existing dwelling on Unit 11 is a non-complying structure and any expansion in height, volume or footprint will necessitate planning approvals and should the structure be demolished, a new structure shall be located outside of the 40 meter setback on the property and comply with all other zoning provisions.
40. That the Owner shall agree in writing that the installation of a new septic system, and any future septic systems at Unit 11 shall be installed in accordance with Condition 33, requiring phosphorus a add-on unit, which performs to a standard of 1mg/L of total phosphorus, is installed as part of the approved septic system design.

41. All in-water and shoreline works to be restricted to those associated with common access area at Block 'D' and permitted individual waterfront unit docks, may only be constructed in accordance with approvals issued by Department of Fisheries and Oceans, Ministry of Natural Resources and Forestry, or Mississippi Valley Conservation Authority, where deemed necessary under applicable legislation.
42. That the Owner agree in writing all recommendations of the archaeological report entitled Northeastern Archaeological Associates, Archaeological Assessment (Stages 1 to 3), Ardoch Lake, March 2009 be implemented to the satisfaction of the Township.
43. That the Owner prepare a vegetative preservation/ landscape plan to the satisfaction of the Township and the Mississippi Valley Conservation Authority, which includes a recommendation for sturdy fencing or a similar barrier (at least 1 metre high) during construction, to ensure the natural vegetative buffer within 30-metres of the high water mark remains in-tact and that other vegetation loss on the site is minimized.
44. The Owner agree in writing for the condominium agreement to contain a clause providing that any purchaser be advised, and also that a notice be placed in the purchase and sale agreement, alerting a prospective purchasers that, in the event that human remains are discovered during construction or site development of a unit, the property owner shall immediately contact the OPP, the Ministry of Tourism, Culture and Sport and the Registrar or Deputy Registrar of the Cemeteries Unit of the Ministry of Consumer Services (or the applicable agencies at the time of final approval).
45. That Owner agree in writing that if, during the process of development, any archaeological resources or human remains of Aboriginal interest are encountered, the Algonquins of Ontario Consultation Office will be contacted immediately at:

Algonquins of Ontario Consultation Office
31 Riverside Drive, Suite 101
Pembroke Ontario K8A 8R6
Telephone 613-735-3759
Fax 613-735-6307
E-mail: algonquins@tanakiwin.com

46. That Owner agree in writing that public utilities, including without limitation Bell Canada (or alternative provider for telecommunication and cable), Hydro One, etc. are adequate to service the proposed development and installed to the satisfaction of the Township.
47. That the Owner submit a draft Condominium Declaration for approval by the Township containing but not limited to the following provisions:
- a. That the parking and storage of derelict vehicles and recreation vehicles on the subject lands is prohibited.
 - b. The following warning clause: "All owners and tenants/future purchasers acknowledge and agree that the ownership and maintenance of the private lane and driveways, including snow removal, shall remain the sole responsibility of the Condominium Corporation under the provisions of the Condominium Act and the Township of North Frontenac will have no jurisdiction and further liabilities within the private lane and driveways."
 - c. The provisions for Private Lanes as required in Section 5.3 Private Lane Policies of the Township of North Frontenac Official Plan.
48. That prior to final approval, the solicitor(s) for the Owner shall advise the Township and County, in writing, that the proposed condominium declaration has been unconditionally approved as to form and content by the Registry Office.
49. That prior to final approval, the solicitor(s) for the Owner advise the Township and County that the declaration has been executed on behalf of the Owner and that all of the schedules to the proposed condominium declaration have been signed by the requisite signatories including the Owner, the project surveyor, the project solicitor and the project engineer and/or architect and all mortgagees.
50. That the Owner shall provide a copy of all reference plans associated with this application to the Township and County for approval prior to registration.
51. That the Owner, prior to final approval, shall pay the balance of any outstanding taxes, including penalties and interest, (and any local improvement charges, if applicable) to the Township.
52. That prior to Final Condominium Approval, the Owner shall submit a revised Plan, if required, to reflect any significant alterations caused from this Draft Plan Approval.

Where final engineering design(s) result in minor variations to the Plan (e.g. in the configuration of units, etc.), these may be reflected in the Final Plan subject to the satisfaction of the Township and the County.

53. That when requesting Final Approval from the County of Frontenac, the Owner shall accompany such request with the required number of originals and copies of the Final Plan, together with a surveyor's certificate stating that the units/blocks thereon conform to the frontage and area requirements of the zoning by-law.
54. That pursuant to section 51 (32) of the Planning Act, this Draft Plan Approval is granted for three years from the decision date. The Owner may request the County issue an extension of Draft Approval should that be needed. The County shall notify the Township of any request to extend Draft Approval.
55. Clearance Letters:
 - a. That prior to Final Condominium Approval, the County of Frontenac shall be advised by the Township of North Frontenac that all Conditions of Draft Plan Approval requested by the Township have been satisfied; the clearance memorandum shall include a brief statement detailing how each Condition has been met.
 - b. That prior to Final Condominium Approval, the County is to be advised in writing by KFL&A Public Health of the method by which its conditions have been addressed.
 - c. That prior to Final Condominium Approval, the County is to be advised in writing by MECP of the method by which its conditions have been addressed.
 - d. That, prior to Final Condominium Approval, the County is to be advised in writing by the Mississippi Valley Conservation Authority of the method by which its conditions have been addressed.

Notes of Draft Approval:

- This draft approval is for a period of three (3) years. The Owner is advised that they are to apply for any extension at least sixty (60) days prior to lapsing date or in accordance with the County of Frontenac Plan of Subdivision and Condominium Guidelines. This

approval may be extended pursuant to Subsection 51(33) of the Planning Act, but no extension can be granted once the approval has lapsed.

- If final approval is not given to this plan within three (3) years of the draft approval date, and no extensions have been granted, draft approval will lapse under Section 51(32) of the Planning Act, R.S.O. 1990.
- It is the applicant's/owner's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the Approval Authority, quoting file number 10CD-2012/001 (Ardoch Lake).
- All measurements in the final plans must be presented in metric units.
- Please note that an updated review of the plan, and revision of the conditions of approval, may be necessary if an extension is to be granted.
- Where a condition makes reference to legislation of the Township of North Frontenac, County of Frontenac, Government of Ontario or the Government of Canada, such reference shall be deemed to include any and all amendments or successors or changes in the titles, numbering, or regulations thereunder. Where a conditions makes reference to the jurisdiction or policy of a public agency and where the name or responsibilities of said public agency are changed, the said reference shall be deemed to include any and all successors to such public agency, legislation or policy.
- Please consult the County of Frontenac Plan of Subdivision and Condominium Guidelines and Planning Department for submission requirements for final approval including number of copies required, requirements for review of final plans, and, submission timelines.



To: Mayor and Members of Council

From: Tara Mieske, Clerk/Planning Manager, Dipl.M.A. Dipl.M.M.

Recommended by: Corey Klatt, Dipl. M.A., Chief Administrative Officer _____

Date of Meeting: June 29, 2023

Re: Two (2) Shore Road Allowance Applications for Approval in Principle – Rothfels and Rothfels

Background

The Township received two (2) Shore Road Allowance Applications to close and purchase the Shore Road Allowance abutting the Applicants' property.

The following is a summary of the Application's received:

- Application #1 – T3/546/23 – Rothfels – Lot 25 South Canonto, Palmerston Lake. The Applicant indicates that this Road Allowance has never been used as a public road; the road closure will not prohibit access to any other property; and there are no easements or restrictive covenants affecting the closure of this Road Allowance.
- Application #2 – T3/547/23 – Rothfels – Lot 26 & 33 South Canonto, Palmerston Lake. The Applicant indicates that this Road Allowance has never been used as a public road; the road closure will not prohibit access to any other property; and there are no easements or restrictive covenants affecting the closure of this Road Allowance.

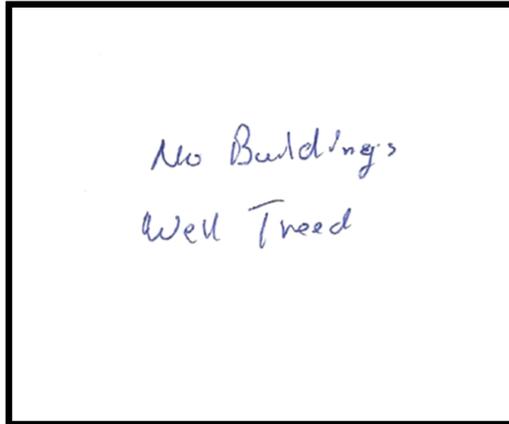
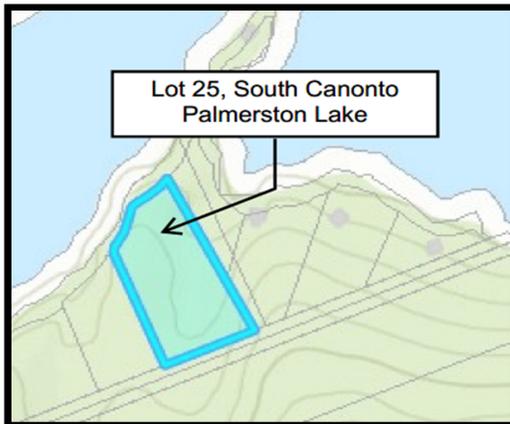
Researched By

Tara Mieske, Clerk/Planning Manager

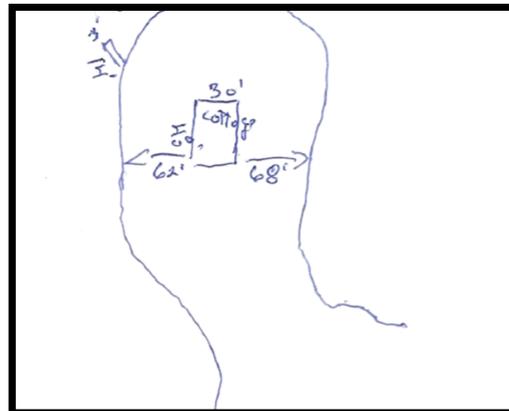
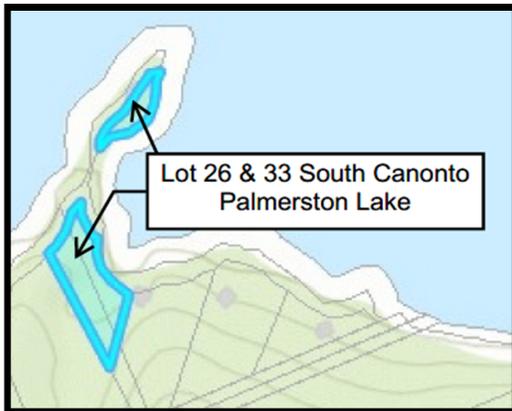
Sonia McLuckie, Administrative Assistant to the Clerk/Planning Manager

Comments

The Municipal Road Allowance Inspector's Inspection for Application #1 (Rothfels) was completed on June 22, 2023 with no objections. He advised there were no natural features; neighbouring properties; or Township Roads affected by the Application. He noted the shoreline is well treed. Below is the Key Map and sketch provided by the Municipal Road Inspector:



The Municipal Road Allowance Inspector's Inspection Form for Application #2 (Rothfels) was completed on June 22, 2023 with no objections. He advised there were no natural features or neighbouring properties; or Township Roads affected by the Application. He noted the shoreline is well treed. Below is the Key Map and sketch provided by the Municipal Road Inspector:



Financial Implications

As this Application was submitted prior to the amendments to the Road Closing Policy and the amendments to the Schedule for the Disposition of Land in the Fees and Charges By-law, the fees would be collected at the time of Approval in Principle and the Fees will be in accordance with Fees and Charges By-law #10-22.

Ms. Rothfels provided the Administrative Fee at the time the Applications were submitted on April 5, 2023.

Recommendation

Be It Resolved That Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Two (2) Shore Road Allowance Applications for Approval in Principle – Rothfels and Rothfels";

And That Council approves in principle the Application(s) to close, stop up and sell the Shore Road Allowance(s) as describes below:

- Part of the Shore Road Allowance lying adjacent to Part Lot 25, Registered Plan 1944, geographic Township of South Canonto (Palmerston Lake);
- Part of the Shore Road Allowance lying adjacent to Part Lot 26 and Part Lot 33, Plan 1944, geographic Township of South Canonto (Palmerston Lake).



Administrative Report

To: Mayor and Members of Council

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

Recommended by: Corey Klatt, Dipl.M.A., Chief Administrative Officer _____

Date of Meeting: June 29, 2023

Re: Automatic Aid Agreement between North Frontenac and Central Frontenac

Background

On June 1, 2018 Council passed Resolution #262-18 receiving the Fire Master Plan (FMP) which included:

“The Chief will establish a program to provide Educational Material for the Public regarding Ice Water Safety and identify through social media and the media regarding the removal of the Core Service “Ice Water Rescue”;

And that the Chief will draft an Agreement with Central Frontenac for Council's consideration for the provisions of Technical Search and Rescue - Ice Water”.

On October 5, 2018 Council adopted By-Law #76-18 to Establish and Regulate the North Frontenac Fire Department which did not include Search and Rescue – Ice Water.

In February 2023, the Chief commenced a review of the Departments Firefighter Roster to ensure compliance with our Personnel and Employment Policy and Procedures. Attendance was addressed with those Firefighters who had not attended training and/or response in a two (2) year period. With resignations, Firefighters moving out of the community, retirement and removals from Roster for lack of attendance, the manpower available to the Fire Department at the Snow Road Fire Station has become reduced, which directly impacts the response abilities for the Hamlet of Snow Road and surrounding area. North Frontenac continues to respond to all structure fires with a three (3) station response. The Department continues to respond with adequate Firefighters to meet the standard; however the response may be delayed in the Snow Road Station area due to availability, distance, and other mitigating circumstances.

Researched By

Eric Korhonen, Director of Emergency Services, Fire Chief (DESFC)
Sonia McLuckie, Administrative Assistant to the Clerk/Planning Manager and Fire Chief

Director of Emergency Services, Fire Chief's Administrative Report
Automatic Aid Agreement between North Frontenac and Central Frontenac
June 29, 2023
Page 1 of 2

Comments

An Agreement for Automatic Aid has been prepared for both North Frontenac and Central Frontenac Council's consideration. The Fire Chiefs from North and Central Frontenac, consulted on the Agreement and believe this will provide the residents of North Frontenac an effective and appropriate level of protection as defined in the Agreement while we work at recruitment of Firefighters for the Snow Road Station. (Attachment #1)

The Agreement provides for the protection of residents in the hamlet and areas surrounding Snow Road Station with Automatic Aid for structure fires. Central Frontenac will provide Fire Protection Services under the Automatic Aid Agreement, to the areas of the North Frontenac for Structure Fires, (Atoms, 202, 203,) as defined in the map in Schedule "B".

The Automatic Aid Agreement also provides the residents and visitors to North Frontenac in Wards 1, 2 and 3 with Ice Water Rescue, as directed in the Township's Fire Master Plan.

