



**Regular Council Agenda - AMENDED  
September 22, 2023**

**Municipal Office - Council Chambers  
6648 Road 506, Plevna**

[Zoom Meeting Registration](#)

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Page

- 8
1. **Call to Order**
    - a) Public Notice regarding Recording of Meetings
  
  2. **Approval of Agenda**
    - a) September 22, 2023  
**Be It Resolved That** Council approves the Agenda dated September 22, 2023, as amended.
  
  3. **Disclosure of Pecuniary Interest and General Nature Thereof**
  
  - 9 - 11
  4. **Business Profile**
    - a) Clancy Electric  
**Be It Resolved That** Council receives for information the Business Profile of Clancy Electric provided by Paul Thiel, Economic Development Task Force (EDTF) Member.
  
  5. **Presentations**
    - a) Economic Development Task Force: Unveiling of Mural Projects  
  
**Artists:**  
Brian and Leanne Bailey  
Roxanne Bay  
Anne Garrett  
Sonja Alcock  
Michelle Ross
  
    - b) Brad McNevin, Quinte Conservation Authority (QCA)

12 - 53

**Be It Resolved That** Council receives for information a presentation from Brad McNevin, Chief Administrative Officer, Quinte Conservation Authority (QCA) regarding Programs and Services provided by QCA, and thanks him for his time spent today;

**And That** Council will consider a signing By-law at the October 13, 2023 Regular Council meeting to enter into a Memorandum of Understanding (MOU) for QCA to provide non-mandatory programs and services to the Township.

54 - 58

- c) Sally McIntyre, Mississippi Valley Conservation Authority: Category 2&3 Programs and Services Agreement

**Be It Resolved That** Council receives for information a presentation from Sally McIntyre, General Manager, Mississippi Valley Conservation Authority (QCA) regarding Programs and Services provided by QCA, and thanks her for her time spent today.

59 - 81

- d) CAO: Programs and Services Memorandum of Understanding with the Mississippi Valley Conservation Authority

**Be It Resolved That** Council receives for information the Chief Administrative Officer's Administrative Report entitled "Programs and Services Memorandum of Understanding with the Mississippi Valley Conservation Authority (MVCA)";

**And That** Council approves the draft Memorandum of Understanding with Mississippi Valley Conservation Authority (MVCA);

**And That** Council will consider a By-law later in the Meeting to sign the Memorandum of Understanding.

**6. Delegations**

None.

**7. Adoption of Minutes**

82 - 95

- a) Minutes of Meetings

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

1. A Special Meeting held on September 6, 2023 regarding the Township's Strategic Plan;
2. A Regular Meeting held on September 7, 2023; and
3. A Regular Meeting of the Personnel and Audit Committee dated September 12, 2023.

**8. Business Arising Out of Minutes**

96 - 99

- a) Resolution #480-22 - Township Statement of Intention Regarding Climate Change

**Whereas** at their meeting on December 16, 2022, Council passed Resolution #480-22 receiving for information Councillor Inglis's

Administrative Report entitled “Township Statement of Intention Regarding Climate Change’; and that the Township states its intention to consider climate change mitigation actions in future decision making processes; and that Councillor Inglis will meet with interested individuals and provide recommendations to Council;

**Therefore Be It Resolved That** Council receives for information an email dated September 2, 2023 from Jill Wylie, Resident, providing an article from Epoch Times about a World Climate Declaration from the Global Climate Intelligence Group; and Ms. Wylie advised she was disappointed that Council passed a Resolution about Climate Change that was worded in a way that seemed to be based more on ideology than scientific facts;

**And That** Ms. Wylie requested that Council remove the Resolution passed last winter about global warming or modify the Resolution in a way that is meaningful to North Frontenac residents;

**And That** Council recommends Mayor Lichty provide a response to Ms Wylie addressing her concerns, affirming her that the Township will not be rescinding the Resolution.

**9. Communications**

100

- 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

101 - 102

- B1. Sharbot Lake Interagency Group re: Invitation Building Community Connections

**Be It Resolved That** Council receives for information an email from Louise Moody, Executive Director, Rural Frontenac Community Services, advising the Sharbot Lake Interagency Group is hosting a meeting on September 28, 2023 to build connections with the agencies, service clubs and faiths serving the community; and extends the invitation to a member of Council to represent North Frontenac;

**And That** \_\_\_\_\_ will attend the meeting on behalf of Council.

103

- B2. Dave Dalman, Resident: Fire Guards, Fire Smart and Strategic Planning

**Be It Resolved That** Council receives for information an email dated September 5, 2023 from Dave Dalman, Resident, advising North Frontenac has been the site of several tornados, blowdowns and a derecho leaving significant amounts of dead wood in our forests; and the wood provides fuel for very hot and potential fast moving fires;

**And That**, as Mr. Dalman advised that North Frontenac hasn’t had forest fires for almost 100 years and there has been limited logging, he

encourages Council to include in North Frontenac’s Strategic Priorities a coordinated effort with the Ministry of Natural Resources and Forestry to establish an accelerated program of logging including fire guards around homes and cottages, accompanied by a Fire Smart Program;

**And That** Council will consider the suggestions from Mr. Dalman, along with all other comments received from residents, at their Strategic Planning Sessions;

**And That** Council encourages all residents to provide comments on the Strategic Plan through Engage Frontenac.

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

**Reports Requiring Action**

**104 - 105**

- a) Clerk/Planning Manager: Proposed 2024 Council Meeting Dates

**Be It Resolved That** Council receives for information the Clerk/Planning Manager’s Administrative Report entitled “Proposed 2023 Council Meeting Dates”;

**And That** Council instructs the Clerk to prepare the 2024 Council Meeting Schedule and provide it to Council for review at an upcoming meeting based on the following frequency, day of the week and time of day:

**106 - 108**

- b) Clerk/Planning Manager: Concession Road Allowance Closure – McNicol

**Be It Resolved That** Council receives for information the Clerk/Planning Manager Administrative Report entitled “Concession Road Allowance Closure – McNicol”;

**And That** based on the Policy for the sale and Disposition of Land not to sell Road Allowances which result in a negative impact on neighbouring owners land; Council denies the Application to close, stop up and sell this Road Allowance.

**And That** Council instructs the Clerk to advise the Applicant and adjacent property owners of Council’s decision.

**109 - 112**

- c) Clerk/Planning Manager: Shore Road Allowance Closure and Sale By-law – Williams and Whitton

**Be It Resolved That** Council receives for information the Clerk/Planning Manager’s Administrative Report entitled “Shore Road Allowance Closure and Sale By-law – Williams and Whitton”;

**And That**, as required by By-law #20-23,

- **All That Part** of the Shore Road Allowance adjacent to Lot 10, Concession 9 geographic Township of Miller, being Part 1 on Registered Plan 13R-22940 (Big Lake);
- **All That Part** of the Shore Road Allowance in front of Lot 8, Registered Plan 417, geographic Township of Miller, being Part 1 on Registered Plan 13R-22959 (Grindstone Lake);

be declared as surplus and sold to the adjoining owner. Appraisal of the properties are not necessary as these are Shore Road Allowances;  
**And That** Council will consider a By-law later in the meeting to Stop-up, Close and Sell a Portion of the Shore Road Allowance.

113 - 116

- d) Clerk/Planning Manager: Road Allowance Closure By-law – Barton Road – Whitton

**Be It Resolved That** Council receives for information the Clerk/Planning Manager’s Administrative Report entitled “Road Allowance Closure – Barton Road – Whitton”;

**And That**, as required by By-law #20-23,

- **All That Part** of Barton Road, adjacent to Lot 8 and Lot 8a, Registered Plan 417, geographic Township of Miller, being Part 3 on Registered Plan 13R-22959;

be declared as surplus and sold to the adjoining owner. Appraisal of the properties are not necessary as these are Road Allowances;

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

117 - 119

- e) Deputy Mayor Inglis: Possible Purchase of a Township Electric Vehicle

**Be it Resolved That** Council receives for information Deputy Mayor John Inglis’ Administrative Report entitled ‘Possible Purchase of a Township Electric Vehicle’;

**And That** purchase of an electric truck will not be considered until 2025 or later, and not before there are two or more competing brands available;

**And That** the Public Works Manager will consider purchasing a battery/electric sedan or SUV-type vehicle when a replacement is warranted.

120 - 135

- f) Public Works Manager: Action Plan Kashwakamak Waste Site Update

**Be It Resolved That** Council receives for information the Public Works Manager’s Administrative Report entitled “Action Plan Kashwakamak Waste Site Update”;

**And That** Council approves proceeding with the required site meetings and Ministry of Natural Resources and Forestry permit applications;

**And That** Council approves staff contacting the Ministry of Environment Conservation and Parks (MECP) to negotiate revising the schedule for Phase 2;

**And That** details regarding the additional funding required to complete the work will be brought forward for Council’s consideration during the 2024 budget process;

**And That** the Public Works Manager will report to Council regarding the outcome of the discussions with the MECP and the status of permits at a future meeting.

**Reports Received for Information Purposes Only**

None.

- 11. External Committees/Local Boards/Task Force Notes and Reports**  
136 - 138 a) Kaladar Barrie Joint Fire Committee  
**Be It Resolved That** Council receives for information the Minutes of a Meeting of the Kaladar Barre Joint Fire Committee dated May 25, 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)**  
None.
- 14. Council Portfolio Verbal Reports**  
139 - 140 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**  
141 - 176 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:
  - By-law #60-23 - Road Closing By-law - Williams and Whitton;
  - By-law #61-23 - Road Closure By-law - Whitton (Barton Road);
  - By-law #62-23 - To Sign MOU with MVCA;
  - By-law #63-23 - Fees and Charges By-law (Repeal 36-23 & 52-23).**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 Minutes of a Closed Meeting dated September 7, 2023; and
  - b. Consider Advice that is Subject to Solicitor-Client Privilege, specifically regarding Assumed Maintenance of a Road.
- 18. Rise and Report (Overview of the Closed Session by the Presiding Officer)**

**19. Confirmatory By-law**

- a) Confirming By-law #64-23

**Be It Resolved That** By-law #64-23, being a By-law to confirm all actions and proceedings of Council for its Regular Meeting held September 22, 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 October 13, 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 [firechief@northfrontenac.ca](mailto:firechief@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.

Clancy Electric  
1948 Harlowe Rd  
Arden, ON K0H 1B0  
613-336-3122  
Website: [www.clancelectric.ca](http://www.clancelectric.ca)  
Email: [clancelectric@outlook.com](mailto:clancelectric@outlook.com)  
Owner: Keith Clancy, master electrician

Clancy Electric was established in 2017 and moved to North Frontenac Twp in 2018. It took 9000hrs of training and schooling which allowed Keith to write and obtain his electrical license, then worked for another 3 years for a licensed electrical contractor to be eligible to write his master's license. After a total of 8 years training gave him the credentials to operate an electrical contractor business. His business is focused on supporting the need in North Frontenac Twp where he found it and does not venture outside the area unless the circumstances warrant it. With his two employees, another electrician and an apprentice, the area is keeping them busy. Keith also has a third employee, an in-house administrative assistant. His business is critical to the area being there is a lack of specific trades professionals in the area. He also sees prospects for more specific trades people being required if the area's population continues to grow as it has been. Continued success to Keith and his business keeping us all connected to the grid.







# Quinte CONSERVATION

*We do it for you!*  
your life. your home. your family.



QuinteConservation.ca

# Conservation Authority History



- Principles of the Conservation Authority Movement:

- Local initiative
- Cost Sharing
- Watershed based jurisdiction



**What is a watershed?**

# Quinte Conservation



- Community based environmental agency
- Provides cost-effective environmental expertise and leadership that develops and delivers programs to ensure the healthy coexistence between the community, its environment and its economy

**Our Mission** is to create a sustainable ecosystem where people and nature live in harmony.

**Our Vision** is to advance watershed knowledge and collective actions to strengthen our natural ecosystem.



*Rural Stewardship Projects*



*Environmental Service Projects*

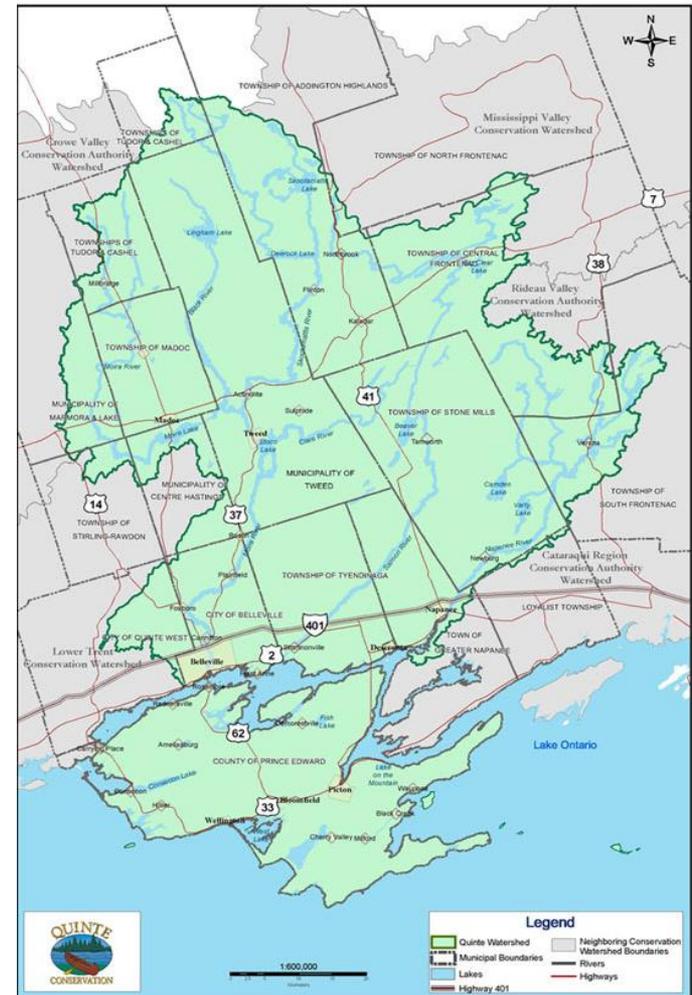


*Educational Programming in Schools*

# Quinte Conservation



- QC formed in 1996, amalgamation of MRW, NRW and PEC
- 6,000 square kilometre area
- Home to over 167,000 people living in 18 municipalities.
- Own over 30,000 acres of land



# Quinte Conservation Executive Board



- Representatives from 17 of 18 municipalities
- Representation is based on the municipalities population and outlined in the CA Act
- Recent changes to the Act require membership to be elected officials
- Budget is based on a Weighted vote
- All Other business each member gets a full vote



<i>Municipality</i>	<i>2023 Weight (%)</i>
City of Belleville	12.959
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Centre Hastings	1.533
Township of Madoc	1.198
Marmora and Lake	0.726
City of Quinte West	6.860
Stirling/Rawdon	0.441
Tudor and Cashel	0.411
Municipality of Tweed	3.344
Township of Tyendinaga	2.369
Addington Highlands	1.187
Town of Greater Napanee	6.208
Township of Stone Mills	4.764
Township of North Frontenac	0.047
Township of South Frontenac	3.646
Township of Central Frontenac	2.249
Town of Deseronto	0.640
Loyalist Township	0.353
Prince Edward County	12.573
Prince Edward County	12.573

# BUDGET - Sources of Funding



## Municipal Levy

- **General operating levy**
- **Special levy** - benefiting our special projects, which are projects that are carried out for the benefit of a specific municipality.



# BUDGET - Sources of Funding



## SELF-GENERATED REVENUES

Over the years, Conservation Authorities have had to increase their self-generated revenues and are constantly looking for new revenue sources.

Examples of these types of revenue are:

- **Development Service Fees** – Planning services and Regulatory permit fees associated with development charges. Includes property inspections, legal inquiries, surveys, etc.
- **Administrative Fees** – fees charged for payroll costs and overhead against a program or project. Quinte Conservation's administration fee is 10 - 15%
- **Special Levies** for the City of Belleville Dams (ice –control structures), Caton's Weir (Tweed – seasonally installed and removed), Downey's Weir (Centre Hastings – seasonally installed and removed), and for capital asset management for water infrastructure major maintenance.
- **Special Levies** for Forestry and Watershed Plans.
- **General Income** from investments, equipment rental, donations.

# BUDGET - Sources of Funding



## SELF-GENERATED REVENUES – CONTINUED...

- **Conservation Land Management Revenues** include property rentals for hunting and trapping, gate receipts at Deerrock Lake, and camping fees at Depot Lakes Campground.
- **Parking Fees** for use of conservation areas and boat launches.
- **Stewardship Services** including reforestation and education fees.