Financial Implications

The draft Agreement provides for an annual standby fee of \$5,000 (for structure fires, no stand-by for ice water rescue at this time). Additionally the Agreement includes fees for response based on Ministry of Transportation (MTO) Standards as amended. Currently the MTO rate for 2023 is \$543.03 per hour which is amended on an annual basis.

The stand by fee will be prorated for 2023 from the date of signing the Agreement. To be funded from the Emergency Services Reserve Fund with an estimated year-end balance of \$134,790.27 based on 2023 Budget as approved by Council.

Recommendation

Be It Resolved That Council receives for information the Director of Emergency Services/Fire Chief's Administrative Report entitled "Automatic Aid Agreement between Central Frontenac and North Frontenac";

And That Council approves-in-principle the Automatic Aid Agreement between Central Frontenac and North Frontenac and Council will consider a By-law at an upcoming meeting, once Central Frontenac Council considers it;

And That Council instructs the Treasurer to transfer any expenses for the Automatic Aid Agreement for 2023 from the Emergency Services Reserve Fund;

And That Council instructs the Treasurer to include the stand-by by fee in future year budgets until such time it is no longer required.

Attachment(s):

1. Automatic Aid Agreement between North and Central Frontenac 2023.

Automatic Aid Agreement

This Agreement made in duplicate this _____ day of _____, 2023,

Between

The Corporation of The Township of Central Frontenac

(Hereinafter called the "Central Frontenac")

Of the First Part

and

The Corporation of The Township of North Frontenac

(Hereinafter called the "North Frontenac")

Of the Second Part

Whereas Section 2 (6) of the Fire Protection and Prevention Act, Chapter 4, Statutes of Ontario, 1997, authorizes a municipality to enter automatic aid agreements with other municipalities to provide and/or receive fire protection services;

And Whereas both Central Frontenac and North Frontenac operate fire protection services and manage assets suitable to meet municipal responsibilities required by the Fire Protection Act, through a fire department situated within Central Frontenac and North Frontenac;

And Whereas Central Frontenac is prepared to make available fire protection services to North Frontenac;

Now Therefore in consideration of the mutual covenants, conditions, considerations and payments herein contained, Central Frontenac and North Frontenac mutually agree as follows:

1. Introduction

Due to geographical distances and conditions, it is sometimes advantageous for Fire Departments to immediately require assistance from another Fire Department at the same time that the alarm is forwarded to the Fire Department within whose jurisdiction the incident occurred. The Automatic Aid Program is created to provide vital fire protection services which will ultimately improve the level of public safety for the residents. Automatic Aid is intended to be used on a day-to-day basis in order to meet the following objectives:

- a) Ensure the closest fire station immediately responds to an emergency, irrespective of existing municipal boundaries;
- b) Assemble an adequate fire attack crew. This crew may be made up of personnel and equipment from two or more Fire Stations;
- c) Provide equipment and personnel, particularly at the boundaries of municipalities, where protection may be otherwise limited.
- d) Receive special services not provided by the municipality from another Fire Department.

2. Definitions:

In this Agreement, unless the context otherwise requires,

- a) **Designate** means a person who, in the absence of the *Fire Chief*, has the same powers and authority as the Fire Chief.
- b) **Fire Area** means the defined areas as outlined in Schedule "A" within the geographic boundaries of North Frontenac.
- c) **Fire Chief** means the Chief of either participating Fire Department.
- d) **Fire Department** means the Fire Department of both parties participating in this Agreement.
- e) **Home Fire Department** means the Fire Department established by the municipality where the occurrence is.
- f) **Fire Protection** means and includes Fire Suppression of Structural Fires including Exposure Fires.
- g) **Occurrence** means an emergency response or request to respond to an emergency.
- h) **CFFR** means Central Frontenac Fire & Rescue.
- i) **NFFD** means North Frontenac Fire Department.
- j) **Ice Rescue** means a person fallen through ice or is on ice and requires rescue.

3. Fire Area

The geographic area within which Central Frontenac will supply *fire protection services* in accordance with this Agreement is defined in Schedule "A", "B", "C".

4. Fire Protection Services

1. Central Frontenac will supply Fire Protection Services for responses to Structure Fires, to all the properties and residents situated within the *Fire Area* (Schedule "A" & "B", Atoms 202 & 203) upon request as follows:
 - a) Fire apparatus and personnel will respond to occurrences in the Fire Area in a like manner as if the response were in Central Frontenac;
 - b) Should the first on scene Fire Chief or Designate require assistance, or believe assistance may be required, by way of additional personnel, apparatus, or equipment, to an occurrence in the Fire Area, such assistance may be summoned by that Fire Chief or Designate from either municipality;
 - c) The Fire Chief or Designate receiving a request for assistance may refuse to supply the resources requested if response personnel, apparatus or equipment are required in Home Fire Department area, or elsewhere, under the provisions of existing Mutual Aid Agreements or for another Occurrence within either Central Frontenac or North Frontenac;
 - d) The Fire Chief or Designate may order the return of such personnel, apparatus or equipment that is responding to or is at the scene of an Occurrence in the Fire Area. In such cases the Fire Chief or Designate may summon assistance in accordance with Section 4. (b).
2. Central Frontenac will supply Fire Protection Services for responses to Ice Water Rescues, to all the properties and residents situated within North Frontenac (Schedule "C") upon request as follows:
 - a) Fire apparatus and personnel will respond to Ice Rescue occurrences in the Fire Area in a like manner as if the response were in Central Frontenac during the period between November 1 and April 30;

- b) Should the first on scene Fire Chief or Designate require assistance, or believe assistance may be required, by way of additional personnel, apparatus, or equipment, to an occurrence in the Fire Area, such assistance may be summoned by that Fire Chief or Designate from either municipality;
- c) The Fire Chief or Designate receiving a request for assistance may refuse to supply the resources requested if response personnel, apparatus or equipment are required in Home Fire Department area, or elsewhere, under the provisions of existing Mutual Aid Agreements or for another Occurrence within either Central Frontenac or North Frontenac;
- d) The Fire Chief or Designate may order the return of such personnel, apparatus or equipment that is responding to or is at the scene of an Occurrence in the Fire Area. In such cases the Fire Chief or Designate may summon assistance in accordance with Section 4. (b).

5. Municipal Responsibility

- a) Each party to this Agreement is responsible for providing appropriate training to its Fire Department pursuant to each Municipalities Fire Departments Training Standards and shall maintain records of training.
- b) Each party to this Agreement is responsible for ensuring their equipment and apparatus are maintained to the minimum provincial and/or national standards used in the Ontario Fire Service such as *Occupational Health & Safety Act*, *Canadian General Standards Board*, Ministry of Transportation, Ministry of Labour Section 21, the National Fire Protection Association, and maintain records of maintenance.

6. Incident Command

- a) The first arriving Fire Department will assume Incident Command and begin fire ground command functions. When the Home Fire Department arrives, a ranking Officer will contact the Incident Commander directly and, if it is decided that a transfer of command would benefit the situation or is desired by the parties, the Home Fire Department will assume command. The Incident Commander being relieved will provide a briefing to the Officer assuming command indicating situation status, assignment and tactical needs. Once the briefing has been conducted, confirmation of Incident Command transfer will be broadcasted over the radio to alert all fire ground personnel.
- b) In such an event, the first arriving Fire Department may release its personnel, apparatus and equipment from the scene within the Fire Area, upon agreement with Incident Command.

7. Liability

- a) Each party to this Agreement shall assume liability solely for their own Fire Department for any injury or damage sustained by personnel, apparatus, or equipment of the Fire Department while engaged in the provision of Fire Protection Services in the Fire Area.
- b) Each party to this Agreement shall assume liability for the actions or lack thereof taken by their own Fire Department and its members while engaged in the provision of Fire Protection Services in the Fire Area.
- c) Each party to this Agreement shall indemnify and hold the other harmless from and against all actions, suits, claims and demands which may be brought against or made upon the other and from all loss, costs, charges and expenses including legal costs ("Claims"), which may be incurred by the other party in consequence of the provision of Fire Protection Services to the Fire Area related to the action or inaction of that party.

8. Insurance

- a) Property Insurance: Broad Form Property Policy insuring against loss or damage to any kind of owned, rented or leased equipment or property that is being used or could be used to provide Automatic Aid Fire Protection Services pursuant to this Agreement not less than the full replacement cost.
- b) General Liability Insurance: General Liability Policy insuring against injury or damage to persons or property, underwritten by an insurer licensed to conduct business in the Province of Ontario with a limit of not less than \$25,000,000. This policy shall be endorsed to include cross-liability, contractual liability and personal injury.
- c) Medical Malpractice Insurance: Medical Malpractice coverage with a limit of not less than \$25,000,000. The coverage can be provided as a stand-alone policy or included in the coverage afforded by the General Liability Policy reference above.
- d) Non-owned Automobile Coverage: Non-owned Automobile coverage with a limit of not less than \$25,000,000 and shall include contractual non-owned coverage.
- e) Automobile Liability Insurance: Automobile Liability Policy covering third party property damage and bodily injury liability and all statutory coverages as may be required by Applicable Laws arising out of any licensed vehicle operating in connection with the Agreement with limits not less than \$25,000,000
- f) Environmental Coverage: Environmental Liability Policy in an amount of not less than \$3,000,000 per occurrence, against claims for bodily injury, including sickness, disease, shock, mental anguish, mental injury as well as injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair, cleanup or restoration of environmental impairments of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and gradual release. The policy will be renewed for three (3) years after contract termination. Should the policy be non-renewed, 90 days' notice of nonrenewal must be provided and the (Assisted Municipality) has the right to request that an extended reporting period be purchased at the (Assisting Municipality's) sole expense.
- g) All policies of insurance shall:
 - i. Be underwritten by an insurer licensed to conduct business in the Province of Ontario.
 - ii. Include a provision for Thirty (30) days' notice of cancellation except for Automobile insurance shall which shall provide fifteen (15) day notice of cancellation.
- h) Primary Coverage: The proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.
- i) Certificate of Insurance: The proponent's shall provide a Certificate of Insurance evidencing coverage in force at least ten (10) days prior to contract commencement.

9. Payment

- a) North Frontenac shall retain their respective rights as the Home Fire Department to be responsible for all fees, fines, charges, and bills that are assessed or collected from properties and owners for incidents occurring within their jurisdiction.
- b) Each party to this Agreement shall be solely responsible for the wages, benefits and other payments to their respective Fire Department employees and volunteers responding to any Fire Protection Services rendered under this Agreement.
- c) In consideration of the fire protection services undertaken by Central Frontenac, to be provided in the fire response area (Schedule A & B), North Frontenac shall pay Central Frontenac a rate of Five Thousand Dollars (\$5,000) annually as a stand-by fee, for services

outlined in Section 4.1.

- d) The North Frontenac Fire Department shall also reimburse Central Frontenac for responses to structure fires and ice water rescue provided per this Agreement, based on the current Ministry of Transportation rates to Fire Department responses to provincial highways.
- e) Central Frontenac shall submit itemized invoices to North Frontenac at the end of each calendar month and allow for payment to be made under the terms "Net thirty (30) days" from the date of submission.

10. Termination and Amendments

- a) This Agreement shall be in force for a period of one (1) year commencing on the date of passing of a by-law authorizing the agreement by both municipalities.
- b) This Agreement may be amended at any time with the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).
- c) Notwithstanding Section 10a) above, this Agreement may be terminated at any time prior to, by either party by giving written notice to the other party not less than 90 days prior to the proposed termination date.

Notwithstanding Section 10a) above, setting out the termination date of the Agreement, the Agreement may be extended by mutual consent of the parties indicated by appropriate correlating resolution and extension agreement being duly passed and executed by both parties hereto.

11. Notice

Notices and communications shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the parties, respectively, as set out below, or as either Party later designates to the other by Notice:

To Central Frontenac:

Township of Central Frontenac
Attention Fire Chief
1084 Elizabeth Street
Sharbot Lake, ON
K0H 2P0
Tel: 613-279-2935

Email: firechief@centralfrontenac.ca

To North Frontenac:

Township of North Frontenac
Attention Fire Chief
6648 Road 506
Plevna, Ontario
K0H 2M0
Tel: 613-479-2231 ext. 232

Email: Firechief@northfrontenac.ca

12. Severability

- a) In the event that any covenant, provision or term of this Agreement should at any time be held by any competent tribunal to be void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement which shall remain in force and effect mutatis mutandis.
- b) The parties hereto agree that they shall pass all necessary By-laws to give full force and effect to this Agreement.

In Witness Whereof the said Corporations have hereunto affixed their corporate seals duly attested by the hands of their proper officers.

The Corporation of the Township of Central Frontenac

Francis Smith
Mayor

Cathy MacMunn
Clerk Administrator

The Corporation of the Township of North Frontenac

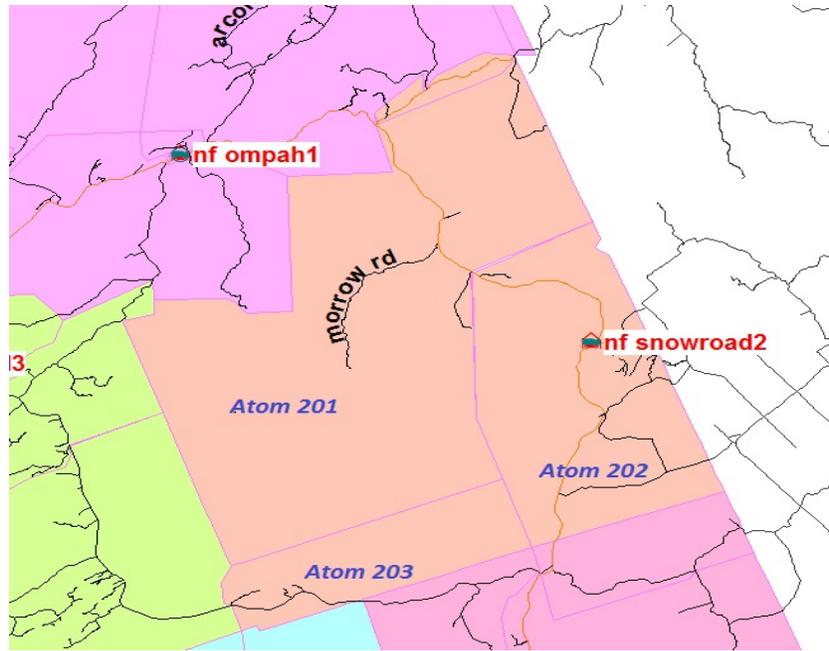
Gerry Lichty
Mayor

Tara Mieske
Clerk

Schedule "A"

The Corporation of the Township of Central Frontenac will provide Fire Protection Services under Automatic Aid to the areas of the Township of North Frontenac for Structure Fires, Atoms, 202, 203, as defined in the map in Schedule "B".

Schedule 'B'



Township of North Frontenac
Snow Road

Schedule "C"

The Corporation of the Township of Central Frontenac will supply Fire Protection Services under Automatic Aid to the areas of the Township of North Frontenac for responses to Ice Water Rescues in Wards 1, 2 and 3.