# BUDGET— Other Sources of Funding

- **Ministry of Natural Resources and Forestry (MNR)** - Transfer payments require annual agreement and strict guidelines (i.e. Section 39). Also, the provincial Water and Erosion Control Infrastructure fund, \$5 million which requires 50% matching. All 36 conservation authorities have access for major capital investments into water infrastructure maintenance.
- **Ministry of Environment, Conservation and Parks** - Source Water Protection
- **Environment Canada** – Bay of Quinte Remedial Action Plan funding,



# Quinte Conservation Strategic Plan



## The Four Drivers Toward Achieving Our Vision



Accelerating  
Advocacy



Boosting Well-  
Being



Advancing  
Environmental  
Science



Strengthening  
Brand Recognition



# Quinte Conservation Strategic Plan



## Our Program Areas



### Water Management

To protect life and property from the damages of flooding



### Water Management

To protect water quality and quantity



### Watershed Planning

Undertaken in collaboration with municipalities and other planning authorities for achieving water resource goals



### Conservation Land Management

To protect, enhance, and restore our natural lands contained within our conservation areas



### Conservation Education

In real-life contexts to help people understand and appreciate our natural resources and how to preserve them for future generations

# Water Resources — Flood Forecasting and Warning



## Regulatory Context

- Emergency Management Civil Protection Act
  - MNRF assigned the responsibility for flood emergencies
  - 1984 – MNRF delegated the flood forecasting and warning role to CAs
- CA Act, O.Reg. 686/21, S. 2

## Objective

- Communicate accurate and timely flood forecasts to municipalities and the public so that actions can be taken to protect people and property

## Funding

- MNRF Section 39 transfer payment
- Municipal levy



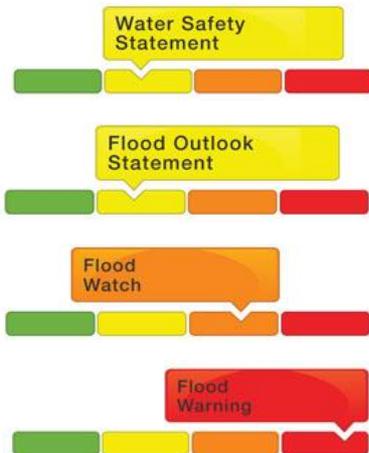
Photo: Tim Durkin, Quinte News

# Water Resources — Flood Forecasting and Warning



## What We Do

- Monitor conditions year-round
- Understand flooding risk factors
- Forecast floods
- Warn
- Educate
- Document



# Water Resources — Low Water Response



## Regulatory Context

- Emergency Management Civil Protection Act
  - MNRF assigned the responsibility for drought emergencies
  - In 2003, the Ontario Low Water Response Program was developed - MNRF delegated the low water response role to CAs

## Objective

- Communicate low water conditions and deliver programs to minimize the effects of low water conditions

## What we do

- Monitor and analyze conditions year-round
- Coordinate the Water Response Team



### LEVEL 3 LOW WATER CONDITION

This is the most severe low water level.  
Please reduce water usage by 50%.

#SaveWater



# Water Resources — Water Control Infrastructure



## Regulatory Context

- Section 21 of the Conservation Authorities Act gives Conservation Authorities the power to:
  - Control the flow of surface waters in order to prevent floods or pollution or to reduce the adverse effects thereof
  - Erect works and structures and create reservoirs by the construction of dams or otherwise
  - Acquire by purchase, lease or otherwise any land that it may require, and, ..., to sell lease or otherwise dispose of land so acquired
  - Research, study and investigate the watershed and to support the development and implementation of programs and services intended to further the purposes of this Act

## Objective

- Maintain structures to fulfill their design purpose
- Reduce liability associated with structures

## Funding

- MNRF Section 39 transfer payment
- Municipal operating levy
- Water & Erosion Control Infrastructure (WECI) grant
- Municipal capital levy



# Water Resources — Water Control Infrastructure



## What we do

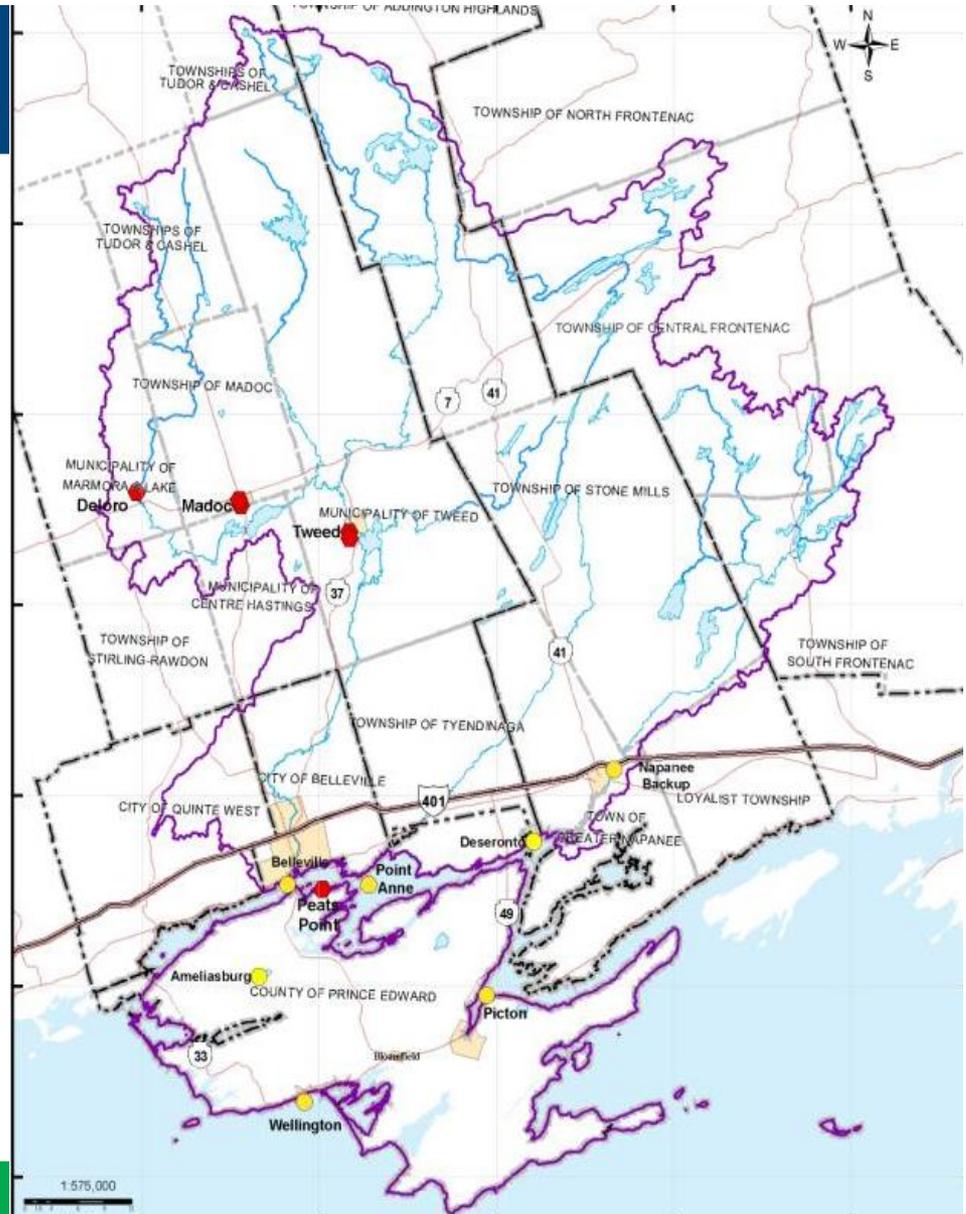
- 40 water control structures
- Operate
- Regular checks
- Annual engineering inspections
- Minor maintenance
- Capital maintenance
- Studies



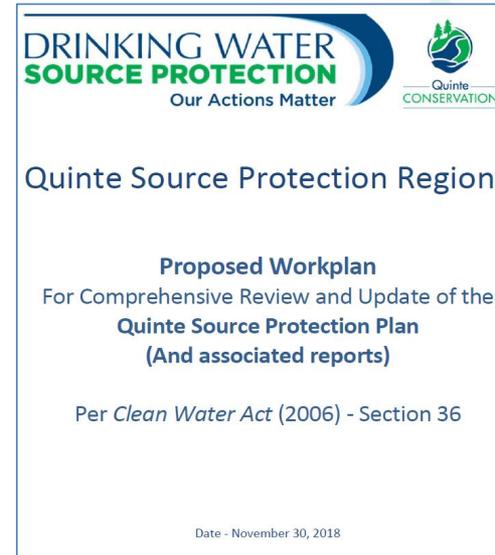
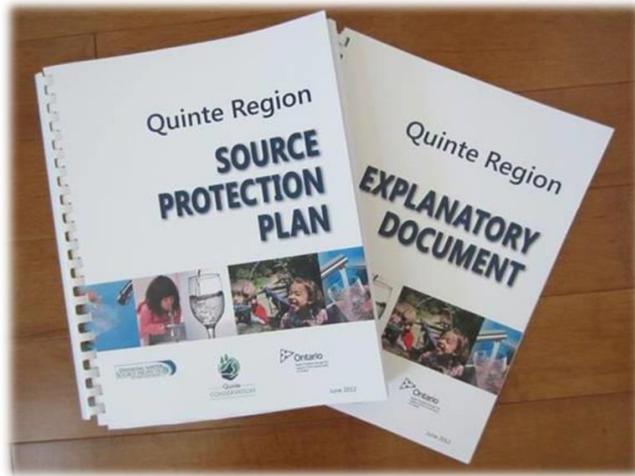
# Source Water Protection

## Why is Quinte Conservation involved?

- *Clean Water Act, 2006* calls for source protection regions in Ontario
- Quinte Source Protection Region has the same jurisdiction as Quinte Conservation.
- 11 municipal drinking water systems
  - Serve half of watershed residents
  - 4 groundwater systems
  - 7 surface water systems



# Source Protection Plan



- Effective January 1, 2015
- Available at: [www.quintesourcewater.ca](http://www.quintesourcewater.ca)

- Submission due July 2023
- 22 new policies proposed
- Amendments to majority of policies
- Consultation periods coming soon!

# SWP - Risk Management Services



# Planning and Regulations Program



## Purpose

- Protect people and property from flooding and other Natural Hazards
- Reduce the necessity for public/private expenditures for emergency operations and restoration
- Regulate flood plains/hazardous lands/wetlands
- To ensure that the control of flooding, erosion, dynamic beaches, pollution and/or conservation of land will not be affected by the development

## Natural Hazards

### Great Lake Shorelines

Flooding  
Wave setup & uprush  
Erosion  
Dynamic Beaches

### River or Stream Valleys

Flooding  
Erosion

### Hazardous Lands

Unstable Bedrock

# What does Quinte Conservation Review?

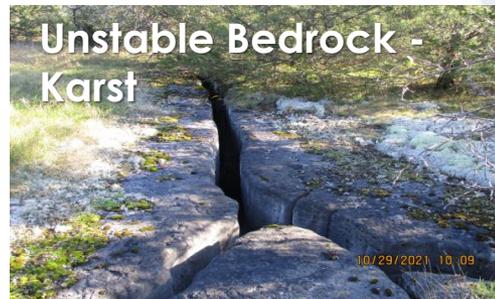


## Development Activities within Regulated Areas

- Construction, re-construction, erecting or placing of a building or structure of any kind
- Site grading
- Temporary or permanent placing, dumping, or removal of any material, originating on the site or elsewhere
- A change of use to the existing structure, increasing the size, or increasing the number of dwelling units in the structure

## Applications Submitted under the Planning Act

- Official Plans
- Zoning Bylaws
- Consents
- Subdivisions
- Zoning Amendments
- Site Plans
- Variances



# Monitoring Programs



- Provincial Programs:
  - Provincial Ground Water Monitoring Program (PGMN)
  - Provincial Water Quality Monitoring Program (PWQMN)
  - Ontario Benthic Biomonitoring Network (OBBN)
  - Climate Change Station
  - Snow Course Survey
- Bay of Quinte Remedial Action Plan:
  - Bay of Quinte Long-Term Monitoring Program
  - Bay of Quinte Coastal Wetland Monitoring
  - Water Soldier Monitoring
- External Partnership Programs:
  - Fisheries Monitoring
  - Wetland Rehabilitation Projects
- Additional Programs:
  - Baseflow
  - Supporting QC's departments with monitoring

# Conservation Lands – Properties



## 30,000 acres (or 12,000 ha)...Why own so much property?

- Provides insurance against flood flows and droughts (wetlands release water slowly – Green Infrastructure)
- Protects soil and water quality (absorbs pollution)
- Buffers against large scale changes in land use (changes in economic value and vacant land)
- Encourages ecotourism & outdoor recreation (provides for local economy)
- Provides public education, demonstration, and academic research sites
- Protects sensitive ecosystems and species
- Provision of forest products and employment
- Land holding for the long term interest of the public
- Climate mitigation



# Conservation Area – Stewardship & Outreach



- Restore habitat with native species that support wildlife and work to restore diverse landscape. Involve students and community volunteers.
- Manage invasive species – slow the spread of new invasives and protect local biodiversity. Deliver community outreach through workshops, landowner information, educational videos.
- Provide and install nesting boxes with students and community volunteers.
- Create and install interpretive signage and create educational videos, brochures, and posters to educate visitors and encourage good land stewardship actions on their own properties.

## [VIDEOS Quinte Conservation YouTube Channel \(2021-2021\)](#)

### **Prairie Restoration at Sidney Conservation Area (2022)**

[https://www.youtube.com/watch?v=N1\\_yzDX\\_VNE&t=69s](https://www.youtube.com/watch?v=N1_yzDX_VNE&t=69s)

### **Himalayan Balsam Invasive Species Removal at Delhi Park**

<https://www.youtube.com/watch?v=kBh7qLBUoDs>

### **Japanese Knotweed - Invasive Species**

<https://www.youtube.com/watch?v=NUAeXAeV3Lo>

### **Garlic Mustard – Invasive Species - Potter’s Creek Removal**

<https://www.youtube.com/watch?v=ywWSfklHuVA>

### **H.R. Frink Deciduous Tree Identification**

[https://www.youtube.com/watch?v=luU7ynYh\\_vg&t=29s](https://www.youtube.com/watch?v=luU7ynYh_vg&t=29s)

### **H.R. Frink Coniferous Tree Identification**

<https://www.youtube.com/watch?v=E8Y2LLJodF0&t=33s>

### **Quinte Conservation's Green Infrastructure Project – Raingarden Project at Potter’s Creek CA (QC Main Office)**

<https://www.youtube.com/watch?v=j9lbP8Da8n0>



# Community Trees–Tree Seedlings/Public Lands Planting Program



## Community Tree Seedlings - Spring Giveaway Events

- Sponsored by participating Municipalities & Community Groups
- Subsidized by the Forest Ontario's Over-the-Counter Tree Subsidy (\$0.25 per tree)

## Landowner Tree Seedling Sales (minimum quantity of 100)

- Subsidized by the Forest Ontario's Over-the-Counter Tree Subsidy (\$0.25 per tree)

## Community Trees Park Planting Events

- Restoring urban forests, restoring natural shorelines
- Grant Supported (In 2022, 3000 plants were supported through TDFEF & Tree Canada for planting on public lands including municipal parks and CAs).



Select trees and shrub seedlings are available in limited numbers to residents of the following municipalities.

CENTRE HASTINGS	TRINITY UNITED CHURCH, MADOC	APRIL 30, 2022	9AM-12PM*
CITY OF BELLEVILLE	MARKET SQUARE, BELLEVILLE	APRIL 30, 2022	9AM-12PM*
COUNTY OF PRINCE EDWARD	DELHI PARK, LALOR ST. PICTON WELLINGTON COMMUNITY CENTRE	APRIL 30, 2022	8AM-2PM*
MARMORA & LAKE	MARMORA FAIRGROUNDS	APRIL 30, 2022	9AM-12PM*
TWEED	TWEED ARENA	APRIL 30, 2022	9am-10am
TOWN OF GREATER NAPANEE	STRATHCONA PAPER CENTRE	APRIL 30, 2022	9AM-12PM*
STIRLING-RAWDON	STIRLING-RAWDON MUNICIPAL OFFICE	MAY 7, 2022	9AM-12PM*
QUINTE WEST	QW PUBLIC WORKS OPERATIONS CENTER WOOLER COMMUNITY PARK FRANKFORD ARENA TUCKERS CORNERS	MAY 7, 2022	7am-3pm*

\*OR UNTIL QUANTITIES LAST

Bring a pail for your seedlings.  
Keep roots dark, cool and moist.  
Plant as soon as you can.



## Any Questions?



**Brad McNevin**

613-968-3434 ext. 103

[bmcnevin@quinteconservation.ca](mailto:bmcnevin@quinteconservation.ca)



[@quinteconservation](#) [@quinteca](#) [@quinteconservation](#) [@quinte\\_conservation](#)

**Memorandum of Understanding**

**THIS MEMORANDUM OF UNDERSTANDING** made the      day of      , 2023.

B E T W E E N:

**CITY/COUNTY/TOWNSHIP OF \_\_\_\_\_**  
("the **Municipality**")

OF THE FIRST PART

- and -

**QUINTE CONSERVATION AUTHORITY**  
("the **QCA**")

OF THE SECOND PART

Hereinafter the Municipality and the QCA shall collectively be referred to as the "**Parties**"

WHEREAS the QCA is a Conservation Authority established under the *Conservation Authorities Act* ("Act") and is governed by its members appointed by participating municipalities in accordance with the Act;

AND WHEREAS the Municipality is located wholly or in part within the area under the jurisdiction of the QCA;

AND WHEREAS the Act permits the QCA to provide non-mandatory programs and services under a Memorandum of Understanding or such other agreement as may be entered into with a Municipality;

AND WHEREAS the QCA is prepared to provide certain non-mandatory programs and services to the Municipality;

AND WHEREAS the Municipality wishes to avail itself of those programs and services described in this Memorandum of Understanding (MOU) and to pay the amount charged by the QCA for those programs and services;

NOW THEREFORE, in consideration of the terms of this Memorandum of Understanding and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**1. Entire Memorandum of Understanding**

1.1. This MOU, together with:

Schedule "A" -      Category 2 Programs and Services

Schedule "B" -      Category 3 Programs and Services

constitutes the entire MOU between the Parties with respect to the subject matter contained in this MOU and supersedes all prior oral or written representations and agreements.

1.2 This MOU will be posted publicly on the QCA's website to comply with requirements under the *Conservation Authorities Act*.

**2. Definitions**

2.1 In this MOU:

"Category 2" means the municipal programs and services that the QCA hereby agrees to provide at the request of and on behalf of the Municipality; and

"Category 3" means the programs and services that the QCA's Board wishes to provide on behalf of the

watershed to further the *Conservation Authorities Act* under a cost apportioning agreement amongst participating municipalities who agree to the implementation of the programs and services, as outlined in the QCA's Programs & Services Inventory.

**3. Term of Memorandum of Understanding**

3.1 The initial term of this MOU shall commence on the date this MOU is signed by the Parties and shall, subject to the renewal provisions of this MOU, end on December 31, 2028 ("the Initial Term").

3.2 Unless this MOU has been terminated early in accordance with the terms or conditions of this MOU, the MOU shall be automatically renewed for a five (5) year term from December 31, 2028 ("**Renewal Term**"), on the same terms and conditions contained herein.

3.3 This MOU shall be reviewed by the Parties prior to the expiry of the Initial Term and each Renewal Term. It is the QCA's responsibility to initiate the review with Municipality at least one hundred and twenty (120) days prior to the expiry of the Initial Term or Renewal Term, as the case may be.

3.4 Subject to the provisions of Clause 9 of this MOU, the terms and conditions of this MOU may be amended at any time with the mutual written consent of both of the Parties.

**4. Fees and Payment**

4.1 The cost structure for the programs and services provided in Schedule A and Schedule B shall be based on the actual costs to the QCA of providing the programs and services.

4.2 An increase will be applied to the total fees for the programs and services provided in Schedule A and Schedule B effective January 1 in each calendar year and will be no less than the same percentage as the QCA's overall levy increase.

4.3 The fees apportioned to the Municipality will be calculated annually using the benefit-based apportionment method for Schedule A services and the Municipal Current Value Assessment (MCVA) apportionment method for Schedule B services. The MCVA apportionment method shall be based on the ratio that the Municipality's modified current value assessment is of all participating municipalities. The amount of the fees apportioned to the Municipality shall be provided annually at least 30 days before the meeting at which the budget is approved.

4.4 In addition to the foregoing cost structure for programs and services provided in Schedule A and Schedule B, the QCA may charge a user fee in the delivery of any programs and services listed, as appropriate.

4.5 The Municipality shall pay the QCA all fees and charges as invoiced by the QCA pursuant to this MOU within sixty (60) days of the date of the invoice.

**5. Notice**

Any notice in respect of this MOU shall be in writing and shall be sufficiently given or made if made in writing and either delivered in person during normal business hours of the recipient on a business day to the Party for whom it is intended to the address as set out below, or sent by registered mail or by email addressed to such Party as follows:

(1) in the case of the Municipality, to:

MUNICIPALITY - \_\_\_\_\_  
ADDRESS - \_\_\_\_\_

Attention:  
Email:

(2) in the case of the QCA, to:  
Quinte Conservation  
2061 Old Highway # 2  
Belleville, ON K8N 4Z2

Attention: Brad McNevin, Chief Administrative Officer  
Email: [bmcnevin@quinteconservation.ca](mailto:bmcnevin@quinteconservation.ca)

or to such other addresses as the Parties may from time to time notify in writing, and any notice so made or given shall be deemed to have been duly and properly made or given and received on the day on which it shall have been so delivered or, if mailed, then, in the absence of any interruption of postal service affecting the delivery or handling thereof, on the third business day after the date of mailing.

## **6. Force Majeure**

Neither Party shall be in default with respect to the performance or non-performance of the terms of this MOU resulting directly or indirectly from causes beyond its reasonable control (other than for financial inability) that could not reasonably have been foreseen, including, without limitation, any delay caused by war, invasion, riots, acts of terrorism or sabotage, acts of government authority (other than by the Municipality), plague, epidemic, pandemic, natural disaster, strike, lock-out, inability to procure material, acts, laws or regulations of government authority or other cause beyond the reasonable control of such Party and not caused by the act or omission of such Party, and the performance of such term or terms shall be extended for a period equivalent to the period of such delay. This provision should not relieve the Municipality of its obligation to pay fees and costs when due.

## **7.0 General**

7.1 The QCA shall not hold itself out as an employee of the Municipality.

7.2 The QCA may subcontract all or any portion of the programs or services in its sole discretion, provided that any such subcontracted program(s) or service(s) conforms to the terms of this MOU. Nothing contained in this MOU will create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the Municipality. No subcontract will relieve the QCA from any obligation under this MOU or impose any liability on the Municipality unless otherwise agreed to in writing.

7.3 The QCA will maintain confidentiality of any information provided by the Municipality and identified as confidential and will limit disclosure of such information to only those individuals who require access to the information in order to complete the program or service, or as required to be disclosed by law.

7.4 Notwithstanding the foregoing, the Municipality acknowledges and agrees that all programs and services identified in Schedule "A" shall also be included in a Watershed-based Resource Management Strategy that the QCA is required to develop and implement under the *Conservation Authorities Act*.

## **8. Dispute Resolution**

If requested in writing by either Party, the Parties shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the Parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration. The arbitrator shall be appointed by the agreement of the Parties.

No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either of the Parties.

The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the Parties.

The provisions of the Arbitration Act, R.S.O., 1991, Chapter 17, as amended shall apply.

#### **9. Early Termination**

This MOU shall terminate automatically upon either Party providing the other Party with prior written notice of their intention to terminate this MOU given no less than one-hundred and eighty (180) days and no more than three hundred (300) days prior to the end of such calendar year. Upon such written notice of intention to terminate this MOU being given in any calendar year during the Initial Term or Extension Term, the date that is the last date of such calendar year or such date as may be otherwise agreed to by all Parties in writing, shall be the "Termination Date". In the event this MOU is terminated, any operating expenses and costs incurred by the QCA for providing services to the Municipality shall be paid by the Municipality up to and including the Termination Date.

#### **10. Termination**

Upon a termination notice being given, the QCA shall be entitled to operational and capital costs reasonably incurred up to the date of the termination notice and all ongoing fixed costs incurred in reliance on the funding commitment of the Municipality. The Municipality shall pay the QCA within thirty (30) days of termination.

#### **11. Insurance**

Both Parties agree to obtain and maintain in full force at all times, Certificates of Insurance for commercial general liability at a minimum level of five million dollars (\$5,000,000) and shall add the other Party as a named insured.

#### **12. Execution**

This MOU may be executed in counterparts in writing or by electronic signature and delivered by mail, facsimile or other electronic means, including in Portable Document Format (PDF), no one copy of which need be executed by all of the Parties, and all such counterparts together shall constitute one MOU and shall be a valid and binding agreement among the Parties hereto as of the date first above written.

#### **13. Severability**

If any term or provision of this MOU shall to any extent be held to be invalid or unenforceable, the remainder of this MOU shall not be affected thereby, and each term and provision of this MOU shall be separately valid and enforceable to the fullest extent permitted by law.

#### **14. Successors**

This MOU shall ensure to the benefit of and be binding upon Parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF** the Municipality and the QCA have signed this Memorandum of Understanding.

**MUNICIPALITY:**

\_\_\_\_\_  
Name  
Position

\_\_\_\_\_  
Name  
Position

I / We have authority to bind the Municipality.

**QUINTE CONSERVATION AUTHORITY**

\_\_\_\_\_  
Brad McNevin  
Chief Administrative Officer/Secretary-Treasurer

\_\_\_\_\_  
Chris Malette  
Chair

I / We have authority to bind QC.

## **Appendix A – Category 2 Programs and Services**

**(Only applicable to Centre Hastings, City of Belleville, Deseronto, Madoc, Marmora and Lake, Prince Edward County, Town of Greater Napanee and Tweed)**

### **1. DRINKING WATER SOURCE PROTECTION**

Quinte Conservation has been operating under an existing agreement to provide the Source Water Protection Part IV Enforcement services Since 2019/2020. This agreement will supersede the Existing Agreements and ensure compliance with the changes brought forward by the Province of Ontario. Appendix A Section 1 of the agreement only applies to the following municipal partners - Centre Hastings, City of Belleville, Deseronto, Madoc, Marmora and Lake, Prince Edward County, Town of Greater Napanee and Tweed.

#### **Goals:**

The goals of the service agreement between the municipality and Quinte Conservation are:

- a) To delegate Part IV responsibilities from the Municipality to the Conservation Authority by appointing the Conservation Authority to carry out enforcement under Part IV of the Act within the Municipality, and
- b) To administer and enforce Part IV responsibilities for all lands located within the Municipality's jurisdiction from the regional Quinte Conservation Risk Management Office. This includes lands within the vulnerable areas surrounding the municipal Drinking Water System.
- c) To delegate education and outreach responsibilities from the Municipality to the Conservation Authority related to *Policy-G-1: Education and Outreach* in the *Quinte Region Source Protection Plan*.

#### **General Conditions:**

- d) Under section 4 of the Act, the Quinte Conservation Authority serves as the Source Protection Authority for the Quinte Source Protection Area. Ontario Regulation 284/07 under the Act designates the participating municipalities for the Quinte Conservation Authority when it acts as the Source Protection Authority under the Act.
- e) The Act states that municipalities are responsible for Part IV enforcement of Source Protection Plans. The Act further provides that a municipality may enter into an agreement for the enforcement of Part IV by a board of health, a planning board, or a Source Protection Authority.
- f) This Agreement shall be applicable to all lands located in the Municipality that are subject to Part IV of the Act.
- g) The Conservation Authority shall faithfully carry out its duties hereunder on a fee for service basis in accordance with the Act, the Quinte Region Source Protection Plan (as amended from time to time), this Agreement, and any other applicable legislation.
- h) The Conservation Authority will appoint such Risk Management Officials and Risk Management Inspectors as are necessary pursuant to subsection 48 (2) of the Act and shall issue a certificate of appointment to the Risk Management Officials and Risk Management Inspectors as per subsection 48 (3) of the Act.
- i) The Risk Management Officials and Risk Management Inspectors will be qualified as prescribed by the Regulation.

### **1.1 Risk Management Official/Risk Management Inspector Services**

#### ***Quinte Conservation Authority Responsibilities:***

- i) Appointing Risk Management Officials and Risk Management Inspectors as necessary for the administration and enforcement of Part IV of the *Clean Water Act* (Act) under this MOU, and who are qualified in accordance with the provisions of Section 53 of the Act.
- ii) Providing Restricted Land Use mapping to the participating municipalities and establishing protocols, in consultation with municipal staff, to facilitate information sharing.
- iii) Inspecting, monitoring and ensuring compliance with prohibition policies under Section 57 of the Act and with risk management plans under Section 58 of the Act.
- iv) Reviewing all development, building permit and land use planning applications for properties within the areas designated as Restricted Land Use in the Quinte Source Protection Plan and issuing notices with respect to Restricted Land Use under Section 59 of the Act prior to those applications proceeding
- v) Negotiating or, if negotiations fail, establishing risk management plans with persons (business owners, landowners, tenants, and others) engaged or proposing to engage in an activity and at a location designated under Section 58 of the Act, as identified under the Quinte Source Protection Plan
- vi) Charging fees for the establishment of a Risk Management Plan, where negotiations have failed
- vii) Making resolutions under s.55 of the Act, as deemed necessary
- viii) Reviewing and accepting risk assessments that meet the requirements of Section 60 of the Act
- ix) Maintaining adequate records of all documents and materials used in performing the duties required under this Agreement, and in accordance with s. 54. (1) of the Act and making records available to the public when required to do so and to the Participating Municipalities on request
- x) Preparing documentation for and making provisions for staff to attend Ontario Land Tribunal Hearings if required
- xi) Using powers of entry on properties where required, as detailed in Section 62 of the Act, and obtaining inspection warrants from a court when required
- xii) Issuing orders and notices and exercising any other powers set out under Part IV of the Act to ensure compliance with the Quinte Source Protection Plan
- xiii) Reporting annually on activities to the Participating Municipalities and Source Protection Authority as required under the Act

***Participating Municipalities Responsibilities:***

Circulate to the Risk Management Official the following items for review and response for properties within the areas designated as Restricted Land Use in the Quinte Source Protection Plan:

- i) building permit applications and preliminary inquiries for building permits
- ii) municipal by-laws that potentially impact land use activities
- iii) land use planning proposals and applications
- iv) other inquiries and applications relating to changes in land use activities

**1.2 Source Protection Education and Outreach**

**Objective 1 - General Awareness**

- Increase general awareness of the overall Source Protection Program

**Objective 2 - Municipal Water System Customers**

- Increase awareness of municipal drinking water systems among all municipal water users, with a focus on where water comes from, how it is treated to ensure it is safe to drink, and the connection between land use practices and water quality.

**Objective 3 - Best Management Practices**

- Facilitate best management practices on private properties by providing information and motivating behavioural changes regarding drinking water threats set out in the Quinte Region Source Protection Plan.
- Update and development of outreach materials for significant drinking water threats, as needs arise. Creation and distribution of promotional material.
- Updates to the Quinte Conservation Source Water Protection website page, as required.
- Provide information and links to municipalities for website and newsletters.
- Distribution of material through mail outs and door-to-door delivery as required.
- Make use of municipal opportunities for distribution of information.
- Use of Quinte Conservation social media (e.g. Facebook).
- Incorporation of Source Protection messaging at appropriate events (e.g., Plowing match, trade shows, municipality-hosted event upon request).
- A continued support system for the municipalities and public for queries about Source Protection.
- A continued support system for the Risk Management Officials.
- Reporting - Quarterly reporting to the QC Board of Directors, annual report to Municipalities.

## **2. MOIRA LAKE WEIR INSTALLATION (DOWNY'S RAPIDS)**

Quinte Conservation staff install, remove, and maintain a seasonal recreation weir at the outlet of Moira Lake. This weir is an important structure to ensure residents of Centre Hastings can enjoy the lake throughout the summer. All expenses for the installation, removal and maintenance are covered by the Municipality of Centre Hastings. Quinte Conservation's 10-year capital asset management plan for our water management structures includes the Moira Lake weir.

## **3. STOCO LAKE WEIR INSTALLATION**

Quinte Conservation staff install, remove, and maintain a seasonal recreation weir at the outlet of Stoco Lake. The weir is an important structure to ensure residents of Tweed can enjoy the lake throughout the summer. All expenses for the installation, removal and maintenance are covered by the Municipality of Tweed. Quinte Conservation's 10-year capital asset management plan for our water management structures includes the Stoco Lake weirs.

## **4. BELLEVILLE ICE CONTROL STRUCTURES**

Quinte Conservation staff maintain the Belleville Ice Control Structures on the Moira River in the City of Belleville. These structures maintain head-ponds to promote formation of a solid ice sheet in the winter, the ice sheet insulates the river, reducing frazil ice generation. The ice booms hold the ice sheet in place to reduce potential ice jamming. All expenses related to testing of low flow valves, vegetation clearing, in-water inspections of the ice booms, replacement of deteriorated components, and fastening, clearing, and repositioning of the booms are covered by the City of Belleville. Quinte Conservation's 10-year capital asset management plan for our water management structures includes the Belleville Ice Control Structures.