Administrative Report

To: Mayor and Members of Council

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

Recommended by: Corey Klatt, Dipl.M.A., Chief Administrative Officer _____

Date of Meeting: June 29, 2023

Re: New Automatic Aid Agreement with Greater Madawaska Township

Background

The Township of North Frontenac and the Township of Greater Madawaska entered into an Automatic Aid Agreement on June 14, 2016 (Attachment #1) Thereafter, the two (2) Municipalities entered into Extension Agreements of the Automatic Aid Agreement. The last extension Agreement expired June 13, 2023. (Attachment #2)

Researched By

Eric Korhonen, Director of Emergency Services, Fire Chief (DESFC)
 Sonia McLuckie, Administrative Assistant to the Clerk/Planning Manager and Fire Chief

Comments

As the current Agreement has expired, the Township of Greater Madawaska has requested entering into a new Automatic Aid Agreement with a two (2) year term. Greater Madawaska drafted a new Automatic Aid Agreement for Council's consideration (Attachment #3).

Schedule 'A1' of the By-law will remain unchanged with the exception of Section 7 'Duration and Amendment.' The previous Agreement had a renewal date of a one (1) year term, whereas, the draft proposal is requesting a renewal after a two (2) year term. This is to ensure protection for the response area as defined in Schedule "A" of the Agreement.

Financial Implications

Greater Madawaska Township is compensated as per Schedule 'B' of the Agreement, the information below is a breakdown of current rates/fees and new rates/fees:

Previous Stand-by fee \$3,800. Calculated at \$100 x number of actual households in the response area.	New Stand-by fee is calculated at \$100 x number of actual households in the response area.
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Director of Emergency Services, Fire Chief's Administrative Report
 New Automatic Aid Agreement with Greater Madawaska Township
 June 29, 2023
 Page 1 of 2

Previous cost was \$410 per vehicle per hour for the first hour and \$250 per vehicle per half hour.	New cost per vehicle will be per MTO rates. 2023 current rate is \$543.03 per hour.
Previous rate based on a minimum of 2 hour charge. Additional charges are \$20 per hour for each Firefighter on scene.	New rate based on a minimum 2 hour charge. Additional charges are by rate per hour for each Firefighter on scene.
Previous wages to wash apparatus, hose check etc. is \$20 per hour.	New wages to wash apparatus, hose check etc. is at a cost recovery rate per hour.

The properties in the area have increased from 38 households to 58, (the number of households has not been adjusted in a number of years). Therefore the stand-by fees at \$100 per household for 2023 is \$5,800.

Per Resolution #311-17, Council instructed the Treasurer at the end of each year to transfer the difference between the budget and actual (unused funds) to/from the Emergency Services Reserve Fund. The over budget amount will be transferred from the Emergency Services Reserve Fund with an estimated year-end balance of \$134,790.27 based on 2023 Budget as approved by Council.

Recommendation

Be It Resolved That Council receives for information the Director of Emergency Services, Fire Chief’s Administrative Report entitled “New Automatic Aid Agreement with Greater Madawaska Township”;

And That Council approves the new Automatic Aid Agreement with Greater Madawaska Township;

And That Council will consider a By-law later in the meeting.

Enclosure(s):

1. By-law #46-16 – Automatic Aid Agreement;
2. By-law #37-21 – Expired Extension Agreement;
3. Township of Greater Madawaska new Automatic Aid Agreement.

THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC

BY-LAW #46-16

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND THE CLERK TO SIGN THE AUTOMATIC AID AGREEMENT WITH GREATER MADAWASKA

NOW THEREFORE the Council of the Corporation of the Township of North Frontenac enacts that the Mayor and the Clerk are authorized to sign the Automatic Aid Agreement between The Corporation of the Township of Greater Madawaska and The Corporation of the Township of North Frontenac and that said Agreement shall be attached heretofore as Schedule A;

WHEREAS Section 2 (6) of the Fire Protection and Prevention Act, S.O., 1997, Chapter 4, authorizes a municipality to enter into an automatic aid agreement with other municipalities as defined in section 1 (4) of the Act and to provide or receive the initial or supplemental response to fire, rescues and emergencies;

NOW THEREFORE the Council of the Corporation of the Township of North Frontenac enacts that the Mayor and the Clerk are authorized to sign the Automatic Aid Agreement between The Corporation of the Township of Greater Madawaska and The Corporation of the Township of North Frontenac and that said Agreement shall be attached heretofore as Schedule A;

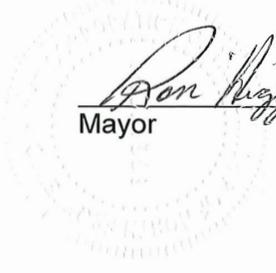
AND THAT By-law #51-11 is hereby repealed;

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

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

READ a first and second time this 20th day of May, 2016.

READ a third time and passed this 20th day of May, 2016.





Mayor



Clerk

AUTOMATIC AID AGREEMENT

Agreement made this 14 day of JUN, 2016

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA

hereinafter called **GREATER MADAWASKA** of the first part

AND

THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC

hereinafter called **NORTH FRONTENAC** of the second part

WHEREAS section 2 (6) of the Fire Protection and Prevention Act, S.O., 1997, Chapter 4, hereinafter the "Act" authorizes a municipality to enter into an automatic aid agreement with other municipalities as defined in section 1 (4) of the Act and to provide or receive the initial or supplemental response to fires, rescues and emergencies;

AND WHEREAS the parties hereto wish to enter into an automatic aid agreement in accordance with the Act;

NOW THEREFORE, in consideration of the mutual covenants, terms and provisos contained herein, the parties agree as follows:

1) DEFINITIONS

In this Agreement, unless the context otherwise requires,

- a) "**Call**" means the notification received by the North Frontenac Fire Department or by the Greater Madawaska Fire Department of the need for *fire protection services*, whether on the 911 emergency call services or otherwise.
- b) "**Designate**" means a person who, in the absence of the Fire Chief, has the same powers and authority as the Fire Chief.
- c) "**Fire Chief**" means the chief of the fire department of **Greater Madawaska**.
- d) "**Fire Department**" means the fire department of the parties.
- e) "**Fire Protection Services**" means and includes the services defined in section 1 (1)

of the Act and the following:

- i. **Greater Madawaska** shall be responsible for fire suppression for structure fires (with the exception of hunting camps; will assume the responsibility of wild land or grass fires until the arrival of the Ministry of Natural Resources), vehicle extrication services and medical assist for paramedics;
 - ii. **Greater Madawaska** shall assume responsibility for administrative functions, communications, and training of persons involved in the provision of fire protection services; and
 - iii. **North Frontenac** shall be responsible for the public education with respect to fire safety and certain components of fire prevention as deemed necessary in accordance with its needs and circumstances.
- g) "**Fire Response Area**" means the designated response area of **North Frontenac** as set out in Schedule "A" attached to and forming part of this Agreement presently being approximately thirty eight (38) properties but to go no farther than the turnaround at the end of the travelled portion of Norcan Lake Lane.
- h) "**Respond**" means to travel to the scene of a fire or other emergency of which the Fire Department was notified by a call, using and bringing, as the case may be, Fire Department resources, for the purpose of delivering fire protection services and "response" has a like meaning.

2) FIRE PROTECTION SERVICES AND AREA

- a) **Greater Madawaska** will ensure the provision, except as hereinafter limited or excluded, of fire *protection services* to **North Frontenac** in the fire response area as set out in Schedule "A", attached hereto and forming part of this Agreement.
- b) **Greater Madawaska** shall employ its apparatus and personnel to respond to occurrences in the fire response area in a like manner as if the response was in the Township of Greater Madawaska.
- c) The fire apparatus and personnel of **Greater Madawaska** that will respond to occurrences in the fire response area of the **North Frontenac** will be limited to the following:
 - i. Such fire equipment, apparatus and personnel as deemed necessary by the Fire Chief or designate for the safe and efficient suppression of fire, extrication and

- medical assist for paramedics and response, where called to the scene of an occurrence;
- ii. Such other equipment and apparatus that may be required as a result of typical fire department apparatus and equipment not being able to reach the scene of the occurrence due to natural or manmade obstacles;
- d) **North Frontenac** shall pay to **Greater Madawaska** its costs incurred for the provision of its services provided for herein, while on response in **North Frontenac** until **Greater Madawaska** has returned to a state of readiness and considered in service.
- e) Greater Madawaska shall ensure that where the Fire Department responds to a call in the fire area of North Frontenac, a copy of the fire report from the area where the fire services were provided is forwarded to the North Frontenac Fire Chief.
- f) **Greater Madawaska** shall notify at its earliest convenience, **North Frontenac** of all incidents occurring within the response area.

3) FIRE DEPARTMENT AUTHORITY

- a) Should the Fire Chief or designate require assistance, or believe assistance may be required by way of additional personnel, apparatus, or equipment in addition to that provided in Section 2 above at an occurrence in the fire response area, such assistance shall be summoned in accordance with the provisions of the County of Renfrew Mutual Aid Plan. Any additional costs as set by the County of Renfrew Mutual Aid Plan, will be assessed to and paid by the Township of North Frontenac.
- b) Notwithstanding Section 2 above, **Greater Madawaska** may refuse to supply the described responses to occurrences if such response personnel, apparatus and/or equipment are required in **Greater Madawaska** or elsewhere, under the provisions of the County of Renfrew Mutual Aid Plan and may at its discretion refuse because of weather or road conditions. Similarly, **Greater Madawaska** may order the return of such equipment, apparatus or personnel that is responding to or at the scene of an occurrence in the fire response area, and in such case, the fire chief or designate may summon assistance in accordance with provisions of the fire protection Agreements referred to herein.
- c) The Fire Chief shall have full authority and control over any and all activities in which the fire department may be engaged in the fire response area.

d) Each party shall, throughout the term of this Agreement, maintain a Fire Department with adequate Fire Department resources to provide for its own day to day needs and circumstances in accordance with the *Fire Prevention and Protection Act, 1997*.

4) TOWNSHIP RESPONSIBILITIES/OBLIGATIONS

- a) **North Frontenac** shall be responsible for notifying, in the manner and to the extent deemed necessary, residents and occupants of the fire response area of procedures for reporting an emergency and of the services provided by the fire department.
- b) **North Frontenac** shall take whatever action necessary to have the **Fire Chief** appointed **Chief Fire Official** of the fire response area, as defined in the Fire Protection and Prevention Act.
- c) **Greater Madawaska** shall notify **North Frontenac** of its intent to respond or not respond to a call within the fire response area, or having responded to such a call, of its intent to leave the site of the fire or other emergency if fire protection services are still required at the site.

5) PAYMENT

- a) In consideration of the fire protection services undertaken by **Greater Madawaska** to be provided in the fire response area of **North Frontenac**, **North Frontenac** shall pay such fees to **Greater Madawaska** as set out in Schedule "B" attached hereto and forming part of this Agreement.
- b) **Greater Madawaska** shall submit itemized invoices to **North Frontenac** at the end of each calendar month and allow for payment to be made under the terms "Net thirty (30) days" from the date of submission.

6) LIABILITY

Notwithstanding anything herein contained, **Greater Madawaska and North Frontenac** shall not be liable to the other or to anyone claiming under by or through the other for any damage, injury, cost or expense howsoever arising from the provision of services provided for in this agreement and the parties shall save the other harmless and indemnify it therefrom.

7) DURATION AND AMENDMENTS.

- a) This Agreement shall be in force for a period of one (1) year commencing on the date of passing of a by-law authorizing the agreement by both municipalities.
- b) This Agreement may be amended at any time with the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).
- c) Notwithstanding Section 7a) above, this Agreement may be terminated at any time prior to, by either party by giving written notice to the other party not less than 90 days prior to the proposed termination date.
- d) Notwithstanding Section 7a) above, setting out the termination date of the Agreement, the Agreement may be extended by mutual consent of the parties indicated by appropriate correlating resolution and extension agreement being duly passed and executed by both parties hereto.

8) DISPUTES

If any dispute arises between the parties to this Agreement, respecting matters contained in this Agreement, including but not limited to the interpretation of this Agreement, the same shall be submitted to arbitration under the provision of the Municipal Arbitration Act 1990 c. M48 and the decision rendered in respect of such proceedings shall be final binding upon the parties of this Agreement.

If for any reason the said arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitration Act 1990 c. M48, then the parties hereto agree to the selection of a single arbitrator, and in the absence of Agreement, such arbitrator shall be appointed by a justice of the Ontario Superior Court of Justice pursuant to the provisions of the said Act.

9) SEVERABILITY

In the event that any covenant, provision of term of this Agreement should at any time be held by any competent court or tribunal to be void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be severable from the remainder of this Agreement which shall remain in effect mutatis mutandis.

AUTOMATIC AID AGREEMENT

SCHEDULE "A"

Fire Response Area and Map

List of roads within the North Frontenac included in the Fire Response Area:

Norcan Lake Lane

Nacron Lane

Victory Lane

Rosie Lane

Heron Way

Mountain Chute Road

Misty Way

Kestrel Way

Penny Lane

Hunt Camp Lane

Schedule "A" to By-law # *35-2016*
Automatic Aid Agreement with Greater Madawaska Township

AUTOMATIC AID AGREEMENT

SCHEDULE "B"

ARRANGEMENT FOR PAYMENT OF FEES

North Frontenac agrees to pay to **Greater Madawaska** the fees set out herein:

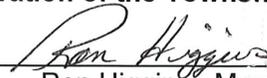
- A) A yearly standby fee of \$3,800. Formula: \$100 x number of actual households in the response area.
- B) \$410 per vehicle per hour for the first hour of fire protection services within the fire response area; \$250 per vehicle per half hour thereafter as set out in Section 5 of this Agreement.
- C) Minimum 2 hour charge (solely for wages, not the trucks) in the event of a call. Additional charge of \$20.00 per hour for each Firefighter on scene
- D) Wages of Firefighters to wash apparatus, hose and check fire equipment at a cost of \$20.00 per hour for each Firefighter, after a call in the response area.

IN WITNESS WHEREOF the said Corporations have hereunto affixed their corporate seals duly attested by the hands of their proper officials.

14 JUN 2016

Date

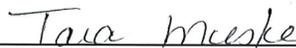
Corporation of the Township of North Frontenac



Ron Higgins, Mayor

14 JUN 2016

Date



Tara Mieske, Clerk

Corporation of the Township of Greater Madawaska

14 JUN 2016

Date



Glenda McKay, Mayor

14 JUN 2016

Date



Allison Holtzauer, CAO/Clerk

The Corporation of the Township of North Frontenac

By-Law #37-21

Being a By-law to Authorize the Mayor and the Clerk to Sign the Extension of the Automatic Aid Agreement with Greater Madawaska

Whereas Section 2 (6) of the Fire Protection and Prevention Act, S.O., 1997, Chapter 4, authorizes a municipality to enter into an automatic aid agreement with other municipalities as defined in section 1 (4) of the Act and to provide or receive the initial or supplemental response to fire, rescues and emergencies;

And Whereas the Automatic Aid Agreement between the Township of North Frontenac and the Township of Greater Madawaska was entered into for a one year period, expiring on June 13, 2017;

And Whereas an extending Agreement was signed annually and an extending Agreement was in effect from June 14, 2020 until June 13, 2021;

Now Therefore Be It Resolved That the Council of the Corporation of the Township of North Frontenac enacts that the Mayor and the Clerk are authorized to sign the Extension of the Automatic Aid Agreement for two years attached heretofore as Schedule A;

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

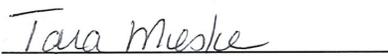
And That this By-law shall come into force and take effect on the date of final passing.