## **Appendix B – Category 3 Programs and Services**

### **1. SURFACE WATER QUALITY MONITORING PROGRAM**

Surface water quality monitoring at 322 baseflow sites, 9 Long-term Monitoring Open water sites, 4 tributary sites (in addition to PWQMN), Lake Ontario nearshore water monitoring at area beaches, coastal wetland monitoring of Bay of Quinte Area of Concern, benthic monitoring at 48 OBBN sites across the watersheds. Costs include staff, equipment and calibration, sampling, analysis, and reporting. The information is used for watershed report cards and watershed project prioritization as part of the mandatory reporting requirements to the province.

### **2) EDUCATION AND OUTREACH SERVICES**

The portion of the education and outreach program not directed to mandated programs primarily centered on watershed and natural environment curriculum. These are curriculum-based education programs for elementary and secondary students. These programs focus on local watersheds, ecosystems, and environmental issues. Programs take place at schools (indoors and outdoors), field trips to conservation areas and community parks and through online learning.

Education and outreach programs and community events to assist in achieving the objectives of the conservation authority. These programs are open to people of all ages.

### **3) LANDOWNER STEWARDSHIP SERVICES**

The stewardship and restoration services have some key components: one-on-one technical assistant to watershed landowners, connecting landowners with cost-share funding, and the reforestation services. These projects reduce the risk to life and property from natural hazards, protect water quality and quantity, improve forest conditions, increase biodiversity, and make the watersheds more resilient to climate change. These services when applied across the entire watershed improve the health of the entire system. Examples include the annual native plant and wildflower sales, private land stewardship including tree planting, guided conservation area field trips, webinars, 50 Million Tree program, etc.

#### **3.1 Private Land/Rural Stewardship Program**

Our program is designed to work with property owners to implement Best Management Practices to mitigate flood and erosion hazards, improve and protect water quality, restore floodplains and river valleys, reduce nutrient contamination, restore, and enhance wetlands to reduce flooding peaks and augment low flow, management of terrestrial non-native invasive species, protect groundwater, and improve aquatic species at risk habitat. Includes partnership programs with Lower Trent CA. Apply for and manage external funding, promote private land stewardship, outreach, provide technical advice and design assistance, participation on technical working groups, etc.

#### **3.2 Tree Planting and Forestry Services**

Forestry services including initial site visit to determine if landowners would qualify for a large-scale tree planting and then pass them onto the 50-Million Tree Program local delivery agent. Private woodlot stewardship, technical assistance, link to funding programs to maintain form and function of watershed forest cover. Our goal will be to build on this service in partnership with other lead agencies.

### **4) DEPOT LAKES CAMPGROUND**

Operate a campground and associated facilities at the Depot Lakes Conservation Area in Verona (Township of Central Frontenac) that provides seasonal and interior camping opportunities. This service operates on a cost recovery basis.

#### **5) GREEN ENERGY PROGRAM MCLEOD DAM HYDRO FACILITY**

Own and operate a hydro facility and associated infrastructure at an existing water control structure within the City of Belleville. McLeod Dam Hydro Facility was established in 2008 to provide power to 400 homes. The facility has a Feed In Tariff (FIT) contract until August 2028 and a loan set to expire in November 2028. As a member of the Ontario Waterpower Association (OWA) we have been actively participating in the discussions regarding contract renewal for the sale of the energy produced.

### Quinte Conservation Authority Inventory of Programs and Services

Program Area	Program/Service and Subservices	Description	Category (1) Mandatory, (2) Municipal, (3) Other	Category Rationale	Program Cost Estimate (\$)	Funding mechanism and percentage of costs
<b>Natural Hazard Management Program</b>						
Program Description: Conservation Authorities (CAs) are the lead provincial agencies on Natural Hazard issues. The goal is to protect life and property from flooding and erosion. This watershed-wide, comprehensive program includes development applications and permits, municipal plan input and review, environmental planning and policy, flood forecast and warning, flood and erosion control infrastructure, technical studies, ice management, education, and public awareness.						
Environmental Planning and Regulations	Section 28.1 Permit Administration	Reviewing and processing permit applications, associated technical reports, site inspections, communication with applicants, agents, and consultants and legal costs associated with violations and court proceedings.	1	CAA s.21.1; Reg.686/21 s. 8		Municipal Levy - Self-Generated - Provincial -
	Enforcement and Compliance	Under Part VII of the Conservation Authorities Act – enforcement and compliance to Part VI Section 28 permits	1	CAA s.21.1, s.28		
	Municipal Plan Input and Review	Technical information and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Site Plans, Consents, Minor Variances). Input to municipal land-use planning documents (OP, Comprehensive ZB, Secondary plans) related to natural hazards, on behalf of Ministry of Northern Development, Mines, Natural Resources and Forestry (MNMNRF), delegated to CAs (1983). Input to the review and approval processes under other applicable law, with comments principally related to natural hazards, wetlands, watercourses, and Sec. 28 permit requirements.	1	CAA s.21.1; Reg.686/21 s.6, s.7		
Water Management	Flood Forecasting and Warning	Daily data collection and monitoring of weather forecasts, provincial and local water level forecasts, watershed conditions, snow surveys, flood event forecasting, flood warning, communications and response and equipment maintenance. Regular meetings with municipal flood emergency coordinating staff.	1	CAA s.21.1		Municipal Levy - Self-Generated - Provincial -
	Flood and Erosion Control Infrastructure Operation and Management	Water and erosion control infrastructure and low flow augmentation. Includes all 43 water management structures (flood control, weirs, erosion control, low flow augmentation structures, etc.) that are annually inspected, and routine maintenance work completed. Requirement under new regulation - Update asset management plan for these structures. In the future will have costs associated with the Capital Asset Management Plan for Water Control Infrastructure.	1	CAA s.21.1		
	Low water response	Conditions monitoring and analysis. Technical and administrative support to the Water Response Team representing major water users and decision makers, who recommend drought response actions.	1	CAA s.21.1		
	Moira Lake Weir	Quinte Conservation staff install, remove, and maintain a seasonal recreation weir at the outlet of Moira Lake. This weir is an important structure to ensure residents of Centre Hastings can enjoy the lake throughout the summer. All expenses for the installation, removal and maintenance are covered by the Municipality of Centre Hastings.	2	CAA s.21.1.1		Special Municipal Benefitting Levy - 100 %
	Stoco Lake Weir	Quinte Conservation staff install, remove, and maintain a seasonal recreation weir at the outlet of Stoco Lake. The weir is an important structure to ensure residents of Tweed can enjoy the lake throughout the summer. All expenses for the installation, removal and maintenance are covered by the Municipality of Tweed..	2	CAA s.21.1.1		Special Municipal Benefitting Levy - 100 %
	City of Belleville Ice Control Structures	Quinte Conservation staff maintain the Belleville Ice Control Structures on the Moira River in the City of Belleville. These structures maintain head-ponds to promote formation of a solid ice sheet in the winter, the ice sheet insulates the river, reducing frazil ice generation. The ice booms hold the ice sheet in place to reduce potential ice jamming. All expenses related to testing of low flow valves, vegetation clearing, in-water inspections of the ice booms, replacement of deteriorated components, and fastening, clearing, and repositioning of the booms are covered by the City of Belleville. Quinte Conservation’s 10-year capital asset management plan for our water management structures includes the Belleville Ice Control Structures.	2	CAA s.21.1.1		Special Municipal Benefitting Levy - 100 %
	Flood and Erosion Control Infrastructure Major Maintenance	Major maintenance on flood and erosion control structures as required. Projects are dependent on Water and Erosion Control Infrastructure (WECI) funding from the province and support from our municipal partners.	1	CAA s.21.1	)	Provincial WECI - 50 %; Special Benefitting Municipal Levy - 50%

Program Area	Program/Service and Subservices	Description	Category (1) Mandatory, (2) Municipal, (3) Other	Category Rationale	Program Cost Estimate (\$)	Funding mechanism and percentage of costs
	Technical Studies and Policy Review	Studies and projects to inform natural hazards management programs including floodplain management, watershed hydrology, regulations areas mapping update, flood forecasting system assessment, floodplain policy, Lake Ontario shoreline management. These projects often last one to two years and are distributed over time as human resources and funding is available.	1	CAA s.21.1		Special Benefiting Municipal Levy -  Special grant funding when available (i.e., NDMP) -
<b>Water Quality &amp; Quantity Monitoring</b>						
Program Description: Quinte Conservation, in partnership with Ministry of Environment, Climate Change and Parks (MECP), has established long term sites to monitor surface and ground water conditions as well as an investment into long-term monitoring of climate change trends. Quinte Conservation, in partnership with community organizations, municipalities, and federal and provincial agencies has established sites to monitor surface water quality and quantity as well as many other parameters to support a healthy ecosystem.						
Provincial Program	Provincial Water Quality Monitoring Network (PWQMN)	A long-standing (50+ year) CA/MECP partnership for stream water quality monitoring at 28 sites. Quinte Conservation staff take water samples and MECP does lab analysis and data management. Information is used for watershed report cards and stewardship project prioritization.	1	Reg.686/21 s.12 (1) 2		Municipal Levy -  Self-Generated -  Provincial -
	Provincial Groundwater Monitoring Network (PGMN)	A long-standing CA/MECP partnership for groundwater level and quality monitoring at 30 stations. Costs include equipment, data collection, analysis, data management and reporting. MECP funded network installation and continues to fund equipment replacements. Data collected supports flood forecast and warning, low water response, and water quality monitoring.	1	Reg.686/21 s.12 (1) 1		
Local Initiatives	Integrated Water and Climate Station	Climate monitoring at 5 locations (Price Conservation Area – Skootamatta River also a Provincially Significant Station – Reference site for province; Macaulay Mountain Conservation Area – PEC station; Potters Creek Conservation Area – Environment Canada significant site; Cleveland Road Property – Moira River watershed; Tyendinaga Township at Shannon Road Property – Salmon River; Portland Conservation Area – Napanee River watershed) for groundwater, soil, water quality, snow monitoring and meteorological parameters. Data collected support flood forecast and warning, low water response, water quality monitoring and several external partners including MECP and academic institutions for climate change impacts.	1	Reg.686/21 s.1 (3) 1 iv		Municipal Levy -  Self-Generated -  Provincial -
	Surface Water Quality Monitoring Program	Surface water quality monitoring at 322 baseflow sites, 9 Long-term Monitoring Open water sites, 4 tributary sites (in addition to PWQMN), Lake Ontario nearshore water monitoring at area beaches, coastal wetland monitoring of Bay of Quinte Area of Concern, benthic monitoring at 48 OBBN sites across the watersheds. Costs include sampling, analysis, and reporting.	3	Reg.686/21 – s.1.2, s.3, s.7, s.8, s.9, s.10, s.12, s.13		
Requested Partner Projects		Partners provide funding to Quinte Conservation to conduct fisheries assessments, wetland health assessments and research on their behalf. This includes habitat compensation assessments and other related research. This is a component of the CA Act review and relates directly to hazards, protection of headwater features, habitat, and ecosystem health. Past examples include OPG – Big Island; Bay of Quinte Area of Concern Research; Ducks Unlimited Fisheries Assessment at Clarke Island; etc.	3	CAA s.21.1.2		Self-Generated or Partner Funded 100%
<b>Drinking Water Source Protection</b>						
Program Description: The protection of municipal drinking water supplies in the Quinte Conservation region through the development and implementation of the Source Protection Plans.						
	Drinking Water Source Protection Program (DWSP)	Source Protection Area/Region, technical support, Source Protections Committee support, Source Protection Authority reports and meetings. Activities required by the Clean Water Act and regulations.	1	Clean Water Act  Reg.686/21 s.3		Provincial Transfer Payment – 100 %

Program Area	Program/Service and Subservices	Description	Category (1) Mandatory, (2) Municipal, (3) Other	Category Rationale	Program Cost Estimate (\$)	Funding mechanism and percentage of costs
	DWSP Risk Management Official Services including Education and Outreach	Carrying out Part IV duties of the Clean Water Act on behalf of municipalities through service agreements. Carrying out policy G-1-E&F: Education and Outreach responsibilities on behalf of municipalities through service agreements.	2	CAA s.21.1.1		Special Municipal Benefitting Levy – 100 %
<b>Core Watershed-based Resource Management Strategy</b>						
Program Description: The purpose of a watershed plan is to understand the current conditions of the watershed, and identify measures to protect, enhance, and restore the health of the watershed. Watershed strategies provide a management framework to provide recommendations which consists of goals, objectives, indicators, and management recommendations. This addresses existing issues in the watershed and mitigate impacts from potential future land uses, while recommending appropriate actions to protect, enhance, and restore the watershed.						
New	Strategy Development	<b>New Project:</b> Collate/compile existing resource management plans, watershed plans, studies, and data. Strategy development, implementation, and annual reporting. This is a one-year project which builds on the previous Watershed Management Strategies.	1	Reg.686/21 s.12 (1) 3		Municipal Levy – 100 %
<b>Conservation Authority Lands and Conservation Areas</b>						
Program Description: Quinte Conservation owns 30,000 acres of land which includes conservation areas, management areas, conservation forests, farmland and flood control structures and surrounding land. Quinte Conservation property is essential to watershed management, environmental protection, helps implement the Watershed Management Strategy and provides areas for passive recreation.						
Conservation Land Management	Section 29 Minister's regulation for Conservation Areas	Conservation areas regulation enforcement and compliance.	1	CAA s.29		Municipal Levy - Self-Generated -
	QC forests and management areas (not Conservation Areas)	Management and maintenance of CA owned lands. Includes forest management, signage, gates, passive recreation, stewardship, restoration, ecological monitoring, carrying costs such as taxes and insurance. Health and Safety, FSC Certification and ensuring compliance with standards.	1	CAA s.21.1		
	Conservation Areas	Management and maintenance of 12 conservation areas and over 70 kilometers of recreational trails. Includes passive recreation, risk management program, hazard tree management, gates, fencing, signage, brochures, communications, pedestrian bridges, trails, parking lots, pavilions, roadways, stewardship, restoration, ecological monitoring, carrying costs such as taxes and insurance.	1	CAA s.21.1		
	Conservation Area Major Maintenance	Major maintenance and capital improvements to support public access, safety, and environmental protection such as pedestrian bridges, boardwalks, trails.	1	CAA s.21.1		
Non-Passive Recreation	Depot Lakes Campground	Operate a campground and associated facilities at the Depot Lakes Conservation Area that provides seasonal and interior camping.	3	N/A		Self-Generated – 100%
Green Energy	McLeod Dam Hydro Facility	Operate a hydro facility and associated infrastructure at an existing water control structure within the City of Belleville. McLeod Dam has a FIT contract until 2028.	3	Climate Change Adaptation		Self-Generated – 100%
New	Inventory of Conservation Authority lands	<b>New Project:</b> The land inventory will include the following information: location, date, method and purpose of acquisition, land use. Project updates as property inventory changes. To be completed on or before <b>December 31, 2024</b> , per the requirements of Regulation.	1	Reg.686/21 s.9 (3)		Municipal Levy – 100%
New	Strategy for CA owned or	<b>New Project:</b> A strategy to guide the management and use of CA-owned or controlled properties including guiding principles, objectives, land use, natural heritage, classifications of lands, mapping, identification of programs and	1	Reg. 686/21 s.9 (1)		Municipal Levy – 100%

Program Area	Program/Service and Subservices	Description	Category (1) Mandatory, (2) Municipal, (3) Other	Category Rationale	Program Cost Estimate (\$)	Funding mechanism and percentage of costs
	controlled lands and management plans	services on the lands, public consultation, publish on website. One-year project. This is an updated to previous conservation area management plans. To be completed on or before <b>December 31, 2024</b> , per the requirements of Regulation.				
New	Land Acquisition and Disposition Strategy	<b>New Project:</b> A policy to guide the acquisition and disposition of land to fulfill the objects of the authority. Strategic acquisition of environmentally significant properties. To be completed on or before <b>December 31, 2024</b> , per the requirements of Regulation.	1	Reg.686/21 s.9 (2) vi		Municipal Levy – 100%
<b>Watershed Stewardship and Restoration (Urban, rural &amp; agricultural)</b>						
Program Description: The stewardship and restoration program have some key components: one-on-one technical assistant to watershed landowners, connecting landowners with cost-share funding, and the reforestation program. Projects reduce the risk to life and property from natural hazards, protect water quality and quantity, improve forest conditions, increase biodiversity, and make the watersheds more resilient to climate change.						
Landowner Stewardship Services	Private Land/Rural Stewardship Program	Work with property owners to implement Best Management Practices to mitigate flood and erosion hazards, improve and protect water quality, restore floodplains and river valleys, reduce nutrient contamination, restore, and enhance wetlands to reduce flooding peaks and augment low flow, management of terrestrial non-native invasive species, protect groundwater, and improve aquatic species at risk habitat. Includes partnership programs with Lower Trent CA. Apply for and manage external funding, promote private land stewardship, outreach, provide technical advice and design assistance, participation on technical working groups, etc.	3	Great Lakes Water Quality Agreement CAA s.21.1.2		Municipal Levy - Self-Generated - (This program subsidizes other programs within the Quinte region)
	Tree Planting and Forestry Services	Forestry services including initial site visit to determine if landowners would qualify for a large-scale tree planting and then pass them onto the 50-Million Tree Program local delivery agent. Private woodlot stewardship, technical assistance, link to funding programs to maintain form and function of watershed forest cover. Our goal will be to build on this service in partnership with other lead agencies.	3	CAA s.21.1.2		
Education and Outreach Services	School programs	Curriculum-based education programs for elementary and secondary students. These programs focus on local watersheds, ecosystems, and environmental issues. Programs take place at schools (indoors and outdoors), field trips to conservation areas and community parks and through online learning.	3	CAA s.21.1.2		
	Community programs and events	Education and outreach programs and community events to assist in achieving the objectives of the conservation authority. These programs are open to people of all ages.	3	CAA s.21.1.2		
Community/Watershed Services	Sub watershed Initiatives	Quinte Conservation works with communities to develop and implement sub watershed plans. Plans and initiative examples are: East Lake Plan, 14 Island Lake Plan, Stoco Lake Plan, etc. Activities include community engagement and objective setting, supporting protection, enhancement, and restoration activities, and monitoring and evaluating actions.	1	CAA s.21.1.2		Partner Funded and/or Self-Generated – 100 %
<b>Enabling Services:</b>						
Program Description: Key assistance provided to all departments of the conservation authority, board of directors, member municipalities and the general public to enable Quinte Conservation to operate in an accountable, efficient and effective manner.						
Administration, Finance, HR	Corporate Services	Administrative, human resources, operating and capital costs which are not directly related to the delivery of any specific program or service, but are the overhead and support costs of a conservation authority. Includes health and safety program, overseeing programs and policies.	1	CAA s.20		Municipal Levy - Self-Generated - Provincial -
	Financial Services	Annual budget, accounts payable/receivable, payroll, financial analysis, financial audit, administration of reserves and investments, financial reports for funding agencies, preparing, and submitting reports to CRA, benefits program admin.	1	CAA s.20		
	Legal Expenses	Costs related to agreements/contracts, administrative by-law updates	1	CAA s.20		
	Governance	Supporting CA Boards, Advisory Committees, Office of CEO/CAO/GM and Senior Management.	1	CAA Part IV		
	Administration Buildings	Office buildings and workshop used to support Quinte Conservation staff, programs, and services. Includes utilities, routine and major maintenance, property taxes. In the future will have costs associated with the Capital Asset Management Plan.	1	CAA s.20		Municipal Levy - Self-Generated - Provincial -

Program Area	Program/Service and Subservices	Description	Category (1) Mandatory, (2) Municipal, (3) Other	Category Rationale	Program Cost Estimate (\$)	Funding mechanism and percentage of costs
Communications	General Communications	Informing public of Quinte Conservation programs and projects through media, open houses, public meetings, website administration, responding to inquiries from the public, crisis communications.	1	Enabling Service		Municipal Levy - Self-Generated - Provincial -
	Natural Hazards, Outreach and Education	Promoting public awareness of natural hazards including flooding, drought, and erosion. Attending public events, supplying materials. Social media services. Media relations. Educate elementary school students and the public about the danger of floodwaters, dangers of dams, etc.	1	CAA s.21.1(2)		
GIS/IT/IM	Information Technology Management/ GIS	Data management, records retention. Development and use of systems to collect and store data and to provide spatial geographical representations of data. In the future will have costs associated with the Capital Asset Management Plan.	1	CAA s.20		Municipal Levy - Self-Generated -
	Information Management	Data collection, mapping, data sets, watershed photography. Development and use of systems to collect and store data and to provide spatial geographical representations of data. This includes our geographical information systems and support.	1	CAA s.21.1		Municipal Levy - Self-Generated -
Fleet and Equipment	Vehicle and Equipment	A fleet of vehicles and equipment to support the work of Quinte Conservation, including capital purchases, fuel, licenses, repairs, and maintenance. Programs and projects are charged for the use of the vehicles and equipment.	1	CAA s.20		Municipal Levy - Self-Generated -

**Appendix 1**

1) All of the financial information provided is based on estimates, including the percentage of the total annual fund contributions of the various funding providers

2) Under O. Reg. 687/21 Section 6. (2)(c)(i)(D) if the authority is of the opinion that the average annual cost determined under sub-subclause (A) or (B) does not reflect the average annual cost to provide the program or service in the future, adjust the average annual cost and provide an explanation for this adjustment

The costs associated with each program and service are estimated based on the 2022 approved budget for Quinte Conservation. A five-year estimate is not reflective of current and future costs. The costs for programs and services increase annually due to increases in wages and benefits and the increased operational costs due to inflation. As well program operations are often modified based on best management practices.

3) The financial information included in the tables are associated with operational costs only. Capital asset management for water control structures is found under the current plan (attached/or a link). Quinte Conservation is in the process of developing a Capital Asset Management Plan including all aspects of our operation (Water Control Structures, Buildings, Lands, Employees, etc.) to be presented for board approval by 2024.

**Appendix 2**

Category 3 Summary Information

For existing Category 3 programs and services, there are some programs and services financed through Quinte Conservation Authority partner municipality and agreements will be negotiated.

For future Category 3 programs and services, the potential exists to seek funding for projects from municipal partners. Future projects that are beneficial to the watershed as a whole or that are benefitting to a particular municipality are variable and generally dependent on other funding sources and their funding criteria.

Quinte Conservation will continue to actively search for alternate funding for beneficial watershed and research projects.

Quinte Conservation intends to enter into cost apportioning agreements with municipalities as projects are developed and executed, when necessary.

**Appendix 3**

Category 2 Summary Information

New or Existing	Category 2 Service	Participating Municipalities	Date of agreement (Most recent version)
Existing	DWSP Risk Management Official and DWSP Education and Outreach	Town of Greater Napanee Centre Hastings Prince Edward County Tweed City of Belleville Madoc Township Deseronto Marmora and Lake	2021
Existing	Non-QC Owned Flood and Erosion Control Infrastructure Operation and Management (Skootamatta Lake Dam)	N/A	Agreement with MNDMNR for funding, signed annually since 2019
Existing	Moir Lake Weir – Installation, removal and maintenance	Municipality of Centre Hastings	Pre-2000 (but no official agreement signed)
Existing	Stoco Lake Weirs (Caton and Chapmans) – installation, removal and maintenance	Municipality of Tweed	Pre-2000 (but no official agreement signed)
Existing	Ice Control Structures	City of Belleville	Pre-2000 (but no official agreement signed)



Conservation Authorities Act

- CA Act amended in 2019 and 2020.
- Regulations approved in 2021:
  - Divide various CA programs and services into 3 categories.
  - Requires agreements to be in place by January 1, 2024 for Category 2 and 3 programs and services.

2

## Types of Programs & Services

**Category 1:** **Mandatory** programs and services (sec.21.2).  
(e.g. dam ops)

**Category 2:** **Municipal** programs and services a CA provides on behalf of municipalities under a memorandum of understanding or such other agreement (sec. 21.1.1).  
(e.g. watershed planning, watershed monitoring)

**Category 3:** Programs and services that a CA determines are **advisable** to provide in its jurisdiction to further the purposes of the Act (sec. 21.1.2).  
(e.g. stewardship programs and support to lake associations)

3

## Category 2 & 3 Costs

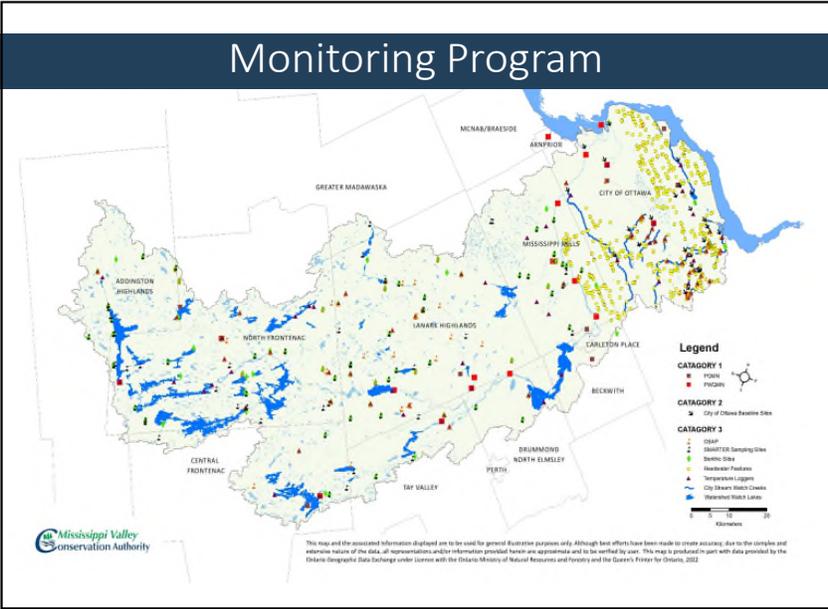
- North Frontenac 2023 Total Levy (per 2022 apportionment)
  - Operating - \$27,500
  - Capital - \$5,891
  - **Total - \$33,391**
- **Included** Category 2 and 3 programs and services.
- Proposed Agreement allows for continued:
  - delivery of Category 2 and 3 programs and services
  - allocation of up to 14% of levy to operating costs
  - allocation of 2% of levy to capital costs
- 2024 Cost Estimate (at new 2023 apportionment):
  - **Category 2 & 3 = \$2,511** (plus inflation and growth in assessment.)
  - Includes additional \$182 to reinstate scaled-back education program.

4

## Planning support



- Technical studies to support watershed plans as inputs to municipal Official Plans and Zoning By-laws;
- Quality assurance and quality control (QA/QC) reviews of natural heritage technical studies;
- Lake planning support to local lake associations; and
- Advisory support during preparation and review of municipal documents, programs and services (that are not subject to the *Planning Act* per O.Reg. 596/22.)



## Stewardship Program



*Stewardship Plan* approved in 2021.

- Focus in upper watershed:
  - Work with lake associations and community groups
  - Forest and wetland management
  - Invasive species awareness

## Visitor Services

**Mill of Kintail (MOK) Conservation Area: our flagship site.**

- Celebrating 50 years in 2023.
  - An education centre and playground
  - Two heritage structures: the Gate House and Grist Mill used to host events
  - Museum/gallery
- Working towards financial self-sufficiency.
- Currently, only 10% of Operating Costs fall onto the Levy.
- Projected 2% of Capital Budget for upkeep over next 10-years.



## Education Program

- MVCA's education program was shuttered during COVID
- Proposed to resume a more modest program in 2024.
- Summer program would provide children with the opportunity to explore plants, wildlife, insects, habitats and aquatics and learn about conservation and stewardship.
- MVCA's Foundation has sponsored a program review to support tailoring of the program to meet the objectives of the Authority.



## Proposed Agreement

- Seeking same agreement with all member municipalities
  - reflective of the watershed approach
- Sets maximum levy for category 2 & 3 programs and services:
  - 14% of Operating Levy
  - 2% of Capital Levy
- Initial 5-year term with renewal clause following required 5-year review
- 6-month early termination clause

Date June 30, 2022



Resolution # 263-22

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

**Moved By:**  
Deputy Mayor Martin

**Seconded By:**  
Councillor Inglis

**Be It Resolved That** Council receives for information the presentation from Sally McIntyre, General Manager, Mississippi Valley Conservation (MVCA) and Brad McNevin, Chief Administrative Officer, Quinte Conservation (QC) regarding Memorandum of Understanding and Cost Apportionment Agreements for Programs and Services;

**And That** Council approves in principle the continuation of the delivery of Category 2 and Category 3 programs and services delivered by MVCA and QC effective 2024;

**And That** Council instructs the CAO to work with MVCA and QC staff on the Memorandum of Understanding for Category 2 services and Cost Apportionment Agreement development to be presented to Council in early 2023.

**Carried**

Mayor



## ADMINISTRATIVE REPORT

To: Mayor and Members of Council

From: Corey Klatt, Dipl. M.A., Chief Administrative Officer

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

Date of Meeting: September 22, 2023

Re: Programs and Services Memorandum of Understanding with the Mississippi Valley Conservation Authority

### Background

On June 30, 2022 Sally McIntyre (Mississippi Valley Conservation Authority - MVCA) and Brad McNevin (Quinte Conservation - QC) presented to Council to obtain Council approval-in-principle for the scope of Category 2 and 3 Programs and Services to be delivered by MVCA and QC effective 2024, and to receive direction to work with Administrative Staff on newly directed Provincially mandated Agreements.

Section 21 of the Conservation Authorities Act now sets out three categories of Programs and Services:

Category 1: Mandatory Programs and Services (e.g. dam operations, water quality monitoring, etc...).

Category 2: Municipal Programs and Services a Conservation Authority provides on behalf of municipalities under a memorandum of understanding or such other Agreements (e.g. septic inspections, etc...).

Category 3: Programs and Services the Conservation Authority determines are advisable to provide in its jurisdiction to further the purposes of the Act (e.g. stewardship and education programs).

At the June 30, 2022 Council Meeting Council Resolution #263-22 advised:

Be it Resolved That Council receives for information the presentation from Sally McIntyre, General Manager, Mississippi Valley Conservation (MVCA) and Brad McNevin, Chief Administrative Officer, Quinte Conservation (QC) regarding Memorandum of Understanding and Cost Apportionment Agreements of Programs and Services;

And That Council approves in principle the continuation of the delivery of Category 2 and Category 3 programs and services delivered by MVCA and QC effective 2024;

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Programs and Services Memorandum of Understanding with the Mississippi Valley Conservation Authority  
September 22, 2023  
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And That Council instructs the CAO to work with MVCA and QC staff on the Memorandum of Understanding for Category 2 services and Cost Apportionment Agreement developed to be presented to Council in early 2023. Carried

**Researched By**

Corey Klatt, Chief Administrative Officer

**Comments**

On July 26, 2023 the CAO received the attached Business Case from Sally McIntyre for the continued delivery of programs and services that are now termed Category 2 and 3 services per the Conservation Authorities Act and a draft Agreement to enable continued provision of these services per Section 8 of O. Reg. 687/21, from MVCA.

Per the draft Agreement (Schedule A) the services to be considered as Category 2 and Category 3 Services within the Agreement provided by the MVCA include:

**1.0 Watershed/Subwatershed Studies & Plans**

In accordance with the Mississippi River Watershed Plan, 2021 and the MVCA Corporate Strategic Plan, 2021:

- carry out technical studies to inform preparation and update of a watershed/subwatershed plan;
- review and assess watershed/subwatershed plan implementation and effectiveness;
- conduct quality assurance and quality control (QA/QC) reviews of natural heritage technical studies prepared by or submitted to the Municipality (e.g. OWES reports); and
- provide advisory support in the preparation and review of Municipal documents, programs and services that are not subject to the Planning Act1.

The municipal levy supports staff resources for this Category 2 program.

**2.0 Watershed Monitoring and Reporting Program**

Deliver a watershed monitoring and reporting program as set out in MVCA's Natural Systems Monitoring & Reporting Strategy, 2023.

The municipal levy supports staff resources and laboratory fees for this Category 2 program.

**3.0 Stewardship Program**

Implement actions set out in MVCA's Stewardship Plan, 2021 including but not limited to:

- Support and guidance to lake associations including with the preparation and implementation of Lake Plans.

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- Delivery of the Green Acres Program (as implemented by RVCA in MVCA's jurisdiction).
- Delivery of Naturalization/Restoration Program.

The municipal levy supports staff resources and cost sharing grants for this Category 3 program

#### **4.0 Visitor Services at Conservation Areas (CA)**

Continue to operate the Mill of Kintail (MOK) Conservation Area with a combination of natural and cultural heritage programs and services including but not limited to operation of an education centre, a small playground, some smaller structures, and including the rental and display of exhibits at two designated heritage structures: the Gate House and Grist Mill.

The municipal levy supports staff resources and the capital renewal of structures for these Category 3 programs and services.