Read a first and second time this 18th day of June, 2021.

Read a third time and passed this 18th day of June, 2021.



Mayor



Clerk

Extension Agreement for the Automatic Aid Agreement

This Agreement Dated the 21 day of June, 2021

Between:

The Corporation of the Township of North Frontenac
- and -

The Corporation of the Township of Greater Madawaska

Whereas the Automatic Aid Agreement between the Township of North Frontenac and the Township of Greater Madawaska dated June 30, 2016 was entered into for a one year term, expiring on June 13, 2017;

And Whereas Clause 7d) of the Automatic Aid Agreement states: "the Agreement may be extended by mutual consent of the parties indicated by an appropriate resolution and extension agreement being duly passed and executed by both parties hereto";

And Whereas extending Agreements were signed annually and one was signed effective June 14, 2020 extending the Agreement until June 13, 2021;

Now Therefore Be It Resolved That the Township of North Frontenac and the Township of Greater Madawaska agree to extend the Automatic Aid Agreement effective from June 14, 2021 to June 13, 2023 under the same terms and conditions;

And That this Extension Agreement is deemed to come into effect on June 14, 2021.

In Witness Whereof the said Corporations have hereunto affixed their corporate seals duly attested by the hands of their proper officials.

Corporation of the Township of North Frontenac

_____ Date

Ron Higgins
Ron Higgins, Mayor

_____ Date

Tara Mieske
Tara Mieske, Clerk

Corporation of the Township of Greater Madawaska

_____ Date

Brian Hunt
Brian Hunt, Mayor

_____ Date

Alison Holtzhauser
Alison Holtzhauser, CAO/Clerk Deputy-Treasurer

Certified a true copy

Alison Holtzhauser
CAO/Clerk Treasurer
Township of Greater Madawaska

THE CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA

BY-LAW 33-2023

Being a By-Law to Authorize the Mayor and the Clerk to Sign the
Automatic Aid Agreement with the
Corporation of the Township of North Frontenac

WHEREAS pursuant to the *Municipal Act, 2001*, a Council may enter into agreements;

AND WHEREAS Section 2(6) of the *Fire Protection and Prevention Act, S.O., 1997, Chapter 4*, authorizes a municipality to enter into an automatic aid agreement with other municipalities as defined in section 1(4) of the Act and to provide or receive the initial or supplemental response to fire, rescues, and emergencies;

NOW THEREFORE the Council of the Corporation of the Township of Greater Madawaska enacts that the Mayor and the Clerk are authorized to sign the Automatic Aid Agreement between The Corporation of the Township of North Frontenac and the Corporation of the Township of Greater Madawaska and that said Agreement shall be attached heretofore as Appendix "A";

AND THAT By-law 35-2016 is hereby repealed;

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

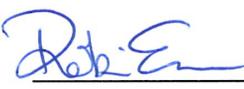
AND THAT this by-law shall come into force and take effect upon final passing thereof.

READ a first and second time this 18th day of May, 2023.

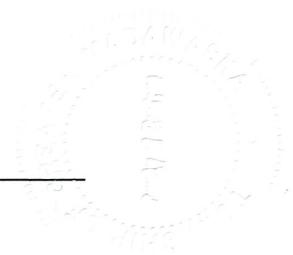
READ a third time and passed this 18th day of May, 2023.



Rob Weir
Mayor



Robin Emon
Deputy Clerk



Appendix "A"

AUTOMATIC AID AGREEMENT

Agreement made this ____ day of _____, 2023

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA
hereinafter called GREATER MADAWASKA of the first part
AND

THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC
hereinafter called NORTH FRONTENAC of the second part

WHEREAS section 2(6) of the *Fire Protection and Prevention Act, S.O., 1997, Chapter 4*, hereinafter the "Act" authorizes a municipality to enter into an automatic aid agreement with other municipalities as defined in section 1(4) of the Act and to provide or receive the initial or supplemental response to fires, rescues, and emergencies;

AND WHEREAS the parties hereto wish to enter into an automatic aid agreement in accordance with the Act;

NOW THEREFORE, in consideration of the mutual covenants, terms, and provisos contained herein, the parties agree as follows:

1) DEFINITIONS

In this Agreement, unless the context otherwise requires,

- a) "**Call**" means the notification received by the North Frontenac Fire Department or by the Greater Madawaska Fire Department of the need for fire protection services, whether on the 911 emergency call services or otherwise.
- b) "**Designate**" means a person who, in the absence of the Fire Chief, has the same powers and authority as the Fire Chief.
- c) "**Fire Chief**" means the chief of the Fire Department of Greater Madawaska.
- d) "**Fire Department**" means the Fire Department of the parties.
- e) "**Fire Protection Services**" means and includes the services defined in section 1(1) of the Act and the following:
 - i) Greater Madawaska shall be responsible for fire suppression for structure fires (with the exception of hunting camps; will assume responsibility of wild land or grass fires until the arrival of the Ministry of Natural Resources), vehicle extrication services and medical assist for paramedics;
 - ii) Greater Madawaska shall assume responsibility for administrative functions, communications, and training of persons involved in the provision of fire protection services; and
 - iii) North Frontenac shall be responsible for the public education with respect to fire safety and certain components of fire prevention as deemed necessary in accordance with its needs and circumstances.
- f) "**Fire Response Area**" means the designated response area of North Frontenac as set out in Schedule "A" attached to and forming part of this Agreement and to go no farther than the turnaround at the end of the travelled portion of Norcan Lake Lane.
- g) "**Respond**" means to travel to the scene of a fire or other emergency of which the Fire Department was notified by a call, using and bringing, as the case may be, Fire Department resources, for the purpose of delivering fire protection services and "response" has a like meaning.

2) FIRE PROTECTION SERVICES AREA

- a) Greater Madawaska will ensure the provision, except as hereinafter limited or excluded, of fire protection services to North Frontenac in the fire response area as set out in Schedule "A", attached hereto, and forming part of the Agreement.
- b) Greater Madawaska shall employ its apparatus and personnel to respond to occurrences in the fire response area in a like manner as if the response was in the Township of Greater Madawaska.
- c) The fire apparatus and personnel of Greater Madawaska that will respond to occurrences in the fire response area of North Frontenac will be limited to the following:

- i) Such fire equipment, apparatus, and personnel as deemed necessary by the Fire Chief or designate for the safe and efficient suppression of fire, extrication, and medical assist for paramedics and response, where called to the scene of an occurrence;
- ii) Such other equipment and apparatus that may be required as a result of typical Fire Department apparatus and equipment not being able to reach the scene of the occurrence due to natural or manmade obstacles.
- d) North Frontenac shall pay to Greater Madawaska its costs incurred for the provision of its services provided for herein, while on response in North Frontenac until Greater Madawaska has returned to a state of readiness and considered in service.
- e) Greater Madawaska shall ensure that where the Fire Department responds to a call in the fire response area of North Frontenac, a copy of the fire report from the area where the fire services were provided is forwarded to the North Frontenac Fire Chief.
- f) Greater Madawaska shall notify at its earliest convenience, North Frontenac of all incidents occurring within the fire response area.

3) FIRE DEPARTMENT AUTHORITY

- a) Should the Fire Chief or designate require assistance or believe assistance may be required by way of additional personnel, apparatus, or equipment in addition to that provided in Section 2 above, at an occurrence in the fire response area, such assistance shall be summoned in accordance with the provisions of the County of Renfrew Mutual Aid Plan. Any additional costs as set by the County of Renfrew Mutual Aid Plan, will be assessed to and paid by the Township of North Frontenac.
- b) Notwithstanding Section 2 above, Greater Madawaska may refuse to supply the described responses to occurrences if such response personnel, apparatus or equipment are required in Greater Madawaska or elsewhere, under the provisions of the County of Renfrew Mutual Aid Plan and may at its discretion refuse because of weather or road conditions. Similarly, Greater Madawaska may order the return of such equipment, apparatus or personnel that is responding to or at the scene of an occurrence in the fire response area, and in such case, the Fire Chief or designate may summon assistance in accordance with provisions of the fire protection agreements referred to herein.
- c) The Fire Chief shall have full authority and control over any and all activities in which the Fire Department may be engaged in the fire response area.
- d) Each party shall, throughout the term of this Agreement, maintain a Fire Department with adequate Fire Department resources to provide for its own day to day needs and circumstances in accordance with the *Fire Prevention and Protection Act, 1997*.

4) TOWNSHIP RESPONSIBILITIES/OBLIGATIONS

- a) North Frontenac shall be responsible for notifying, in the manner and to the extent deemed necessary, residents and occupants of the fire response area of procedures for reporting an emergency and of the services provided by the Fire Department.
- b) North Frontenac shall take whatever action necessary to have the Fire Chief appointed Chief Fire Official of the fire response area, as defined in the *Fire Protection and Prevention Act, 1997*
- c) Greater Madawaska shall notify North Frontenac of its intent to respond or not respond to a call within the fire response area, or having responded to such a call, of its intent to leave the site of the fire or other emergency if fire protection services are still required at the site.

5) PAYMENT

- a) In consideration of the fire protection services undertaken by Greater Madawaska to be provided in the fire response area of North Frontenac, North Frontenac shall pay such fees to Greater Madawaska as set out in Schedule "B" attached hereto and forming part of this Agreement.
- b) Greater Madawaska shall submit itemized invoices to North Frontenac at the end of each calendar month and allow for payment to be made under the terms "Net thirty (30) days" from the date of submission.

6) LIABILITY

Notwithstanding anything herein contained, Greater Madawaska and North Frontenac shall not be liable to the other or to anyone claiming under, by, or through the other for any damage, injury, cost, or expense howsoever arising from the provision of services provided

for in this agreement and the parties shall save the other harmless and indemnify it therefrom.

7) DURATION AND AMENDMENTS

- a) This Agreement shall be in force for a period of two (2) years commencing on the date of passing of a by-law authorizing the agreement by both municipalities.
- b) This Agreement may be amended at any time with the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).
- c) Notwithstanding Section 7a) above, this Agreement may be terminated at any time prior to, by either party by giving written notice to the other party not less than 90 days prior to the proposed termination date.
- d) Notwithstanding Section 7a) above, setting out the termination date of the Agreement, the Agreement may be extended by mutual consent of the parties indicated by appropriate correlating resolution and extension agreement being duly passed and executed by both parties hereto.

8) DISPUTES

If any dispute arises between the parties to this Agreement, respecting matters contained in this Agreement, including but not limited to the interpretation of this Agreement, the same shall be submitted to arbitration under the provision of the *Municipal Arbitration Act 1990 c. M48* and the decision rendered in respect of such proceedings shall be final binding upon the parties of this Agreement.

If for any reason the said arbitration cannot be conducted pursuant to the provisions of the *Municipal Arbitration Act 1990 c. M48*, then the parties hereto agree to the selection of a single arbitrator, and in the absence of Agreement, such arbitrator shall be appointed by a justice of the Ontario Superior Court of Justice pursuant to the provisions of the said Act.

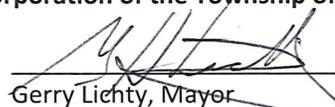
9) SEVERABILITY

In the event that any covenant, provision of term of this Agreement should at any time be held by any competent court or tribunal to be void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be severable from the remainder of this Agreement which shall remain in effect mutatis mutandis.

IN WITNESS WHEREOF the said Corporations have hereunto affixed their corporate seals duly attested by the hands of their proper officials.

Corporation of the Township of North Frontenac

Date


Gerry Lichty, Mayor

Date

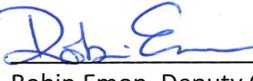
Tara Mieske, Clerk

Corporation of the Township of Greater Madawaska

Date


Rob Weir, Mayor

Date


Robin Emon, Deputy Clerk

AUTOMATIC AID AGREEMENT

SCHEDULE "A"

Fire Response Area

List of roads within the North Frontenac included in the Fire Response Area:

Norcan Lake Lane
Nacron Lane
Victory Lane
Rosie Lane
Heron Way
Mountain Chute Road
Misty Way
Kestrel Way
Penny Lane
Hunt Camp Lane

AUTOMATIC AID AGREEMENT

SCHEDULE "B"

Arrangement For Payment of Fees

North Frontenac agrees to pay to Greater Madawaska the fees set out herein:

- A. A yearly standby fee calculated at \$100 x number of actual households in the response area.
- B. Cost per vehicle as per MTO rates, as set out in Section 2(d) of this Agreement.
- C. Minimum two (2) hour charge (for wages, not vehicles) in the event of a call. Additional charge of staff cost recovery rate per hour for each Firefighter on scene.
- D. Wages of Firefighters to wash apparatus, hose, and check fire equipment, at a cost recovery rate per hour for each Firefighter, after a call in the fire response area.



Administrative Report

To: Mayor and Members of Council

From: Brooke Ross, Dipl.M.A., Manager of Community Development

Recommended by: Corey Klatt, Dipl.M.A., Chief Administrative Officer

Date of Meeting: June 29, 2023

Re: Rental Agreement with the First Resource Management Group Inc. (Mazinaw-Lanark Forest Inc.) for Rental of Office Space at the Barrie Community Hall

Background

The Township of North Frontenac has rented office space to the First Resource Management Group (FRMG), known as Mazinaw-Lanark Forest Inc. (MLF) at the Barrie Community Hall in Cloyne, for several years. The current One (1) Year Rental Agreement between the Township and FRMG expires on July 15, 2023; therefore it is time to renew the Agreement.

The MLF has advised that staff and facilities are currently under a management contract with a company name First Resource Management Group Inc. (FRMG). The management contract is for 5 years to March 31, 2026. They will be identified as the lessor for the office space.

Researched By

Brooke Ross, Dipl.M.A., Manager of Community Development

Comments

The MLF have been excellent tenants. This Agreement is very beneficial for the Township as it provides consistent revenues to the Township and their staff are on site keeping an eye on things at the facility at least a couple days per week. Currently the fee to rent the office space at the Barrie Community Hall is \$830.91 per month, plus H.S.T.

The FRMG have advised they wish to extend the Agreement for another One (1) Year Term (to July 15, 2024).

Manager of Community Development's Administrative Report
Rental Agreement with First Resource Management Group Inc. (Mazinaw-Lanark Forest Inc.) for
Rental of Office Space at the Barrie Community Hall
June 29, 2023
Page 1 of 2

It is recommended the Township continues to rent the office space to Mazinaw-Lanark Forest Inc. (now FRMG) with a proposed increase of 3% annually January 1st of each year for the term of the Agreement.