#### **5.0 Nature Education Program**

Deliver an education program that provides children with the opportunity to explore plants, wildlife, insects, habitats and aquatics and learn about conservation and stewardship.

The municipal levy supports staff resources to deliver a summer program for this Category 3 program.

#### **Financial Implications**

In 2023 the Township's levy for the MVCA's services is \$33,391. This levy represents 0.9283% of the MVCA's Municipal Levy Apportionment. Moreover; the Municipal Levy Apportionment is determined on an annual basis as per assessment data provided by the Ministry of Natural Resources and Forestry.

Currently Category 2 and 3 Programs described in the Business Case constitute 14% of the annual general levy and the MVCA is recommending that the Township provide for this same percentage level of funding going forward to support continuation of existing programs and reinstatement of a Nature Education Program. Commencing 2024, MVCA would allocate no more than 14% of its operating budget to the delivery of the Category 2 and 3 Programs described above; and 2% of its capital budget to the upkeep of education and other Category 3 structures at the Mill of Kintail.

According to the MVCA's Business Case it is anticipated that if Council approves entering into the Memorandum of Understanding, based on the 2023 budget it is anticipated there will be a levy increase of approximately \$2,511 (plus inflation and growth in assessment) including \$182 for a scaled back education program.

## **Recommendation**

**Be It Resolved** That Council receives for information the Chief Administrative Officer's Administrative Report entitled "Programs and Services Memorandum of Understanding with the Mississippi Valley Conservation Authority (MVCA)";

**And That** Council approves the draft Memorandum of Understanding with Mississippi Valley Conservation Authority (MVCA);

**And That** Council will consider a By-law later in the Meeting to sign the Memorandum of Understanding;

Enclosure:

- (1) MVCA Business Case for the continued delivery of programs and services now termed Category 2 and 3 services per sections 21.1.1 and 21.1.2 of the Conservation Authorities Act.
- (2) Draft Agreement to enable continued provision of these services per section 8 of O.Reg 687/21.

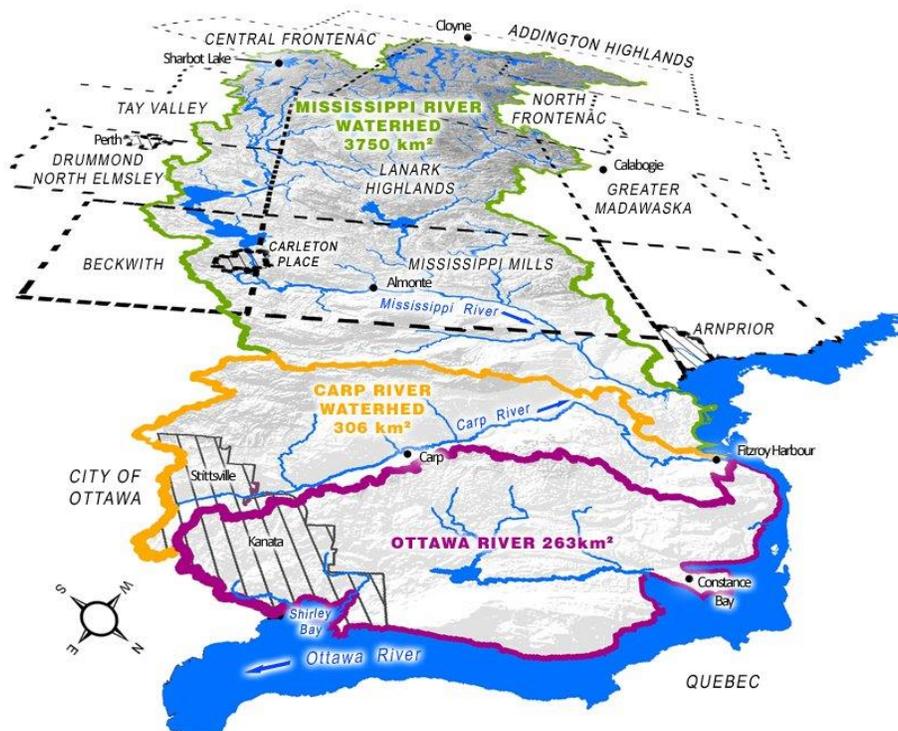
**1.0 Purpose**

The purpose of this document is to provide the business Case for Category 2 and 3 programs delivered by the MVCA with the financial support of its member municipalities. This business case does *not* address matters already subject to existing agreements between MVCA and its members.

**2.0 Who we are**

Mississippi Valley Conservation Authority (MVCA) is a watershed-based agency established in 1968 to “further the conservation, restoration, development and management of natural resources” in the Mississippi River and Carp River watersheds, and portions of the Ottawa River watershed. Our jurisdiction is ~4,300km<sup>2</sup> and we serve eleven municipalities as shown in Figure 1.

**Figure 1: MVCA Jurisdiction Map**



10970 Highway 7, Carleton Place ON, K7C 3P1 | (613) 253-0006 | info@mvc.on.ca

Your partner in natural hazard management, resource conservation, and stewardship

### 3.0 Scope

This business case provides the rationale for continued funding of the following programs by the Township of North Frontenac:

- Natural System Monitoring
- Watershed & Lake Planning
- Stewardship Program
- Nature Education Program
- Visitor Services

The Nature Education Program was suspended during the pandemic and is the only program that represents a budgetary pressure in this document. All other program costs are already being paid by Township via the annual general levy, and this document recommends entering into an agreement that would allow for continued funding and delivery of these programs.

### 4.0 Financial Costs/Assumptions

The majority of MVCA staff are dedicated to the delivery of mandatory Category 1 programs related to the management of natural hazards and data collection in support of provincial programs. Accordingly, most staff associated with the delivery of Category 2 and 3 programs are paid in whole or part by the municipal levy. This enables MVCA to deliver Category 2 and 3 programs at affordable rates as each program is only charged the average amount of time dedicated to that specific program and directly associated expenses.

Table 1 shows the costs and funding method for programs that are subject to the proposed agreement.

**Table 1: Category 2 and 3 Programs Costs and Allocation, 2023**

Program	Sec. of CA Act	Cost Sharing	2023 Budget <sup>1</sup> (\$)
Natural System Monitoring	21.1.1	All 11 municipalities	\$70,516
Watershed & Lake Planning	21.1.1	All 11 municipalities	\$70,382
Stewardship	21.1.2	All 11 municipalities	\$69,000
Nature Education Program	21.1.2	All 11 municipalities	\$20,000 <sup>2</sup>
Visitor Services - Operating	21.1.2	All 11 municipalities	\$13,000
Visitor Services - Capital	21.1.2	All 11 municipalities	\$32,606

Based upon the most recent municipal current value assessment (CVA) received from the province, the Township's contribution for these programs would be 0.912% or \$2,511<sup>3</sup>. The only budget pressure within this amount is for reinstatement of a Nature Education Program at a cost to the Township of ~\$182. The balance is currently being paid by the Township as part of its annual general levy.

<sup>1</sup> These amounts are net of annual grants and contributions for these programs that totalled \$65,445 in 2023.

<sup>2</sup> Planned for reinstatement in 2024.

<sup>3</sup> Excludes 2024 Budget inflation and growth factors.

The following sections describe the programs and their benefits.

## 5.0 Watershed/Subwatershed Studies & Plans

Watershed planning services support informed municipal land use planning and engineering by identifying issues, opportunities, and constraints, setting goals and objectives, providing area-specific data and actions. They provide a framework for sustainable development and ongoing monitoring and assessment of watershed health including cumulative effects. The background studies underlying watershed planning and the resultant plans are referenced by municipal staff during the update of municipal plans and the review of planning applications.

Under this program, in 2021 MVCA completed an update of the [Mississippi River Watershed Plan](#). And, MVCA’s [2021-2025 Corporate Strategic Plan](#) identifies “Update of the 2004 Carp River Watershed Plan” as a priority action to be carried out if project funding becomes available.

Program staff engage with and support the municipal staff in the preparation and interpretation of documents, and provide input to the drafting of municipal policies, stormwater guidelines, and related program design and reviews. Over the years, MVCA staff have collaborated and supported municipal staff on a variety of matters of interest to local communities. The following elements of this work are no longer eligible for municipal levy funding and require an agreement under section 21.1.1 of the *Conservation Authorities Act*:

- Completion of technical studies to inform preparation and update of a watershed plan;
- Review and assessment of watershed plan implementation and effectiveness;
- Quality assurance and quality control (QA/QC) reviews of natural heritage technical studies prepared by or submitted to Township (e.g. OWES reports); and
- Advisory support in the preparation and review of municipal documents, programs and services that are not subject to the *Planning Act*<sup>4</sup>.
- Advisory support in the preparation of Lake Plans by local lake associations.

## 6.0 Stewardship Program

MVCA’s 2021 *Stewardship Plan* divides our jurisdiction into three geographic areas, each with specific objectives and focus. Table 1 identifies objectives and services for the Upper Watershed Area that includes the Township of North Frontenac.

**Table 1: Excerpt from MVCA Stewardship Plan, Upper Watershed**

Upper Watershed Objectives	Program Focus
Enhance management of forested lands	<ul style="list-style-type: none"> <li>▪ Promote the development of Forest Management Plans</li> <li>▪ Distribute educational material from Forest Health Network</li> </ul>
<ul style="list-style-type: none"> <li>▪ Improve waterbody, watercourse, and wetland health</li> </ul>	<ul style="list-style-type: none"> <li>▪ Promote and deliver Septic Re-inspection Program (per MOUs)</li> <li>▪ Promote and deliver Shoreline Naturalization Program<sup>5</sup></li> <li>▪ Participate in Lake Associations meetings</li> </ul>

<sup>4</sup> Per O.Reg. 596/22.

<sup>5</sup> Where plantings exceed capacity, projects will be referred to Watersheds Canada.

Upper Watershed Objectives	Program Focus
<ul style="list-style-type: none"> <li>▪ Increase knowledge of lake health</li> </ul>	<ul style="list-style-type: none"> <li>▪ Support Lake Links annual meeting</li> <li>▪ Promotion and tracking of the Water Rangers water testing program</li> </ul>
Prevent and reduce the introduction and spread of invasive species	<ul style="list-style-type: none"> <li>▪ Distribute educational materials, e.g. Grow Me Instead publication (Ontario Invasive Plant Council, 2020).</li> <li>▪ Use EDDMapS mapping database and app and other tools to log sightings</li> </ul>

The following elements of this work are no longer eligible for municipal levy funding and require an agreement under section 21.1.2 of the *Conservation Authorities Act*:

- Green Acres Program: This program provides large scale tree planting on rural properties (greater than 1 acre) to support reforestation and habitat creation. Since 1995, over 98,000 trees have been planted in MVCA’s jurisdiction.
- Naturalization/Restoration Program: This small-scale program offers native plants and the planting of riparian areas on private land; and the restoration of shorelines and in-stream fish habitats on public lands. The objectives of these services are to restore damaged habitat, mitigate shoreline erosion and soil loss, and to increase public awareness and action. MVCA staff organize tree/plant giveaways in partnership with community and lake associations, and secures special grants to make habitat improvements with municipal partners. Over 13,000 plants have been distributed, and 500 shoreline projects carried out.
- Forest Management Services: MVCA has a part-time forest technician that provides advisory support to landowners. At present, MVCA has a contract with the County of Lanark to manage county forests. MVCA would like to expand this program to be more widely available to private landowners to protect and maintain the integrity of remnant forests in the lower watershed. This matter will be explored over the coming years and may be proposed in updates to the agreement.

## 7.0 Watershed Monitoring and Reporting

MVCA’s monitoring program goals as set out in the 2023 [Natural Systems Monitoring & Reporting Strategy](#) are the following:

1. Provide municipal planners, MVCA staff, and other user groups with reliable and geographically representative baseline natural system data to support short and long-term decision-making.
2. Identify and monitor the condition of sensitive natural features and functions, and vulnerable waterbodies.
3. Identify gaps in data sets and address gaps where resources allow.
4. Conduct specialized studies to address questions of concern (re: specific locations, species, or pollutants) where resources allow or on a cost recovery basis.

5. Analyze and report on current conditions, trends, threats, and opportunities to mitigate negative impacts on natural heritage features and functions.
6. Assess the efficacy of mitigation, stewardship and compensation measures.
7. Consolidate MVCA data with data from other sources to serve as the repository for natural heritage information within our jurisdiction.
8. Make data, meta data, and analyses easily accessible for all audiences and user groups.

MVCA manages thirteen distinct programs and a database, with surface water quality data going back to 1966, lakes studies to 1998, stream studies to 2005, and stream watch results to 2013. Table 2 summarizes MVCA's current monitoring and reporting program and the benefits they provide to member municipalities. Recent monitoring program results can be found on our website at: <https://mvc.on.ca/reports/>. MVCA recently used monitoring results to prepare and publish a [watershed report card](#).

Only the Provincial Surface Water and Provincial Groundwater Monitoring Network programs remain eligible for funding under the general levy. The balance of this program is no longer eligible for municipal levy funding and requires an agreement under section 21.1.1 of the *Conservation Authorities Act* to enable sustained long-term aquatic health monitoring across the three watersheds, and the sharing of that data with municipal planners, developers, property owners, land trusts, upper levels of government, and others with an interest in aquatic health and management.

**Table 2: Excerpt from MVCA Natural Systems  
Monitoring & Reporting: Program Review and Update**

Type	Program <i>Data collected</i>	Program Partners	Benefits
<b>Stream</b>	<b>Provincial Water Quality Monitoring Network (PWQMN)</b> <i>Water Chemistry</i>	MECP	<ul style="list-style-type: none"> <li>• Long term record of robust, consistent data at key locations across watershed.</li> <li>• Consistent protocol across province.</li> <li>• Data useful for tracking long term changes, scientific research and modelling, and is widely used.</li> <li>• Province pays for chemical analyses, shipping and supplies the YSI sensor.</li> </ul>
	<b>City Baseline Water Quality (CBLWQ)</b> <i>Water Chemistry</i>	City of Ottawa	<ul style="list-style-type: none"> <li>• Long term record of robust, consistent data at key locations in City of Ottawa.</li> <li>• Consistent protocol across the City.</li> <li>• Data useful for tracking long term changes, scientific research and modelling.</li> </ul> <p><i>NOTE: this service is already funded by the City of Ottawa via Special Levy and is NOT subject to the proposed agreement.</i></p>
	<b>MVCA WQ</b> <i>Water Chemistry</i>	None	<ul style="list-style-type: none"> <li>• Long term, continuous record of data that is easily merged with PWQMN data.</li> <li>• Locations chosen to fill gaps in PWQMN.</li> <li>• Data useful for tracking long term changes, scientific research and modelling, and is widely used.</li> <li>• Cost effective as an add-on to PWQMN (MVCA covers lab fees).</li> </ul>
	<b>Ontario Stream Assessment Protocol (OSAP)</b> <i>Aquatic vegetation, fish, benthic macroinvertebrates and land use</i>	MNRF, FWIS	<ul style="list-style-type: none"> <li>• Level of detail provides for stream characterization.</li> <li>• Data useful for long term monitoring of trends, and informing planning and regulations reviews.</li> <li>• Standardized protocol allowing assessment within a broad provincial context.</li> </ul>
	<b>City Stream Watch</b>	RVCA, SNCA	<ul style="list-style-type: none"> <li>• Provides for detailed record and assessment of stream conditions within urban areas.</li> </ul>

Type	Program Data collected	Program Partners	Benefits
	<i>Land use, riparian and stream characteristics</i>		<ul style="list-style-type: none"> <li>• Associated reporting useful for planning/development review.</li> <li>• Excellent information to target stewardship efforts.</li> <li>• Cost effective to implement if done with community volunteers.</li> </ul>
	<b>Headwaters</b> <i>Morphology and flow characteristics</i>	RVCA, FWIS	<ul style="list-style-type: none"> <li>• Provides seasonal details for habitat classification of stream reaches.</li> <li>• Supports the implementation of management recommendations through the development process.</li> <li>• Informs planning and regulations reviews.</li> </ul>
	<b>Stream Temperature Monitoring</b>	MRNF, FWIS	<ul style="list-style-type: none"> <li>• Easy and cost effective to implement.</li> <li>• Data needed for stream classification of cool and cold-water systems and supports the protection of sensitive habitats.</li> <li>• Potential indicator of changes in water quality and/or climate change impacts.</li> <li>• Informs planning and regulations reviews.</li> </ul>
<b>Lake</b>	<b>Lake Monitoring</b> <i>Parameters related to trophic status</i>	Lake Stewards (volunteers)	<ul style="list-style-type: none"> <li>• Focuses on populated main stem lakes, secondary lakes are representative of sub catchments, and highly sensitive lakes.</li> <li>• Beneficial for observing general trends in lake trophic status.</li> <li>• Program and data are greatly valued by lake communities.</li> <li>• A primary tool to support lake community education and outreach.</li> <li>• Informs planning and regulations reviews.</li> </ul>
	<b>Seine Netting</b> <i>Near shore fish population</i>	Lake Stewards	<ul style="list-style-type: none"> <li>• Fills data gaps on the presence of nearshore non-sport fish species.</li> <li>• Program and data are valued by lake communities.</li> <li>• A tool to support lake community education and outreach.</li> </ul>
	<b>Lake Water Temperature</b>	None	<ul style="list-style-type: none"> <li>• Easy and cost effective to implement.</li> <li>• Potential indicator of changes in water quality and/or climate change impacts.</li> <li>• Program and data are greatly valued by lake communities.</li> </ul>