Financial Implications

With a 3% increase in fees (effective January 1st, 2023), the Township is receiving \$830.91 plus H.S.T. per month in revenues from the FRMG. The fee will increase by 3% on January 1, 2024 to \$855.84 plus HST.

Recommendation

Be It Resolved That Council receives for information the Manager of Community Development's Administrative Report entitled "Rental Agreement with the First Resource Management Group Inc. (Mazinaw-Lanark Forest Inc.) for Rental of Office Space at the Barrie Community Hall";

And That Council will consider a By-law later in the meeting to authorize the Mayor and Clerk to sign the Agreement with the First Resource Management Group Inc.

Enclosure (1)

1. FRMG/NF Rental Agreement

Manager of Community Development's Administrative Report
Rental Agreement with First Resource Management Group Inc. (Mazinaw-Lanark Forest Inc.) for
Rental of Office Space at the Barrie Community Hall
June 29, 2023
Page 2 of 2

This Rental Agreement made this 15th day of July, 2023

Between:

The Corporation of the Township
of North Frontenac

(The "Lessor")

-and-

First Resource Management Group Inc.

(The "Lessee")

Now Therefore Witnesseth that in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the parties agree with each other as follows:

1. Premises

The premises is the space known as the office premises of the former Township of Barrie and located in the Barrie Community Hall, 14225 Highway 41, Cloyne, Ontario.

2. Term of Rental Agreement

This Rental Agreement is effective July 15, 2023 to July 15, 2024 with the option of cancellation by the lessee with two months' notice without penalty or further rent payments.

A new agreement shall be prepared and executed upon the expiration of this agreement if both parties mutually agree to continue this arrangement.

3. Monthly Rent

The monthly rent payment shall be \$830.91 per month plus H.S.T. for a total payable of \$938.93 on the first day of each month. Monthly rent will increase by 3% annually January 1st of each year for the term of this Agreement.

4. Deposit

The deposit in the amount of \$600.00 paid prior to occupation of the premises (July 1st, 1998) fulfills this condition.

5. Responsibilities of the Lessor

The Corporation of the Township of North Frontenac is responsible for:

- i) All energy costs and maintenance of lighting fixtures (Note: light bulbs excluded) and heating.
- ii) Snow plowing of parking lot.
- iii) Limited custodial services (vacuuming carpets once per month, cleaning of windows inside every three months and outside twice per year).
- iv) All required repairs to the building.

6. Responsibilities of the Lessee

First Resource Management Group Inc. (FRMG) is responsible for:

- i) Security of rental facilities.
- ii) Use of carpet protectors under desks.
- iii) Proper hangers for wall attachments.
- iv) The Tenant shall, at their expense obtain and keep in force during the term of the Rental Agreement, Commercial General Liability Insurance satisfactory to the Landlord and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily injury, Property Damage and Personal injury and shall include but not be limited to:
 - a. A limit of liability of not less than \$2,000,000/occurrence with an aggregate of not less than \$5,000,000.

- b. Add the Landlord as an additional insured with respect to the operations of the Named insured.
- c. The policy shall contain a provision for cross liability and severability of interest in respect of the Named insured.
- d. Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96).
- e. Products and completed operations coverage.
- f. Broad Form Property Damage
- g. Contractual Liability
- h. Owners and Contractors Protective
- i. The policy shall provide 30 days prior notice of cancellation.
- v) A Certificate of Insurance shall be provided annually to the Manager of Community Development.
- vi) Snow removal from office steps and landing.

7. Other Considerations

- i) Washroom facilities are located in the hall.
- ii) Lessee may use the kitchen facilities and hall space if it is not being used by other persons renting or using the hall.
- iii) Requests for major repairs will be reviewed by both parties and subject to Council approval.
- iv) Leasehold improvements and/or modifications will be subject to approval by the lessor. Arrangements concerning expenses incurred for same will be mutually agreed upon by the lessor and lessee.
- v) The lessor's representatives are permitted access to the municipal vault during the lessee's hours of operation and after telephone arrangements have been made.

The parties hereto have set their hands and seals to this Agreement as at the date first set out above.

Signed, Sealed and Delivered

The Corporation of the Township of North Frontenac
6648 Road 506, Plevna, ON K0H 2M0

Mayor

Clerk

First Resource Management Group Inc.
176 Lakeshore Dr., Suite #4
North Bay, ON P1A 2A8

Name:
Title:

I have authority to bind the Corporation

- Today there are over 70 descendants of Mr. Leszczik that live and cottage in Eastern Ontario.

Additional comment for consideration by Council:

- The lane naming would accommodate additional civic addresses (beyond four) in the future.
- It is beneficial for this property to be on a named Lane with a Civic Address for emergency services.

Given the above, the following name is recommended:

- Leszczuk Lane

Financial Implications

Fees set out in Schedule J 'Civic Addressing' of By-law #44-22 – states that the purchase and installation of a Private Lane name sign and post shall be paid upon submission of an application in the amount of \$400. Payment has been received.

Recommendation

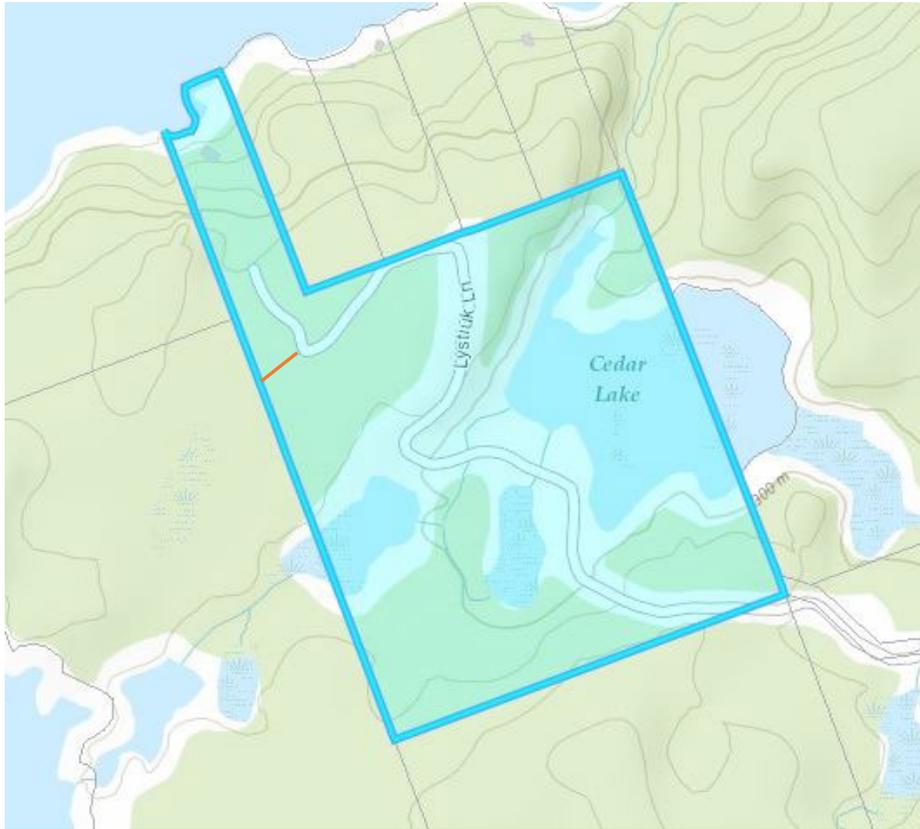
Be It Resolved That Council receives for information the Public Works Manager's Administrative Report entitled "Application to Name a Lane";

And That Council approves in principle, subject to the Public Notice, the name "Leszczuk Lane";

And That Council instructs the Clerk to prepare a draft By-law amending the Corporation's Naming of Roads By-law #07-03 to include the private lane name, and provide the required Public Notice of the Township's intention to pass this By-law at a future meeting.

Enclosures (1)

1. Location Map



Location Map



**Economic Development Task Force – Meeting Notes
June 19, 2023 – 9:00 a.m.
Municipal Office – Council Chambers
6648 Road 506, Plevna**

Present: Deputy Mayor John Inglis (Chair), Councillor Roy Huetl, Betty Hunter, Cyndy Bonello, Jennifer Hunter, Danielle Kecso, Paul Thiel, Dan Vaillancourt (electronic participation), Brooke Ross – Manager of Community Development (MCD), and Matt Walker - Economic Development Officer (EDO).

Absent with Regrets: Councillor Stephanie Regent

Guests: Darwyn Sproule – Public Works Manager (PWM)

1. Call to Order:

The meeting was called to order by the Chair at 9:00 a.m.

2. Disclosures of Pecuniary Interest & General Nature Thereof:

None.

3. Presentations:

None

4. Economic Development Task Force Notes:

Notes of the May 15th and May 18th, 2023 EDTF Meetings as approved via email and were received for information at the June 9th, 2023 Regular Meeting of Council.

5. Business Arising:

- a) Research feasibility of a Municipal Campground (Vaillancourt, B.Hunter, Bonello, Kecso)

The group has not had a chance to meet recently. Betty mentioned that the group has most of the information gathered and could have the chance to present the information over the next few months.

Dan has had a bit of a hard time getting information from other municipal campgrounds. EDO offered to reach out to municipalities with info inquiries if the team lets him know what information is needed.

Paul suggested we look into 'glamping' units. Cyndy is going to get more information.

b) 2023 Mural Project (MCD)

MCD will reach out to Lookout Home Hardware re: Crezon board purchases.

c) North Frontenac Information booth/kiosk (Councillor Regent, Paul Thiel & Danielle Kecso)

Council has asked the PWM to draft a signage by-law. PWM is suggesting signage in key locations throughout the Township in order to reduce the amount of 'clutter' (ie. random signs on trees throughout the Township).

The PWM suggests that the By-law should introduce the concept (what's permitted, what's not permitted) and perhaps sign provisions could be drafted through consultation.

Business directional signage at major intersections could be an option.

EDO suggests that kiosks are more about awareness than directional signage.

PWM was suggesting more kiosks (such as at the boat launches) but lower in cost/quality.

PWM suggested that a draft sign by-law could be presented to Council at some point in the summer. The PWM will attend the next working group meeting.

d) Business Profiles (Councillor Huetl and Paul Thiel)

Councillor Huetl reports that he has met with Brian and Leane Bailey from Art By The Baileys and will be presenting the profile to Council at the next meeting.

e) Research feasibility of a small-scale commercial office space with a focus on attracting health care and other professionals (Councillor Huetl, Councillor Regent, EDO)

This group has not met since the presentation from Dr. Ward but will do so in the near future and report back to the EDTF.

MCD suggests that if the EDTF wishes to shift away from its mandate (from a commercial facility towards health-care recruitment) it will need to

go back to Council with an update and recommendation.

f) Summer Event (EDO, B.Hunter, Bonello, J.Hunter)

A band and other providers have been hired.

Betty will reach out to Pickleball groups in the community.

MCD suggested that the EDO is available to help with the event planning more however the group needs to communicate what they require assistance with.

6. Communications

7. New Business:

a) Adopt-A-Highway program.

Paul mentioned that he spoke with the PWM and that there's interest in establishing the Adopt-A-Highway program.

Perhaps this leans more towards Community Development?

It appears that there are some barriers (ie. safety equipment, regulations).

EDTF will not take on this initiative at this time.

8. Adjournment

Meeting is adjourned at 10:05am.

NOTE : The next meeting of the EDTF will take place on Monday, July 17, 2023 at 9:00 a.m. at the Municipal Council Chambers located at 6648 Road 506, Plevna.

Recommendations to Council

Be It Resolved That Council receives for information the June 19, 2023 Notes of the Economic Development Task Force (EDTF).

Received by Council on June 29, 2023.

**Deputy Mayor John Inglis, Chair
Township of North Frontenac
Economic Development Task Force**

Meeting of the Economic Development Task Force
June 19, 2023
3 of 3

Date June 9, 2023



Resolution # 278-23

**Resolution of the Council of the
Corporation of the Township of North Frontenac**

Moved By:
Councillor Huetl

Seconded By:
Deputy Mayor Inglis

Be It Resolved That Council receives for information a Notice of Motion from Councillor Roy Huetl regarding communication protocols and procedures for Township staff when providing information from outside agencies to Council and the public, particularly during non-business hours;

And That Council approves discussing this matter at the next Council Meeting.

Carried

Mayor



Council Portfolios

Council Members have been appointed to various Portfolio/Liaison positions. Council Members will provide a verbal update to Council on their positions during the Council Portfolio section of the Agenda. If any action is requested, an Administrative Report or Notice of Motion shall be provided by the Council Member. Updates and recommendations from Council Committees/Task Forces will be provided through the applicable Minutes/Notes.

Mayor Gerry Lichty	
Portfolio: County Business	Responsibility: <ul style="list-style-type: none"> Update Council on County Council Activities and Decisions
Portfolio: North Frontenac Lake Association Alliance (NFLAA)	Responsibility: <ul style="list-style-type: none"> Council Liaison

Councillor Wayne Good	
Portfolio: Township of North Frontenac	Responsibility: <ul style="list-style-type: none"> Municipal Road Inspector
Portfolio: Lake Associations – Ward 1 Lakes	Responsibility: <ul style="list-style-type: none"> Council Liaison

Councillor Stephanie Regent	
Portfolio: Health	Responsibility: <ul style="list-style-type: none"> Representative on the Lakelands Family Health Team Committee
Portfolio: Long-Term Care and Social Services	Responsibility: <ul style="list-style-type: none"> Council Liaison
Portfolio: Lake Associations – Ward 1 Lakes	Responsibility: <ul style="list-style-type: none"> Council Liaison

Councillor Roy Huetl

Portfolio: Committee of Adjustments/Planning Advisory Committee	Responsibility: <ul style="list-style-type: none"> • Council Liaison
Portfolio: Mississippi Valley Conservation Authority (MVCA)	Responsibility: <ul style="list-style-type: none"> • Board Member
Portfolio: Lake Associations – Ward 2 Lakes	Responsibility: <ul style="list-style-type: none"> • Council Liaison

Councillor Vernon Hermer

Portfolio: Lake Associations – Ward 2 Lakes	Responsibility: <ul style="list-style-type: none"> • Council Liaison
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Councillor Fred Fowler

Portfolio: Eastern Ontario Trails Alliance (EOTA)	Responsibility: <ul style="list-style-type: none"> • Board Member
Portfolio: North Frontenac Trails Enhancement	Responsibility: <ul style="list-style-type: none"> • Provide updates to Council
Portfolio: County Business – Second Member	Responsibility: <ul style="list-style-type: none"> • Update Council on County Council Activities and Decisions
Portfolio: Lake Associations – Ward 3 Lakes	Responsibility: <ul style="list-style-type: none"> • Council Liaison
Portfolio: Seniors And Law Enforcement Together (SALT)	Responsibility: <ul style="list-style-type: none"> • Provide updates to Council

Deputy Mayor John Inglis

Portfolio: Lake Associations – Ward 3 Lakes	Responsibility: <ul style="list-style-type: none"> • Council Liaison
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The Corporation of the Township of North Frontenac

By-Law #41-23

Being a By-law to Authorize the Mayor and the Clerk to Sign Automatic Aid Agreement with the Township of Greater Madawaska

Whereas Section 2 (6) of the Fire Protection and Prevention Act, S.O., 1997, Chapter 4, authorizes a municipality to enter into an automatic aid agreement with other municipalities as defined in section 1 (4) of the Act and to provide or receive the initial or supplemental response to fire, rescues and emergencies;

And Whereas the Automatic Aid Agreement between the Township of North Frontenac and the Township of Greater Madawaska was entered into for a one year period, expiring on June 13, 2017;

And Whereas extending Agreements were signed with the last extending Agreement being in effect from June 14, 2021 until June 13, 2023;

And Whereas Council deems it necessary to enter into a new Automatic Aid Agreement with Greater Madawaska for Fire Services;

Now Therefore Be It Resolved That the Council of the Corporation of the Township of North Frontenac enacts that the Mayor and the Clerk are authorized to sign the new Automatic Aid Agreement attached heretofore as Schedule 'A1';

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

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

Read a first and second time this 29th day of June, 2023.