Type	Program <i>Data collected</i>	Program Partners	Benefits
	<b>Algae Monitoring</b> <i>Incidental observations</i>	None	<ul style="list-style-type: none"> <li>• Important information where there is little current or historic documentation of algae.</li> <li>• Potential indicator of changes in water quality and/or climate change impacts.</li> <li>• Information of interest to waterfront communities/ residents.</li> <li>• Easy and cost effective to implement.</li> </ul>
<b>Groundwater</b>	<b>Provincial Groundwater Monitoring Network (PGMN)</b> <i>Water level and chemistry</i>	MECP	<ul style="list-style-type: none"> <li>• Developing a long-term record at key locations across watershed.</li> <li>• Consistent protocol across province.</li> <li>• Data useful for tracking long term changes and scientific research and modelling.</li> <li>• Province funded (except MVCA staff time).</li> <li>• Potential indicator of changes in water quality and/or climate change impacts.</li> <li>• Provides some data where there is an overall lack of groundwater information.</li> </ul>
<b>Invasive Species</b>	<b>Invasive Species Hit Squad</b> <i>Incidental observations</i>	OFAH	<ul style="list-style-type: none"> <li>• Incorporates community education/outreach events.</li> <li>• Potential indicator of changes in water quality and/or climate change impacts.</li> <li>• Information of interest to waterfront communities/residents.</li> <li>• OFAH funds summer student wages.</li> </ul>

## **8.0 Visitor Services at Conservation Areas (CA)**

Conservation areas help to preserve natural heritage features and functions while providing mental respite, wildlife viewing, and exercise opportunities for visitors. MVCA has six conservation areas—two on lands owned by the City of Ottawa. Most conservation areas have a combination of forests, wetlands, shorelines and grasslands with walking trails and boardwalks, a parking lot, outhouses, and informational and direction signage.

The Mill of Kintail (MOK) Conservation Area is MVCA's flagship site. This 154 ha. property has two designated heritage structures: the Gate House and Grist Mill, an education centre, a small playground and some smaller structures. These facilities are used for educational purposes, to display historic exhibits, and for small events and group activities.

While passive recreational elements will remain eligible for general levy funding under new regulations, on-site programs and buildings at the MOK site will not. Currently, the majority of operating costs are recovered through site fees/rentals and grants. However, upkeep of the heritage and other structures and the balance of operating costs are currently born by the general levy. The 2023 Budget provided for ~\$13,000 (10%) of site operating costs and \$83,000 for roof works to be funded by the general levy.

It is important that buildings at the Mill of Kintail property are properly maintained over time to ensure their continued safety and value both as heritage structures and for program delivery. Projected capital works for these building constitute ~2% of the average annual capital budget set out in MVCA's 10-year Capital Plan. MVCA is seeking an agreement under section 21.1.2 of the *Conservation Authorities Act* to allow for continued upkeep of these structures in accordance with MVCA's Capital Plan and sustained support for ongoing operating costs.

## **9.0 Nature Education Program**

MVCA's education program was shuttered during COVID and is proposed to resume in a more modest way starting in 2024. The proposed summer program would provide children with the opportunity to explore plants, wildlife, insects, habitats and aquatics and learn about conservation and stewardship.

MVCA's Foundation has sponsored a program review to support tailoring of the program to meet the objectives of the Authority. A budget pressure of \$20,000 is estimated for 2024 to be shared amongst the member municipalities via an agreement under section 21.1.2 of the *Conservation Authorities Act*.

## **10.0 Conclusion & Recommendation**

Category 2 and 3 programs described in this document constitute ~14% of the annual general levy, as shown in Figure 2.<sup>6</sup> Figure 3 shows current revenues by category and the amount of general levy that is proposed to be collected by special agreement per sections 21.1.1 and 21.1.2 of the *Conservation Authorities Act*.

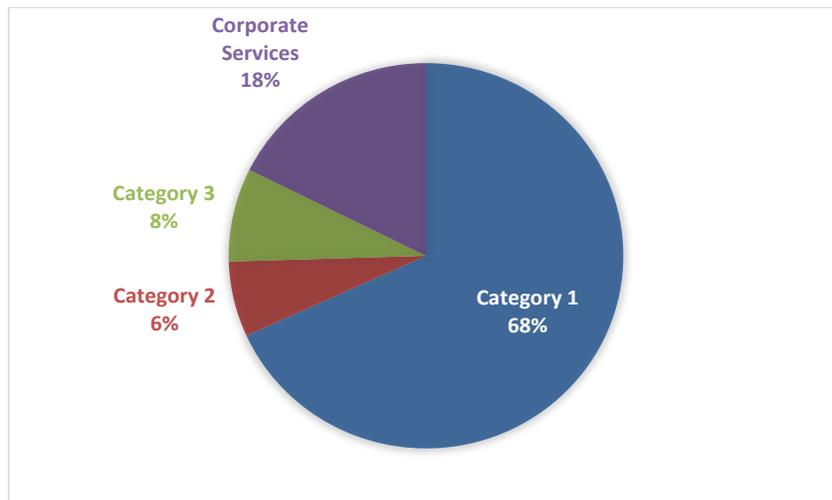
It is recommended that Township enter into an agreement with MVCA to provide for this same percentage level of funding going forward to support continuation of existing programs and reinstatement of a Nature Education Program. Commencing 2024, MVCA would allocate no more than

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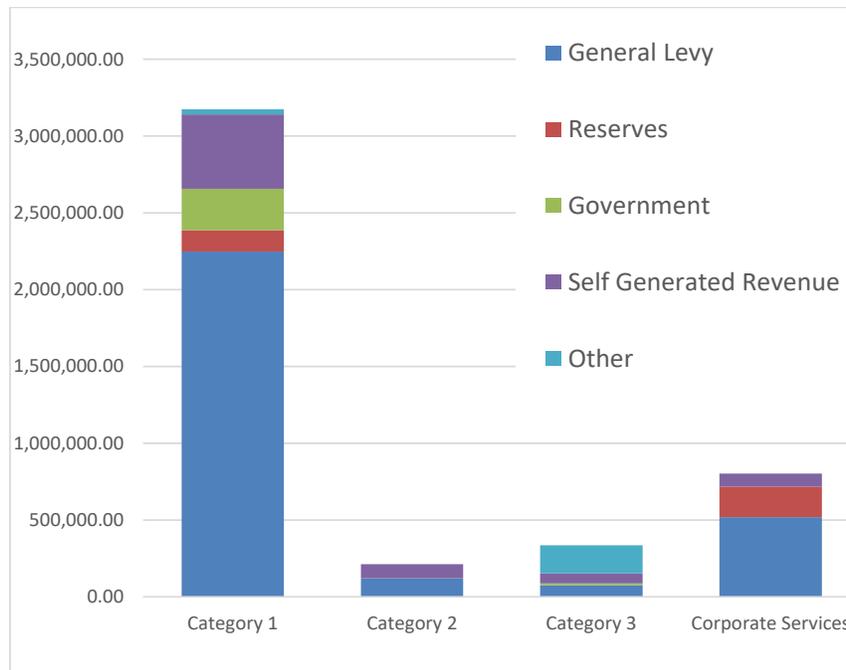
<sup>6</sup> Excludes the septic program that is addressed in a separate agreement with Township.

14% of its operating budget to the delivery of the category 2 and 3 programs described above; and 2% of its capital budget to the upkeep of education and other category 3 structures at the Mill of Kintail Conservation Area.

**Figure 2: 2023 Budget Cost Allocation**



**Figure 3: 2023 Current Revenues All Sources**



THIS AGREEMENT dated the 1<sup>st</sup> day of **January 2024**.

BETWEEN

**MISSISSIPPI VALLEY CONSERVATION AUTHORITY**

a conservation authority under the *Conservation Authorities Act*, R.S.O. 1990 c. C-27  
(hereinafter “MVCA”)

- and -

**THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC**

municipal corporation under the Municipal Act, 2001, S.O. 2001 c. 25  
(hereinafter the “Municipality”)

**WHEREAS** MVCA has delivered Programs and Services that further the conservation, restoration, development, and management of natural resources within its jurisdiction in consultation with participating municipalities since 1968;

**AND WHEREAS** the Act permits the MVCA to provide non-mandatory programs and services under a Memorandum of Understanding or such other agreement as may be entered into with a municipality;

**AND WHEREAS** the Municipality wishes that MVCA continue to deliver non-mandatory programs and services and agrees to apportion a percentage of its municipal levy for said programs and services;

**AND WHEREAS** the *Conservation Authorities Act* and Ontario Regulation 687/21 permits MVCA to establish and charge user fees for Programs and Services;

**NOW THEREFORE**, in consideration of the terms of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**1. Definitions**

1.1. In this Agreement:

- 1.1.1. “Act” means the *Conservation Authorities Act*, R.S.O. 1990, c. C.27
- 1.1.2. “Agreement” means this agreement entered into between the Municipality and MVCA and has the same meaning as “memorandum of understanding” in the *Conservation Authorities Act* and “cost apportioning agreement” in Ontario Regulation 687/21.
- 1.1.3. “business day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which MVCA has elected to be closed for business.
- 1.1.4. “municipal levy” has the same meaning as “apportionment” in sections 25 and 27 of the *Conservation Authorities Act* and Ontario Regulation 402/22.
- 1.1.5. “notice” means any communication given or required to be given pursuant to the Agreement.
- 1.1.6. “Programs and Services” are the programs and services identified in Schedule A and Schedule B described as “Category 2 programs and services” and “Category 3 programs and services” and “other programs and services” in the Act and Ontario Regulation 687/21.

## **2. Apportionment**

- 2.1. The Municipality agrees to apportion a maximum of fourteen percent (14%) of its annual operating municipal levy for the delivery of Programs and Services set out in Schedule A in accordance with section 27 of the Act.
- 2.2. The Municipality agrees to apportion a maximum of two percent (2%) of its annual capital municipal levy for implementation of capital works set out in Schedule B in accordance with section 25 of the Act.
- 2.3. Municipal levy apportionment is determined annually from assessment data provided by the province. Schedule C references 2023 municipal levy apportionment.

## **3. Programs and Services**

The MVCA agrees to provide the Municipality with the Programs and Services identified in Schedule A and the capital renewal of structures at the Mill of Kintail Conservation Area identified in the Mill of Kintail 10-year Capital Plan attached hereto as Schedule B and that may be amended from time to time at the sole discretion of MVCA.

## **4. Fees**

- 4.1. The Municipality permits MVCA to establish and charge user fees for the Programs and Services.
- 4.2. MVCA shall set user fees on an annual basis.
- 4.3. MVCA shall provide a minimum thirty (30) days' notice to the Municipality of changes to Programs and Services user fees.

## **5. Term of Agreement**

- 5.1. The term of the Agreement is five (5) years commencing on the date of the date set out above and end on December 31, 2028, subject to the renewal provisions of this Agreement.
- 5.2. The Agreement shall be automatically renewed for a five (5) year term from January 1, 2029, on the same terms and conditions contained herein, unless the Agreement has been terminated early in accordance with the terms or conditions of this Agreement.

## **6. Review**

- 6.1. The Parties shall review the Agreement every five (5) years.
- 6.2. The Agreement shall be reviewed a minimum of six (6) months prior to the termination date for the purposes of determining whether the Agreement is to be renewed by the Parties.

## **7. Amendment**

- 7.1. This Agreement shall not be amended except by instrument in writing signed by the Parties preceded by six (6) months written notice to all Parties.

## **8. Termination**

- 8.1. A party may terminate their participation in this Agreement upon delivering a minimum six (6) months written notice to all parties prior to July 31 in a calendar year of the Agreement.
- 8.2. The municipal levy commitment of the Municipality shall remain in effect until December 31 of the year in which the termination takes effect.

## **9. Notice**

Notice must be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax and shall be addressed to each Party listed below:

- (a) in the case of the Corporation of the Township of North Frontenac, to:  
Corey Klatt, Chief Administrative Officer [cao@northfrontenac.ca](mailto:cao@northfrontenac.ca)  
6648 Road 506, Plevna, Ontario K0H 2M0

- (b) in the case of the MVCA, to:  
Sally McIntyre, General Manager [smcintyre@mvc.on.ca](mailto:smcintyre@mvc.on.ca)  
Mississippi Valley Conservation Authority  
No. 10970 Highway No. 7, Carleton Place ON, K7C 3P1

9.1. Notice shall be deemed to have been given:

- 9.1.1. in the case of postage-prepaid mail, five (5) business days after the notice is mailed; or  
9.1.2. in the case of email, personal delivery, or fax, one (1) business day after the notice is delivered.

## **10. Arbitration**

- 10.1. If a dispute arises between the parties relating to any matter in this Agreement, the parties agree to resolve the dispute in strict compliance with the following procedures:
- 10.1.1. To meet – with each party in attendance represented by legal counsel – within a period of fifteen (15) days from the date a notice of dispute is filed by a party to participate in good faith in negotiating a resolution of the dispute.
- 10.1.2. To negotiate in good faith, personally and through counsel, for a period of thirty (30) days after the meeting.
- 10.1.3. If, within the thirty (30) day period after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, to submit the dispute to arbitration.
- 10.1.4. The parties shall meet and appoint a single arbitrator. If they are unable to agree on a single arbitrator within fifteen (15) days, then upon written notice by any party to the other the matter shall be settled by arbitration in accordance with the Arbitrations Act, 1991, by delivery of a notice of arbitration to the other party.
- 10.1.5. The costs of the arbitrator shall be split equally between the Parties.

## **11. Force majeure**

- 11.1. The Parties shall not be considered in default in performance of their obligations under the Agreement to the extent that the performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be cause beyond the control of the Parties which they could not reasonably have foreseen and guarded against. Force majeure includes, but is not limited to, acts of God, strikes, lockouts, pandemics, fires, riots, incendiarism, interference by civil or military authorities, compliance with regulations or orders of any government, and acts of war (declared or undeclared) provided such cause could not have been reasonably foreseen and guarded against.

## **12. Severability**

- 12.1. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

## **13. Counter Parts**

- 13.1. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

## **14. Assignment**

- 14.1. This Agreement shall not be assignable by the parties hereto without the written consent of the other parties being first obtained.

**15. Relationship of the Parties**

15.1. It is expressly agreed that this Agreement shall not be construed as a partnership or joint venture between MVCA and the Municipality. MVCA shall have no authority to bind the Municipality for the performance of any contract or otherwise obligate the Municipality.

**16. Governing Law**

16.1. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.  
16.2. The Municipality and MVCA agree the venue for any litigation shall be Ottawa, Ontario.

**IN WITNESS WHEREOF** the Municipality and the MVCA have signed this Agreement.

**The Corporation of the Township of North Frontenac:**

\_\_\_\_\_  
Gerry Lichty, Mayor Date

\_\_\_\_\_  
Tara Mieske, Clerk/Planning Manager Date

*I / We have authority to bind the Corporation of the Township of North Frontenac.*

**MISSISSIPPI VALLEY CONSERVATION AUTHORITY:**

\_\_\_\_\_  
Sally McIntyre, General Manager Date

\_\_\_\_\_  
Paul Kehoe, Board Chair Date

*I / We have authority to bind MVCA.*

**Schedule A**  
**Mississippi Valley Conservation Authority**  
**Programs and Services**

**1.0 Watershed/Subwatershed Studies & Plans**

In accordance with the *Mississippi River Watershed Plan, 2021* and the MVCA *Corporate Strategic Plan, 2021*:

- carry out technical studies to inform preparation and update of a watershed/subwatershed plan;
- review and assess watershed/subwatershed plan implementation and effectiveness;
- conduct quality assurance and quality control (QA/QC) reviews of natural heritage technical studies prepared by or submitted to the Municipality (e.g. OWES reports); and
- provide advisory support in the preparation and review of Municipal documents, programs and services that are not subject to the *Planning Act*<sup>1</sup>.

The municipal levy supports staff resources for this Category 2 program.