Read a third time and passed this 29th day of June, 2023.

Mayor

Clerk

Schedule 'A1' to By-law #41-23

THE CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA

BY-LAW 33-2023

Being a By-Law to Authorize the Mayor and the Clerk to Sign the
Automatic Aid Agreement with the
Corporation of the Township of North Frontenac

WHEREAS pursuant to the *Municipal Act, 2001*, a Council may enter into agreements;

AND WHEREAS Section 2(6) of the *Fire Protection and Prevention Act, S.O., 1997, Chapter 4*, authorizes a municipality to enter into an automatic aid agreement with other municipalities as defined in section 1(4) of the Act and to provide or receive the initial or supplemental response to fire, rescues, and emergencies;

NOW THEREFORE the Council of the Corporation of the Township of Greater Madawaska enacts that the Mayor and the Clerk are authorized to sign the Automatic Aid Agreement between The Corporation of the Township of North Frontenac and the Corporation of the Township of Greater Madawaska and that said Agreement shall be attached heretofore as Appendix "A";

AND THAT By-law 35-2016 is hereby repealed;

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

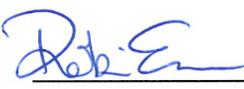
AND THAT this by-law shall come into force and take effect upon final passing thereof.

READ a first and second time this 18th day of May, 2023.

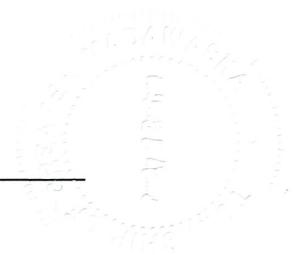
READ a third time and passed this 18th day of May, 2023.



Rob Weir
Mayor



Robin Emon
Deputy Clerk



Appendix "A"

AUTOMATIC AID AGREEMENT

Agreement made this ____ day of _____, 2023

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA
hereinafter called GREATER MADAWASKA of the first part
AND

THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC
hereinafter called NORTH FRONTENAC of the second part

WHEREAS section 2(6) of the *Fire Protection and Prevention Act, S.O., 1997, Chapter 4*, hereinafter the "Act" authorizes a municipality to enter into an automatic aid agreement with other municipalities as defined in section 1(4) of the Act and to provide or receive the initial or supplemental response to fires, rescues, and emergencies;

AND WHEREAS the parties hereto wish to enter into an automatic aid agreement in accordance with the Act;

NOW THEREFORE, in consideration of the mutual covenants, terms, and provisos contained herein, the parties agree as follows:

1) DEFINITIONS

In this Agreement, unless the context otherwise requires,

- a) "**Call**" means the notification received by the North Frontenac Fire Department or by the Greater Madawaska Fire Department of the need for fire protection services, whether on the 911 emergency call services or otherwise.
- b) "**Designate**" means a person who, in the absence of the Fire Chief, has the same powers and authority as the Fire Chief.
- c) "**Fire Chief**" means the chief of the Fire Department of Greater Madawaska.
- d) "**Fire Department**" means the Fire Department of the parties.
- e) "**Fire Protection Services**" means and includes the services defined in section 1(1) of the Act and the following:
 - i) Greater Madawaska shall be responsible for fire suppression for structure fires (with the exception of hunting camps; will assume responsibility of wild land or grass fires until the arrival of the Ministry of Natural Resources), vehicle extrication services and medical assist for paramedics;
 - ii) Greater Madawaska shall assume responsibility for administrative functions, communications, and training of persons involved in the provision of fire protection services; and
 - iii) North Frontenac shall be responsible for the public education with respect to fire safety and certain components of fire prevention as deemed necessary in accordance with its needs and circumstances.
- f) "**Fire Response Area**" means the designated response area of North Frontenac as set out in Schedule "A" attached to and forming part of this Agreement and to go no farther than the turnaround at the end of the travelled portion of Norcan Lake Lane.
- g) "**Respond**" means to travel to the scene of a fire or other emergency of which the Fire Department was notified by a call, using and bringing, as the case may be, Fire Department resources, for the purpose of delivering fire protection services and "response" has a like meaning.

2) FIRE PROTECTION SERVICES AREA

- a) Greater Madawaska will ensure the provision, except as hereinafter limited or excluded, of fire protection services to North Frontenac in the fire response area as set out in Schedule "A", attached hereto, and forming part of the Agreement.
- b) Greater Madawaska shall employ its apparatus and personnel to respond to occurrences in the fire response area in a like manner as if the response was in the Township of Greater Madawaska.
- c) The fire apparatus and personnel of Greater Madawaska that will respond to occurrences in the fire response area of North Frontenac will be limited to the following:

- i) Such fire equipment, apparatus, and personnel as deemed necessary by the Fire Chief or designate for the safe and efficient suppression of fire, extrication, and medical assist for paramedics and response, where called to the scene of an occurrence;
- ii) Such other equipment and apparatus that may be required as a result of typical Fire Department apparatus and equipment not being able to reach the scene of the occurrence due to natural or manmade obstacles.
- d) North Frontenac shall pay to Greater Madawaska its costs incurred for the provision of its services provided for herein, while on response in North Frontenac until Greater Madawaska has returned to a state of readiness and considered in service.
- e) Greater Madawaska shall ensure that where the Fire Department responds to a call in the fire response area of North Frontenac, a copy of the fire report from the area where the fire services were provided is forwarded to the North Frontenac Fire Chief.
- f) Greater Madawaska shall notify at its earliest convenience, North Frontenac of all incidents occurring within the fire response area.

3) FIRE DEPARTMENT AUTHORITY

- a) Should the Fire Chief or designate require assistance or believe assistance may be required by way of additional personnel, apparatus, or equipment in addition to that provided in Section 2 above, at an occurrence in the fire response area, such assistance shall be summoned in accordance with the provisions of the County of Renfrew Mutual Aid Plan. Any additional costs as set by the County of Renfrew Mutual Aid Plan, will be assessed to and paid by the Township of North Frontenac.
- b) Notwithstanding Section 2 above, Greater Madawaska may refuse to supply the described responses to occurrences if such response personnel, apparatus or equipment are required in Greater Madawaska or elsewhere, under the provisions of the County of Renfrew Mutual Aid Plan and may at its discretion refuse because of weather or road conditions. Similarly, Greater Madawaska may order the return of such equipment, apparatus or personnel that is responding to or at the scene of an occurrence in the fire response area, and in such case, the Fire Chief or designate may summon assistance in accordance with provisions of the fire protection agreements referred to herein.
- c) The Fire Chief shall have full authority and control over any and all activities in which the Fire Department may be engaged in the fire response area.
- d) Each party shall, throughout the term of this Agreement, maintain a Fire Department with adequate Fire Department resources to provide for its own day to day needs and circumstances in accordance with the *Fire Prevention and Protection Act, 1997*.

4) TOWNSHIP RESPONSIBILITIES/OBLIGATIONS

- a) North Frontenac shall be responsible for notifying, in the manner and to the extent deemed necessary, residents and occupants of the fire response area of procedures for reporting an emergency and of the services provided by the Fire Department.
- b) North Frontenac shall take whatever action necessary to have the Fire Chief appointed Chief Fire Official of the fire response area, as defined in the *Fire Protection and Prevention Act, 1997*
- c) Greater Madawaska shall notify North Frontenac of its intent to respond or not respond to a call within the fire response area, or having responded to such a call, of its intent to leave the site of the fire or other emergency if fire protection services are still required at the site.

5) PAYMENT

- a) In consideration of the fire protection services undertaken by Greater Madawaska to be provided in the fire response area of North Frontenac, North Frontenac shall pay such fees to Greater Madawaska as set out in Schedule "B" attached hereto and forming part of this Agreement.
- b) Greater Madawaska shall submit itemized invoices to North Frontenac at the end of each calendar month and allow for payment to be made under the terms "Net thirty (30) days" from the date of submission.

6) LIABILITY

Notwithstanding anything herein contained, Greater Madawaska and North Frontenac shall not be liable to the other or to anyone claiming under, by, or through the other for any damage, injury, cost, or expense howsoever arising from the provision of services provided

for in this agreement and the parties shall save the other harmless and indemnify it therefrom.

7) DURATION AND AMENDMENTS

- a) This Agreement shall be in force for a period of two (2) years commencing on the date of passing of a by-law authorizing the agreement by both municipalities.
- b) This Agreement may be amended at any time with the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).
- c) Notwithstanding Section 7a) above, this Agreement may be terminated at any time prior to, by either party by giving written notice to the other party not less than 90 days prior to the proposed termination date.
- d) Notwithstanding Section 7a) above, setting out the termination date of the Agreement, the Agreement may be extended by mutual consent of the parties indicated by appropriate correlating resolution and extension agreement being duly passed and executed by both parties hereto.

8) DISPUTES

If any dispute arises between the parties to this Agreement, respecting matters contained in this Agreement, including but not limited to the interpretation of this Agreement, the same shall be submitted to arbitration under the provision of the *Municipal Arbitration Act 1990 c. M48* and the decision rendered in respect of such proceedings shall be final binding upon the parties of this Agreement.

If for any reason the said arbitration cannot be conducted pursuant to the provisions of the *Municipal Arbitration Act 1990 c. M48*, then the parties hereto agree to the selection of a single arbitrator, and in the absence of Agreement, such arbitrator shall be appointed by a justice of the Ontario Superior Court of Justice pursuant to the provisions of the said Act.

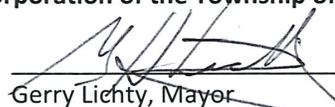
9) SEVERABILITY

In the event that any covenant, provision of term of this Agreement should at any time be held by any competent court or tribunal to be void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be severable from the remainder of this Agreement which shall remain in effect mutatis mutandis.

IN WITNESS WHEREOF the said Corporations have hereunto affixed their corporate seals duly attested by the hands of their proper officials.

Corporation of the Township of North Frontenac

Date



Gerry Lichty, Mayor

Date

Tara Mieske, Clerk

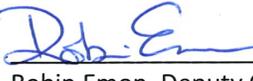
Corporation of the Township of Greater Madawaska

Date



Rob Weir, Mayor

Date



Robin Emon, Deputy Clerk

AUTOMATIC AID AGREEMENT

SCHEDULE "A"

Fire Response Area

List of roads within the North Frontenac included in the Fire Response Area:

Norcan Lake Lane
Nacron Lane
Victory Lane
Rosie Lane
Heron Way
Mountain Chute Road
Misty Way
Kestrel Way
Penny Lane
Hunt Camp Lane

AUTOMATIC AID AGREEMENT

SCHEDULE "B"

Arrangement For Payment of Fees

North Frontenac agrees to pay to Greater Madawaska the fees set out herein:

- A. A yearly standby fee calculated at \$100 x number of actual households in the response area.
- B. Cost per vehicle as per MTO rates, as set out in Section 2(d) of this Agreement.
- C. Minimum two (2) hour charge (for wages, not vehicles) in the event of a call. Additional charge of staff cost recovery rate per hour for each Firefighter on scene.
- D. Wages of Firefighters to wash apparatus, hose, and check fire equipment, at a cost recovery rate per hour for each Firefighter, after a call in the fire response area.

The Corporation of the Township of North Frontenac

By-Law #42-23

Being a By-law to Authorize the Mayor and the Clerk to Sign a Memorandum of Understanding with Rural Frontenac Community Services and Land O' Lakes Community Services

Now Therefore the Council of the Corporation of the Township of North Frontenac enacts that the Mayor and the Clerk are authorized to sign the Memorandum of Understanding with Rural Frontenac Community Services and Land O'Lakes Community Services; and that said Agreement shall be attached heretofore as Schedule A;

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

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

Read a first and second time this 29th day of June, 2023.

Read a third time and passed this 29th day of June, 2023.

Mayor

Clerk



**MEMORANDUM OF UNDERSTANDING
1 YEAR PILOT FUNDING FOR SENIORS AND INDIVIDUALS WITH PHYSICAL DISABILITIES IN NORTH
FRONTENAC TOWNSHIP**

BETWEEN

**THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC
RURAL FRONTENAC COMMUNITY SERVICES
LAND O'LAKES COMMUNITY SERVICES**

The Corporation of the Township of North Frontenac (hereafter referred to as the "Township") will provide Rural Frontenac Community Services (hereafter referred to as "RFCS") and Land O'Lakes Community Services (hereafter referred to as "LOLCS") with up to \$10,000 per Agency for a pilot program in 2023/2024 to offer Senior's over the age of 60 and residents with physical disabilities a subsidy of up to \$5.00 per hour from the Township for assistance with interior and exterior maintenance of their homes;

RFCS will continue to provide interior services in Wards 2 and 3 in North Frontenac Township and will assist with directing clients to the LOLCS for clients requiring outdoor services;

The LOLCS will continue to provide interior services in Ward 1 in North Frontenac Township as well as assistance with exterior maintenance for residents in Wards 1, 2 and 3 beginning July 2, 2023;

Interior services available to clients via this program include but are not limited to: Sweeping, vacuuming, mopping, dusting, decluttering, cleaning furniture, cleaning walls, interior windows, deep cleaning, etc....;

Exterior services available to clients will include but not limited to: Snow shoveling/removal, cutting grass, washing outside windows, yard maintenance, piling wood, etc....;

Each Agency will assess the amount needed by each resident via the residents request for assistance and the desired amount of financial assistance being requested (not to exceed \$5 per hour);

The Township will assist the Agencies with marketing for brokered workers and/or volunteers to assist with the Program, using Township staff and funding for advertising. Each Agency is responsible for hiring and providing direction to their workers/volunteers for this Program.

The Township will assist with marketing the Program once implemented to help ensure seniors are aware of these opportunities

Each Agency will directly invoice the Township for funding. Should the costs exceed \$10,000 per Agency we will reassess and discuss options for further funding (seek consideration from North Frontenac Township Council).

Township staff will meet with both Agencies in March 2024, to review the Program and determine its success and contemplate other needs that may be beneficial to the Seniors and those with disabilities in North Frontenac for consideration for the future, in order to ensure the Program is meeting the needs of the Township's residents and is sustainable;

Each Agency will provide the Township with a Certificate of a Liability Insurance Policy covering public liability and property damage for no less than the minimum amounts stated below to the satisfaction of the Township, naming The Corporation of the Township of North Frontenac as additional insured and keep in force and to supply prior to the Contract commencement date and for the entire Contract period.

The standard insurance minimums are as follows:

- \$2 million – general liability policy.

The policy must contain:

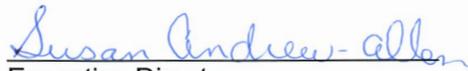
- a. A "Cross Liability" clause or endorsement.
- b. An endorsement certifying that The Corporation of the Township of North Frontenac and the Agency are included as an additional insured.
- c. An endorsement to the effect that the policy or policies will not be altered, cancelled, or allowed to lapse without thirty (30) days prior written notice to the Township.

RFCS and LOLCS during the term of this Agreement, save harmless and fully indemnify the Corporation of the Township of North Frontenac, its directors, officers, employees and professional advisors (hereafter referred to as "Township personnel") from and against any and all losses, claims, lien claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, damage to property or any other loss, damage or injury whatsoever arising from or out of this agreement. If the Township of North Frontenac and/or The Township of North Frontenac Personnel shall be made party to any litigation commenced by or against RFCS and/or LOLCS or by those for whom RFCS and/or LOLCS is in law responsible, the Agencies shall protect, indemnify and hold the Township of North Frontenac and the Township of North Frontenac Personnel harmless and shall pay all costs, expenses and legal fees incurred or paid by the Township or Township personnel in connection with such litigation.

RFCS and LOLCS covenants with The Township that the Agencies shall comply with all federal, provincial, municipal laws, statues, regulations, bylaws, rules,

declarations, ordinances, orders, directions, directives, orders, requirements of all federal, provincial, municipal, local and other governmental and quasigovernmental authorities, departments, commissions and boards having jurisdiction and the Agencies shall hold The Township of North Frontenac harmless from the consequences of any failure to do so.

The contract can be terminated by either party with 60 days written notice.


Executive Director
Land O'Lakes Community Services

Date June 13/23


Executive Director
Rural Frontenac Community Services

Date June 13/23

Mayor
Township of North Frontenac

Date

Clerk
Township of North Frontenac

Date

The Corporation of the Township of North Frontenac

By-Law #43-23

Being a By-law to Authorize the Mayor and the Clerk to Sign Automatic Aid Agreement with the Township of Central Frontenac

Whereas Section 2 (6) of the Fire Protection and Prevention Act, S.O., 1997, Chapter 4, authorizes a municipality to enter into an automatic aid agreement with other municipalities as defined in section 1 (4) of the Act and to provide or receive the initial or supplemental response to fire, rescues and emergencies;

Now Therefore the Council of the Corporation of the Township of North Frontenac enacts that the Mayor and the Clerk are authorized to sign the Automatic Aid Agreement between The Corporation of the Township of Central Frontenac and The Corporation of the Township of North Frontenac and that said Agreement shall be attached heretofore as Schedule 'A', Schedule 'B' and Schedule 'C';

And Whereas the Automatic Aid Agreement between The Corporation of the Township of Central Frontenac and The Corporation of the Township of North Frontenac will be entered into for a one (1) year period, expiring on June 29, 2024;

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

Read a first and second time this 29th day of June, 2023.

Read a third time and passed this 29th day of June, 2023.

Mayor

Clerk

Automatic Aid Agreement

This Agreement made in duplicate this _____ day of _____, 2023,

Between

The Corporation of The Township of Central Frontenac

(Hereinafter called the "Central Frontenac")

Of the First Part

and

The Corporation of The Township of North Frontenac

(Hereinafter called the "North Frontenac")

Of the Second Part

Whereas Section 2 (6) of the Fire Protection and Prevention Act, Chapter 4, Statutes of Ontario, 1997, authorizes a municipality to enter automatic aid agreements with other municipalities to provide and/or receive fire protection services;

And Whereas both Central Frontenac and North Frontenac operate fire protection services and manage assets suitable to meet municipal responsibilities required by the Fire Protection Act, through a fire department situated within Central Frontenac and North Frontenac;

And Whereas Central Frontenac is prepared to make available fire protection services to North Frontenac;

Now Therefore in consideration of the mutual covenants, conditions, considerations and payments herein contained, Central Frontenac and North Frontenac mutually agree as follows:

1. Introduction

Due to geographical distances and conditions, it is sometimes advantageous for Fire Departments to immediately require assistance from another Fire Department at the same time that the alarm is forwarded to the Fire Department within whose jurisdiction the incident occurred. The Automatic Aid Program is created to provide vital fire protection services which will ultimately improve the level of public safety for the residents. Automatic Aid is intended to be used on a day-to-day basis in order to meet the following objectives:

- a) Ensure the closest fire station immediately responds to an emergency, irrespective of existing municipal boundaries;
- b) Assemble an adequate fire attack crew. This crew may be made up of personnel and equipment from two or more Fire Stations;
- c) Provide equipment and personnel, particularly at the boundaries of municipalities, where protection may be otherwise limited.
- d) Receive special services not provided by the municipality from another Fire Department.

2. Definitions:

In this Agreement, unless the context otherwise requires,

- a) **Designate** means a person who, in the absence of the *Fire Chief*, has the same powers and authority as the Fire Chief.
- b) **Fire Area** means the defined areas as outlined in Schedule "A" within the geographic boundaries of North Frontenac.
- c) **Fire Chief** means the Chief of either participating Fire Department.
- d) **Fire Department** means the Fire Department of both parties participating in this Agreement.
- e) **Home Fire Department** means the Fire Department established by the municipality where the occurrence is.
- f) **Fire Protection** means and includes Fire Suppression of Structural Fires including Exposure Fires.
- g) **Occurrence** means an emergency response or request to respond to an emergency.
- h) **CFFR** means Central Frontenac Fire & Rescue.
- i) **NFFD** means North Frontenac Fire Department.
- j) **Ice Rescue** means a person fallen through ice or is on ice and requires rescue.

3. Fire Area

The geographic area within which Central Frontenac will supply *fire protection services* in accordance with this Agreement is defined in Schedule "A", "B", "C".

4. Fire Protection Services

1. Central Frontenac will supply Fire Protection Services for responses to Structure Fires, to all the properties and residents situated within the *Fire Area* (Schedule "A" & "B", Atoms 202 & 203) upon request as follows:
 - a) Fire apparatus and personnel will respond to occurrences in the Fire Area in a like manner as if the response were in Central Frontenac;
 - b) Should the first on scene Fire Chief or Designate require assistance, or believe assistance may be required, by way of additional personnel, apparatus, or equipment, to an occurrence in the Fire Area, such assistance may be summoned by that Fire Chief or Designate from either municipality;
 - c) The Fire Chief or Designate receiving a request for assistance may refuse to supply the resources requested if response personnel, apparatus or equipment are required in Home Fire Department area, or elsewhere, under the provisions of existing Mutual Aid Agreements or for another Occurrence within either Central Frontenac or North Frontenac;
 - d) The Fire Chief or Designate may order the return of such personnel, apparatus or equipment that is responding to or is at the scene of an Occurrence in the Fire Area. In such cases the Fire Chief or Designate may summon assistance in accordance with Section 4. (b).
2. Central Frontenac will supply Fire Protection Services for responses to Ice Water Rescues, to all the properties and residents situated within North Frontenac (Schedule "C") upon request as follows:
 - a) Fire apparatus and personnel will respond to Ice Rescue occurrences in the Fire Area in a like manner as if the response were in Central Frontenac during the period between November 1 and April 30;

- b) Should the first on scene Fire Chief or Designate require assistance, or believe assistance may be required, by way of additional personnel, apparatus, or equipment, to an occurrence in the Fire Area, such assistance may be summoned by that Fire Chief or Designate from either municipality;
- c) The Fire Chief or Designate receiving a request for assistance may refuse to supply the resources requested if response personnel, apparatus or equipment are required in Home Fire Department area, or elsewhere, under the provisions of existing Mutual Aid Agreements or for another Occurrence within either Central Frontenac or North Frontenac;
- d) The Fire Chief or Designate may order the return of such personnel, apparatus or equipment that is responding to or is at the scene of an Occurrence in the Fire Area. In such cases the Fire Chief or Designate may summon assistance in accordance with Section 4. (b).

5. Municipal Responsibility

- a) Each party to this Agreement is responsible for providing appropriate training to its Fire Department pursuant to each Municipalities Fire Departments Training Standards and shall maintain records of training.
- b) Each party to this Agreement is responsible for ensuring their equipment and apparatus are maintained to the minimum provincial and/or national standards used in the Ontario Fire Service such as *Occupational Health & Safety Act*, *Canadian General Standards Board*, Ministry of Transportation, Ministry of Labour Section 21, the National Fire Protection Association, and maintain records of maintenance.

6. Incident Command

- a) The first arriving Fire Department will assume Incident Command and begin fire ground command functions. When the Home Fire Department arrives, a ranking Officer will contact the Incident Commander directly and, if it is decided that a transfer of command would benefit the situation or is desired by the parties, the Home Fire Department will assume command. The Incident Commander being relieved will provide a briefing to the Officer assuming command indicating situation status, assignment and tactical needs. Once the briefing has been conducted, confirmation of Incident Command transfer will be broadcasted over the radio to alert all fire ground personnel.
- b) In such an event, the first arriving Fire Department may release its personnel, apparatus and equipment from the scene within the Fire Area, upon agreement with Incident Command.

7. Liability

- a) Each party to this Agreement shall assume liability solely for their own Fire Department for any injury or damage sustained by personnel, apparatus, or equipment of the Fire Department while engaged in the provision of Fire Protection Services in the Fire Area.
- b) Each party to this Agreement shall assume liability for the actions or lack thereof taken by their own Fire Department and its members while engaged in the provision of Fire Protection Services in the Fire Area.
- c) Each party to this Agreement shall indemnify and hold the other harmless from and against all actions, suits, claims and demands which may be brought against or made upon the other and from all loss, costs, charges and expenses including legal costs ("Claims"), which may be incurred by the other party in consequence of the provision of Fire Protection Services to the Fire Area related to the action or inaction of that party.

8. Insurance

- a) Property Insurance: Broad Form Property Policy insuring against loss or damage to any kind of owned, rented or leased equipment or property that is being used or could be used to provide Automatic Aid Fire Protection Services pursuant to this Agreement not less than the full replacement cost.
- b) General Liability Insurance: General Liability Policy insuring against injury or damage to persons or property, underwritten by an insurer licensed to conduct business in the Province of Ontario with a limit of not less than \$25,000,000. This policy shall be endorsed to include cross-liability, contractual liability and personal injury.
- c) Medical Malpractice Insurance: Medical Malpractice coverage with a limit of not less than \$25,000,000. The coverage can be provided as a stand-alone policy or included in the coverage afforded by the General Liability Policy reference above.
- d) Non-owned Automobile Coverage: Non-owned Automobile coverage with a limit of not less than \$25,000,000 and shall include contractual non-owned coverage.
- e) Automobile Liability Insurance: Automobile Liability Policy covering third party property damage and bodily injury liability and all statutory coverages as may be required by Applicable Laws arising out of any licensed vehicle operating in connection with the Agreement with limits not less than \$25,000,000
- f) Environmental Coverage: Environmental Liability Policy in an amount of not less than \$3,000,000 per occurrence, against claims for bodily injury, including sickness, disease, shock, mental anguish, mental injury as well as injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair, cleanup or restoration of environmental impairments of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and gradual release. The policy will be renewed for three (3) years after contract termination. Should the policy be non-renewed, 90 days' notice of nonrenewal must be provided and the (Assisted Municipality) has the right to request that an extended reporting period be purchased at the (Assisting Municipality's) sole expense.
- g) All policies of insurance shall:
 - i. Be underwritten by an insurer licensed to conduct business in the Province of Ontario.
 - ii. Include a provision for Thirty (30) days' notice of cancellation except for Automobile insurance shall which shall provide fifteen (15) day notice of cancellation.
- h) Primary Coverage: The proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.
- i) Certificate of Insurance: The proponent's shall provide a Certificate of Insurance evidencing coverage in force at least ten (10) days prior to contract commencement.

9. Payment

- a) North Frontenac shall retain their respective rights as the Home Fire Department to be responsible for all fees, fines, charges, and bills that are assessed or collected from properties and owners for incidents occurring within their jurisdiction.
- b) Each party to this Agreement shall be solely responsible for the wages, benefits and other payments to their respective Fire Department employees and volunteers responding to any Fire Protection Services rendered under this Agreement.
- c) In consideration of the fire protection services undertaken by Central Frontenac, to be provided in the fire response area (Schedule A & B), North Frontenac shall pay Central Frontenac a rate of Five Thousand Dollars (\$5,000) annually as a stand-by fee, for services

outlined in Section 4.1.

- d) The North Frontenac Fire Department shall also reimburse Central Frontenac for responses to structure fires and ice water rescue provided per this Agreement, based on the current Ministry of Transportation rates to Fire Department responses to provincial highways.
- e) Central Frontenac shall submit itemized invoices to North Frontenac at the end of each calendar month and allow for payment to be made under the terms “Net thirty (30) days” from the date of submission.

10. Termination and Amendments

- a) This Agreement shall be in force for a period of one (1) year commencing on the date of passing of a by-law authorizing the agreement by both municipalities.
- b) This Agreement may be amended at any time with the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).
- c) Notwithstanding Section 10a) above, this Agreement may be terminated at any time prior to, by either party by giving written notice to the other party not less than 90 days prior to the proposed termination date.

Notwithstanding Section 10a) above, setting out the termination date of the Agreement, the Agreement may be extended by mutual consent of the parties indicated by appropriate correlating resolution and extension agreement being duly passed and executed by both parties hereto.

11. Notice

Notices and communications shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the parties, respectively, as set out below, or as either Party later designates to the other by Notice:

To Central Frontenac:

Township of Central Frontenac
Attention Fire Chief
1084 Elizabeth Street
Sharbot Lake, ON
K0H 2P0
Tel: 613-279-2935

Email: firechief@centralfrontenac.ca

To North Frontenac:

Township of North Frontenac
Attention Fire Chief
6648 Road 506
Plevna, Ontario
K0H 2M0
Tel: 613-479-2231 ext. 232

Email: Firechief@northfrontenac.ca

12. Severability

- a) In the event that any covenant, provision or term of this Agreement should at any time be held by any competent tribunal to be void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement which shall remain in force and effect mutatis mutandis.
- b) The parties hereto agree that they shall pass all necessary By-laws to give full force and effect to this Agreement.

In Witness Whereof the said Corporations have hereunto affixed their corporate seals duly attested by the hands of their proper officers.

The Corporation of the Township of Central Frontenac

Francis Smith
Mayor

Cathy MacMunn
Clerk Administrator

The Corporation of the Township of North Frontenac

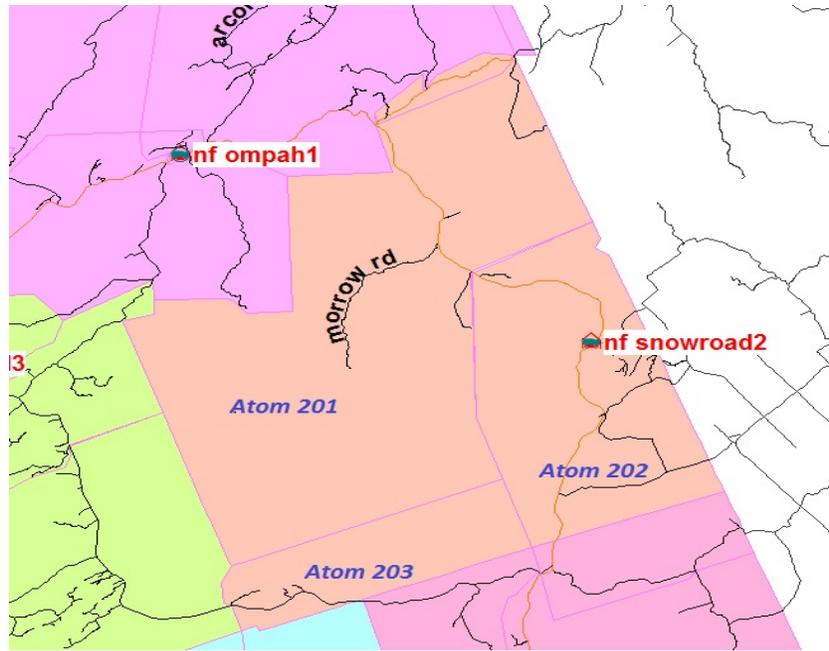
Gerry Lichty
Mayor

Tara Mieske
Clerk

Schedule "A"

The Corporation of the Township of Central Frontenac will provide Fire Protection Services under Automatic Aid to the areas of the Township of North Frontenac for Structure Fires, Atoms, 202, 203, as defined in the map in Schedule "B".

Schedule 'B'



Township of North Frontenac
Snow Road

Schedule "C"

The Corporation of the Township of Central Frontenac will supply Fire Protection Services under Automatic Aid to the areas of the Township of North Frontenac for responses to Ice Water Rescues in Wards 1, 2 and 3.

The Corporation of the Township of North Frontenac

By-law #44-23

Being a By-Law to Amend Zoning By-Law Number 55-19, as amended – Zone Change from ‘Recreational Commercial (RC)’ Zone to A Site Specific ‘Rural Exception Zone 7 (RU-X7)’ Zone; Part Lots 19 and 20, Concession 7, Geographic Township of Barrie, Township of North Frontenac; municipally known as 2769 Road 506.

Whereas pursuant to the provisions of Section 34 of the *Planning Act*, RSO 1990, the Council of a Municipality may enact by-laws regulating the use of lands and the erection of buildings and structures thereon;

And Whereas By-Law #55-19 regulates the use of land and the location, use and erection of buildings and structures within the Township of North Frontenac;

Now Therefore the Council of The Corporation of the Township of North Frontenac enacts as follows:

1. By-Law #55-19 of The Corporation of the Township of North Frontenac, as amended, is hereby further amended as follows:
 - 1.1 Schedule A of Zoning By-law #55-19, as amended, is hereby further amended to change the zoning of a parcel approximately 1.05 hectare (2.6 acre) in area located on the subject lands legally described as Part Lots 19 and 20, Concession 7, Geographic Township of Barrie, Township of North Frontenac; municipally known as 2819A Road 506 (PIN 361770443), from ‘Recreational Commercial (RC)’ Zone to ‘Rural Exception Zone 7 (RU-X7)’ Zone, as shown on Schedule ‘A’ attached to and forming part of By-Law Number XX-23;
 - 1.2 By adding the following Sub-section to Section 4.7.5 Exception Zones:
 - (f) **2769 Road 506**
RU-X7 – Part Lots 19 and 20, Concession 7, Geographic Township of Barrie
- (1) In addition to all other provisions of this by-law, the following shall apply:
- (a) All sewage disposal system components shall be located on the western half of the property. The western parcel of the subject lot is described as extending 135 metres (442 feet) east of the western property corner along the southern lot line (Road 506 road allowance), rotating 90 degrees north and extending up to the northern property line. No new septic systems shall be permitted on the eastern half of the subject property.

2. That all other provisions of By-Law #55-19 shall continue to apply.
3. That this by-law shall come into force and take effect on the date of final passing by the Council of the Township of North Frontenac, subject to the provisions of the *Planning Act, R.S.O, 1990*, as amended.

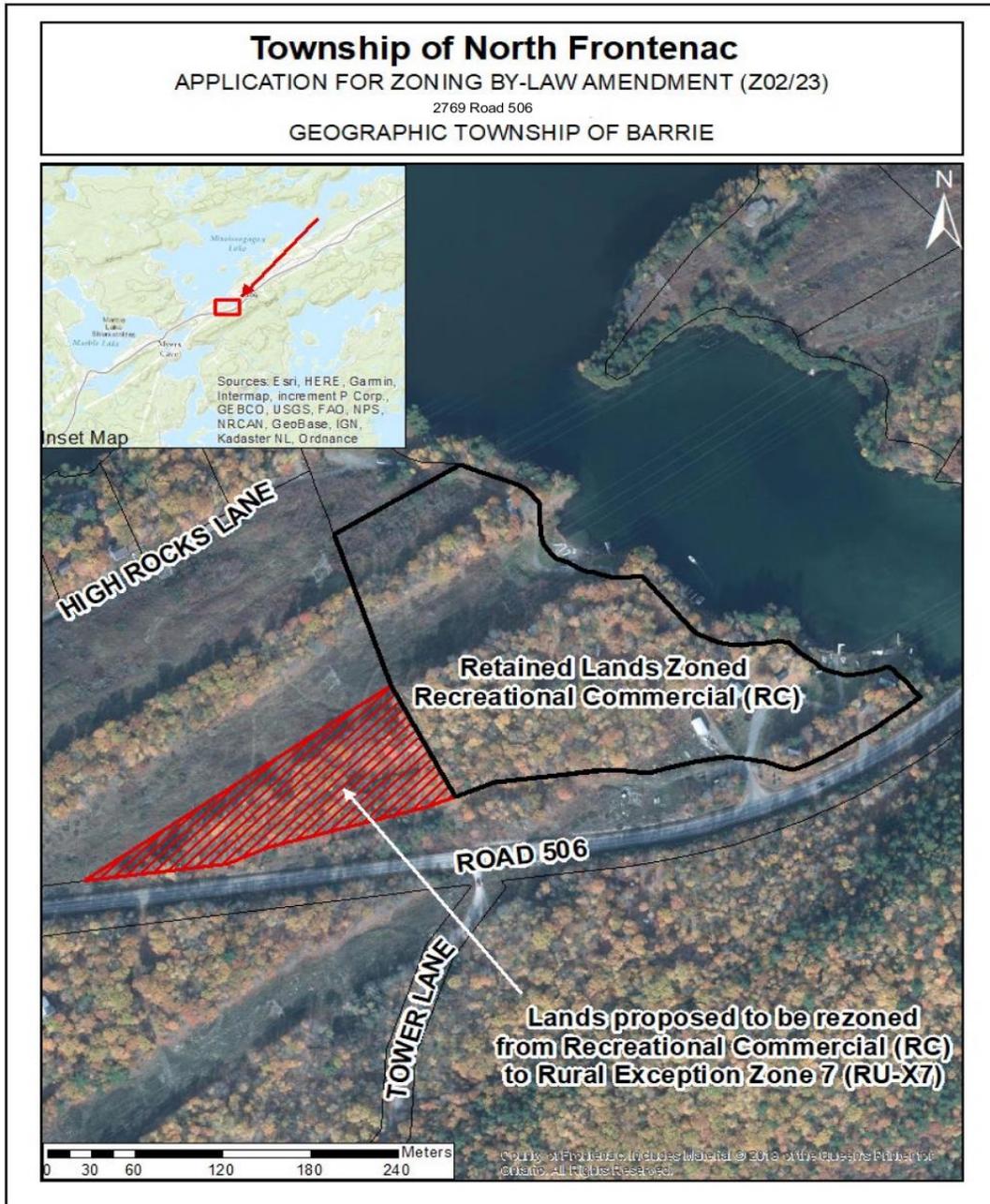
Read a first and second time this 29th day of June, 2023.

Read a third time and passed this 29th day of June, 2023.

Mayor

Clerk

Township of North Frontenac
Schedule 'A' to By-Law Number 44-23



The Corporation of the Township of North Frontenac

By-law #45-23

Being a By-law to Authorize the Mayor and Clerk to Enter Into a Rental Agreement on Behalf of the Corporation of the Township of North Frontenac with First Resource Management Group Inc.

Now Therefore the Council for the Corporation of the Township of North Frontenac enacts as follows:

That the Mayor and the Clerk are hereby authorized to execute a Rental Agreement on behalf of the Municipality with First Resource Management Group Incorporated in the form of the Agreement attached as Schedule "A" to this by-law;

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

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

Read a first and second time this 29th day of June, 2023

Read a third time and passed this 29th day of June, 2023

Mayor

Clerk

This Rental Agreement made this 15th day of July, 2023

Between:

The Corporation of the Township
of North Frontenac

(The "Lessor")

-and-

First Resource Management Group Inc.

(The "Lessee")

Now Therefore Witnesseth that in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the parties agree with each other as follows:

1. Premises

The premises is the space known as the office premises of the former Township of Barrie and located in the Barrie Community Hall, 14225 Highway 41, Cloyne, Ontario.

2. Term of Rental Agreement

This Rental Agreement is effective July 15, 2023 to July 15, 2024 with the option of cancellation by the lessee with two months' notice without penalty or further rent payments.

A new agreement shall be prepared and executed upon the expiration of this agreement if both parties mutually agree to continue this arrangement.

3. Monthly Rent

The monthly rent payment shall be \$830.91 per month plus H.S.T. for a total payable of \$938.93 on the first day of each month. Monthly rent will increase by 3% annually January 1st of each year for the term of this Agreement.

4. Deposit

The deposit in the amount of \$600.00 paid prior to occupation of the premises (July 1st, 1998) fulfills this condition.

5. Responsibilities of the Lessor

The Corporation of the Township of North Frontenac is responsible for:

- i) All energy costs and maintenance of lighting fixtures (Note: light bulbs excluded) and heating.
- ii) Snow plowing of parking lot.
- iii) Limited custodial services (vacuuming carpets once per month, cleaning of windows inside every three months and outside twice per year).
- iv) All required repairs to the building.

6. Responsibilities of the Lessee

First Resource Management Group Inc. (FRMG) is responsible for:

- i) Security of rental facilities.
- ii) Use of carpet protectors under desks.
- iii) Proper hangers for wall attachments.
- iv) The Tenant shall, at their expense obtain and keep in force during the term of the Rental Agreement, Commercial General Liability Insurance satisfactory to the Landlord and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily injury, Property Damage and Personal injury and shall include but not be limited to:
 - a. A limit of liability of not less than \$2,000,000/occurrence with an aggregate of not less than \$5,000,000.

- b. Add the Landlord as an additional insured with respect to the operations of the Named insured.
- c. The policy shall contain a provision for cross liability and severability of interest in respect of the Named insured.
- d. Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96).
- e. Products and completed operations coverage.
- f. Broad Form Property Damage
- g. Contractual Liability
- h. Owners and Contractors Protective
- i. The policy shall provide 30 days prior notice of cancellation.
- v) A Certificate of Insurance shall be provided annually to the Manager of Community Development.
- vi) Snow removal from office steps and landing.

7. Other Considerations

- i) Washroom facilities are located in the hall.
- ii) Lessee may use the kitchen facilities and hall space if it is not being used by other persons renting or using the hall.
- iii) Requests for major repairs will be reviewed by both parties and subject to Council approval.
- iv) Leasehold improvements and/or modifications will be subject to approval by the lessor. Arrangements concerning expenses incurred for same will be mutually agreed upon by the lessor and lessee.
- v) The lessor's representatives are permitted access to the municipal vault during the lessee's hours of operation and after telephone arrangements have been made.

The parties hereto have set their hands and seals to this Agreement as at the date first set out above.

Signed, Sealed and Delivered

The Corporation of the Township of North Frontenac
6648 Road 506, Plevna, ON K0H 2M0

Mayor

Clerk

First Resource Management Group Inc.
176 Lakeshore Dr., Suite #4
North Bay, ON P1A 2A8



Name: Yves Vivier
Title: VP of Forestry

I have authority to bind the Corporation

The Corporation of the Township of North Frontenac

By-law #46-23

Confirming By-law

Being a By-law of the Corporation of the Township of North Frontenac to confirm all actions and proceedings of the Council of the Corporation of the Township of North Frontenac for a Regular Council Meeting held June 29, 2023

Whereas Section 9 of the *Municipal Act, S.O.2001, c.25* and amendments thereto provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And Whereas Subsection 2 of Section 11 of the *Municipal Act, S.O. 2001, c.25* and amendments thereto provides that a lower-tier and an upper-tier municipality may pass by-laws respecting matters within the spheres of jurisdiction described in the Table to Subsection 2, subject to certain provisions;

And Whereas Section 5(3) of the *Municipal Act S.O. 2001, c.25* – A Municipal power, including a municipality’s capacity, rights, powers and privileges under Section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

And Whereas it is deemed expedient that the proceedings of the Council of The Corporation of the Township of North Frontenac for the June 29, 2023 Regular Council Meeting, be confirmed and adopted by by-law;

Now Therefore the Council of The Corporation of the Township of North Frontenac hereby enacts as follows:

1. That all actions and proceedings of the Council of The Corporation of the Township of North Frontenac taken at its Regular Council Meeting held June 29, 2023 be confirmed as actions for which The Corporation of the Township of North Frontenac has the capacity, rights, powers and privileges of a natural person;
2. That all actions and proceedings of the Council of The Corporation of the Township of North Frontenac at its Regular Council Meeting held June 29, 2023 in respect of each recommendation contained in the Minutes and each motion and resolution passed and other actions taken by the Council of The Corporation of North Frontenac at the Meeting, are hereby sanctioned, ratified and confirmed as if all such proceedings were expressly embodied in this By-law;
3. That the Mayor and proper officials of The Corporation of the Township of North Frontenac are hereby authorized and directed to do all things necessary, and to obtain approvals where required, to give effect to the actions passed and taken by Council at the said Meeting;
4. That this by-law shall come into force as of the final passing thereof.

Read a first and second time this 29th day of June, 2023

Read a third time and passed this 29th day of June, 2023

Mayor

Clerk