**2.0 Watershed Monitoring and Reporting Program**

Deliver a watershed monitoring and reporting program as set out in MVCA's [Natural Systems Monitoring & Reporting Strategy, 2023](#).

The municipal levy supports staff resources and laboratory fees for this Category 2 program.

**3.0 Stewardship Program**

Implement actions set out in MVCA's [Stewardship Plan, 2021](#) including but not limited to:

- Support and guidance to lake associations including with the preparation and implementation of Lake Plans.
- Delivery of the Green Acres Program (as implemented by RVCA in MVCA's jurisdiction).
- Delivery of Naturalization/Restoration Program.

The municipal levy supports staff resources and cost sharing grants for this Category 3 program

**4.0 Visitor Services at Conservation Areas (CA)**

Continue to operate the Mill of Kintail (MOK) Conservation Area with a combination of natural and cultural heritage programs and services including but not limited to operation of an education centre, a small playground, some smaller structures, and including the rental and display of exhibits at two designated heritage structures: the Gate House and Grist Mill.

The municipal levy supports staff resources and the capital renewal of structures for these Category 3 programs and services.

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<sup>1</sup> Per O.Reg. 596/22.

## **5.0 Nature Education Program**

Deliver an education program that provides children with the opportunity to explore plants, wildlife, insects, habitats and aquatics and learn about conservation and stewardship.

The municipal levy supports staff resources to deliver a summer program for this Category 3 program.

**Schedule B**  
**Mill of Kintail Conservation Area Capital Plan**

**Table 1: Excerpt of 10-year Capital Plan approved April 2023.**

Conservation Areas												
Mill of Kintail Conservation Area	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	10 Yr. Total	Category 3
<b>Grist Mill</b>												
Balcony repairs				28,941							28,941	√
Replace wooden shingle roof	48,000										48,000	√
Repoint stone work	10,000										10,000	√
Replace septic system					60,775						60,775	√
Building Condition Assessment			22,050								22,050	√
<b>Gatehouse</b>												
Repoint stone work	24,000					31,907					55,907	√
Replace veranda joists and flooring	5,000										5,000	√
Security and accessibility upgrades	6,500										6,500	√
Replace windows	20000										20,000	√
Septic replacement								84,426			84,426	√
<b>Ed Center</b>												
Accessibility doors and ramps											-	√
Replace siding							13,401				13,401	√
<b>MOK - Visitor Services Subtotal</b>	<b>113,500</b>	<b>-</b>	<b>22,050</b>	<b>-</b>	<b>60,775</b>	<b>31,907</b>	<b>13,401</b>	<b>84,426</b>	<b>-</b>	<b>-</b>	<b>326,059</b>	√
<b>Site General</b>												
Parking Upgrades		5,250									5,250	
Pedestrian bridge deck replacement			16,538								16,538	
Resurface roadway and parking lot				11,576					14,775		26,351	
Signage		2,100									2,100	
Construct flush washrooms	30,000	90000									120,000	
Develop site work shop											-	
<b>MOK- CA Subtotal</b>	<b>30,000</b>	<b>97,350</b>	<b>16,538</b>	<b>11,576</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>14,775</b>	<b>-</b>	<b>170,238</b>	

The 10-year Capital Plan is updated by the MVCA Board of Directors as needs and priorities change. Category 3 capital works subject to this Agreement are identified in the final column. The average annual amount of municipal capital levy allocated to Category 3 works at the Mill of Kintail Conservation Area is approximately 2%.

**Schedule C**  
**MVCA - Municipal Levy Apportionment**

Apportionment follows the modified current value assessment method levy apportionment calculation set by provincial regulation. Table 2 includes a reference summary of the 2023 municipal levy percentage breakdown by municipality.

**Table 2:** Mississippi Valley Conservation Authority's 2023 municipal levy breakdown.

<b>Municipality</b>	<b>CVA-based apportionment<sup>2</sup></b>
Addington Highlands, Twp	0.1551
Beckwith, Twp	0.6922
Carleton Place, Town	2.6709
Central Frontenac, Twp	0.4303
Drummond/North Elmsley, Twp	0.4870
Greater Madawaska, Twp	0.0351
Lanark Highlands, Twp	1.1084
Mississippi Mills, Town	2.7838
North Frontenac, Twp	0.9116
Ottawa, City	90.1030
Tay Valley, Twp	0.6226
	100.00

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<sup>2</sup> Municipal levy apportionment is determined on an annual basis as per assessment data provided by the Ministry of Natural Resources and Forestry.





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Clerk























**Date** December 16, 2022



**Resolution # 480-22**

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

**Moved By:**  
Councillor Fowler

**Seconded By:**  
Councillor Huetl

**Be it Resolved That** Council receives for information Councillor Inglis' Administrative Report entitled 'Township Statement of Intention Regarding Climate Change';

**And That** Council recognizes that the world is facing a climate emergency, where global average temperatures are rising due to continued burning of fossil fuels;

**And That** this temperature rise will have severe and devastating consequences for people everywhere, including in this township;

**And That** the Township state its intention to consider climate change mitigation actions in future decision making processes;

**And That** Councillor Inglis will meet with interested individuals and provide recommendations to Council.

**Carried**

Mayor



## **Administrative Report**

To: Mayor and Members of Council

From: John Inglis, Councillor

Date of Meeting: December 16, 2022

Re: Township Statement of Intention Regarding Climate Change

### **Background**

With each passing year we see more evidence of the destructive results of a world that is warming due to human activity releasing carbon dioxide into the atmosphere. This township has already recognized that weather events are becoming more severe and unpredictable, and are due to a quickly changing climate. For example, our roads department and emergency services have both considered strategies for adapting to what is known to be coming- more severe and unpredictable weather events.

Other municipalities, for example Ottawa and Kingston, have officially recognized that there is a climate emergency happening right now, and that they will attempt to introduce policies and practises to mitigate climate change by reducing CO<sub>2</sub> production within their jurisdictions. Tay Valley Township has formed a climate change working group that is tasked with proposing real ideas to Council. We all recognize that mitigation is a global challenge that will not be solved by actions only at the municipal level. At the same time, seeing the recent completion of the COP 27 meeting in Egypt, the 27<sup>th</sup> such meeting in a world where global CO<sub>2</sub> output is still rising, we witness that global action is simply not in place yet. This report argues that, as minimal as our local efforts may be, they are important in demonstrating to ourselves and to the tax-paying public that we all recognize the enormity of this looming crisis and are attempting to do something about it. It is Council's role as leaders in the community to make a bold statement and to take whatever action we can.

### **Researched By**

John Inglis, Councillor

Councillor Inglis' Administrative Report  
Township Statement of Intention Regarding Climate Change  
(December 16, 2022  
Page 1 of 3

## Comments

The proposal in this report is that Council simply make a statement of intent, not adopt any particular action at this time. That statement would say that North Frontenac Township recognizes that a climate crisis is unfolding around us, that this crisis is due to ongoing human burning of fossil fuels, and that the Township will consider possible mitigation actions in its decision making in the future.

There will be arguments against making such a statement: the most likely is that we are too small to make any difference. We have enough to worry about keeping roads maintained and taxes under control, without spending time and energy on a hopeless cause. My rebuttal to that argument is that this is not leadership. We were elected to lead the township through problems big and small, and to look beyond what is immediately in front of us.

A second argument from a small group of people is that climate change is a natural phenomenon and not the result of human activity. The science is overwhelmingly clear that this position is wrong, and I will not argue it here. We either accept what science tells us, or we believe what is convenient.

A third argument is that our small township can't afford to spend taxpayers' money on new initiatives. This report is not suggesting spending any new money on climate change mitigation at this point. It is suggesting that Council recognize the coming crisis as a real one, and state that climate change mitigation will be considered in future decisions.

## Financial Implications

None, with the acceptance of the recommendations in this report. Any expenditures would be at the discretion of Council. Certain kinds of investment now could result in future savings in energy costs, but not in climate change adaptation costs. Short term financial savings are not the goal of the initiative suggested in this report. The goals of possible climate actions by North Frontenac Township are (a) to incrementally contribute to a de-carboning of our energy use, (b) to demonstrate to taxpayers that this is a proactive and forward thinking Council, (c) to create a sense of empowerment among Council and staff in the face of an overwhelming challenge, and (c) to reduce the cost of future energy use by investing in renewables.

## Recommendation

**Be it Resolved That** Council receives for information Councillor Inglis' Administrative Report entitled 'Township Statement of Intention Regarding Climate Change';

Councillor Inglis' Administrative Report  
Township Statement of Intention Regarding Climate Change  
(December 16, 2022  
Page 2 of 3

**And That** Council recognizes that the world is facing a climate emergency, where global average temperatures are rising due to continued burning of fossil fuels;

**And That** this temperature rise will have severe and devastating consequences for people everywhere, including in this township;

**And That** the township state its intention to consider climate change mitigation actions in future decision making processes;

**And That** Council will form a Task Force called "Climate Change Working Group", with two Councillors as members plus at least two members of the public, to make recommendations to Council;

**And That** this Task Force will meet at least four times per year.



## 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: September 22, 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](mailto: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. Ombudsman Ontario re: August Newsletter;
2. Legal Clinic re; Member and Board Recruiting.

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

#### **Previously Provided B Section:**

1. Sharbot Lake Interagency Group re: Invitation Building Community Connections;
2. Dave Dalman, Resident: Fire Guards, Fire Smart and Strategic Planning.

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Clerk/Planning Manager Administrative Report  
Communications  
September 22, 2023  
Page 1 of 1

From: Louise Moody  
Sent: September 7, 2023 5:19 PM  
To: Corey Klatt  
Subject: Invitation

Hi Corey,  
The Sharbot Lake Interagency Group is working with the Township Of Central Frontenac to host an in-person meeting in September. We want to connect as a community and reestablish connections post Covid. The meeting is on Sept 28 at 10 am to 2 pm at OSO hall.

I wanted to extend an invitation to North Frontenac Township to have a representative join us. It will be a great opportunity to learn about other groups and agencies serving our Rural Frontenac community.

See attached invitation to share. We will have drinks and dessert. Please bring your lunch.

Louise Moody, Executive Director  
Rural Frontenac Community Services

You're Invited

# BUILDING COMMUNITY CONNECTIONS

**Thursday September 28, 2023**

**OSO Hall, Sharbot Lake**

**10am-2pm**

Hosted by Township of  
Central Frontenac

Join us for a day of building connections with the agencies, service clubs, and faiths that serve our community. Share information about the work you are doing in the community while making in person connections.

**Bring a Lunch!**



**From:** dave dalman  
**Sent:** September 5, 2023 2:59 PM  
**To:** Mayor Lichty  
**Cc:** Corey Klatt; Tara Mieske; Roy Huetl  
**Subject:** Fire Guards, Fire Smart and Strategic Planning

Dear Mayor and Councillors;

North Frontenac has been the site of several tornadoes, blowdowns and a derecho leaving a significant amounts of downed wood in our forests. This wood provides fuel for very hot and potentially fast moving fires.

As we haven't had forest fires for almost 100 years and there has been limited logging, I encourage Council to include in North Frontenac's strategic priorities, a coordinated effort with the Ministry of Natural Resources and Forestry, an accelerated program of logging to include fire guards around our homes and cottages, accompanied by a Fire Smart program encouraging property owners to take actions on their lands.

Certainly this summer of fires highlights the importance of such programs. Most likely such a program can be made on or near a fully cost recovered basis with the sale of wood.

Thanks for considering this matter.

Yours truly,

Dave Dalman,



## Administrative Report

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: September 22, 2023

Re: Proposed 2024 Council Meeting Dates

### Background

By-law #26-23, being Council's Procedural By-law provides in Section 3.5 Regular Council Meetings "At the beginning of the term at the first Regular Meeting of Council and in subsequent years at a regularly scheduled meeting in September or October, Council shall determine the Regular Meeting schedule for the upcoming year including the frequency of meetings, day of the week and time of commencement.

In 2023 Council met every three weeks excluding the months of July and August where the meetings were held monthly. Meetings were held on Thursdays at 5:00 pm for four meetings in June, July, August and September. The remainder of the meetings were held on Fridays at 9:00 am.

### Researched By

Tara Mieske, Clerk/Planning Manager

Brooke Drechsler, Deputy Clerk/Assistant to the Planning Manager

### Comments

This report has been prepared to get direction from Council on the frequency, days of the week and time Council would prefer to hold their meetings in 2024.

### Frequency

Council has had a three week rotation, excluding July and August which are monthly for several years. The frequency seems to work well. There are a lot of requests for or requirements for Presentations and Delegations in the first three months of the year. Otherwise the length of the meetings seems manageable and business is being dealt with in a timely manner. Council can consider increasing or decreasing the frequency if they wish.

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Clerk/Planning Manager's Administrative Report  
Proposed 2024 Council Meeting Dates  
September 22, 2023  
Page 1 of 2

Day of the Week

Council in the past held Council Meetings on Fridays. Throughout 2023 they held meetings on Thursdays. Both of these days were manageable and equally attended. The day of the week is a preference and does not have to be the same for the entire year. However; it is recommended it be fairly consistent.

Time

Prior to 2023, Council Meetings were held at 9:00 am. This was the case for most meetings in 2023. However; Council held some evening meetings in 2023 in June, July, August and September. Both of these times were manageable and equally attended. The time of day is a preference and does not have to be the same the entire year. However; it is recommended it be fairly consistent.

**Financial Implications**

None.

**Recommendations**

**Be It Resolved That** Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Proposed 2023 Council Meeting Dates";

**And That** Council instructs the Clerk to prepare the 2024 Council Meeting Schedule and provide it to Council for review at an upcoming meeting based on the following frequency, day of the week and time of day:

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## Administrative Report

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: September 22, 2023

Re: Concession Road Allowance Closure – McNicol

### Background

An Application was submitted for consideration to close and purchase a Concession Road Allowance by William and Darlene McNicol described as the Road Allowance between Concessions 9 and 10, Lot 8, geographic Township of Palmerston. Council at their meeting held July 20, 2023 passed the following resolution:

**Moved by Councillor Hermer, Seconded by Councillor Huetl Resolution #319-23**

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

**And That** Council approves in principle the Application to close, stop up and sell the 66’ Road Allowance between Concessions 9 and 10 in Lot 8, geographic Township of Palmerston as noted on the sketch submitted with the application to the applicant in accordance with the Road Closing Policy;

**And That** the Clerk circulate Olmstead, the adjacent property owner; and to Fenwick and Johnson to ensure there are no concerns with access to their properties;

**And That** Council waives the requirement to offer thirty-three (33) feet to the adjacent property owner of the proposed Concession Road Allowance due to the irregular shape being requested to be purchased.

**Carried**

### Research By

Tara Mieske, Clerk/Planning Manager

Sonia McLuckie, Assistant to the Clerk/Planning Manager

### Comments

On August 17, 2023 letters were circulated to the three (3) adjacent properties owners, Olmstead, Fenwick and Johnson. Response was received from two property owners.

On August 28, 2023 Mr. Olmstead attended the Township Office and provided the following comments in writing:

*“I, Thomas Olmstead object to the closure and sale of the Concession Road Allowance adjacent to my property. The closure and sale would land lock and therefore de-value my property and cause access issues.”*

On August 31, 2023 Mr. Fenwick emailed the Township Office and provided the following comments:

*“I do have concerns with the proposal. The sale and closing of the concession road allowance would block off potential access to my rear field. Although I'm currently not accessing it via the concession road, there are times of the year that my property is not accessible. I have farmed those fields in the past and may again in the future.”*

The Policy for the sale and Disposition of Land under the General Provisions provides in Section 6a) vii. “Applications may not be approved if: It is determined the closure and sale will result in a negative impact on neighbouring owners land.”

Due to the layout of the Concession Road Allowance proposed to be purchased, the Township cannot offer half thirty-three (33) feet to the adjacent property owners. The objections submitted are viable responses, therefore, it is recommended that the closure of this concession road allowance be denied.



### **Financial Implications**

The Application and Application fee of \$1,200 plus HST was submitted June 30, 2023 in accordance with the Policy for Sale and Disposition of land Policy.

### **Recommendation**

**Be It Resolved That** Council receives for information the Clerk/Planning Manager Administrative Report entitled “Concession Road Allowance Closure – McNicol”;

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Clerk/Planning Manager’s Administrative Report – Concession Road Allowance Closure – McNicol  
September 22, 2023  
Page 2 of 3

**And That** based on the Policy for the sale and Disposition of Land not to sell Road Allowances which result in a negative impact on neighbouring owners land; Council denies the Application to close, stop up and sell this Road Allowance.

**And That** Council instructs the Clerk to advise the Applicant and adjacent property owners of Council's decision.



## Administrative Report

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

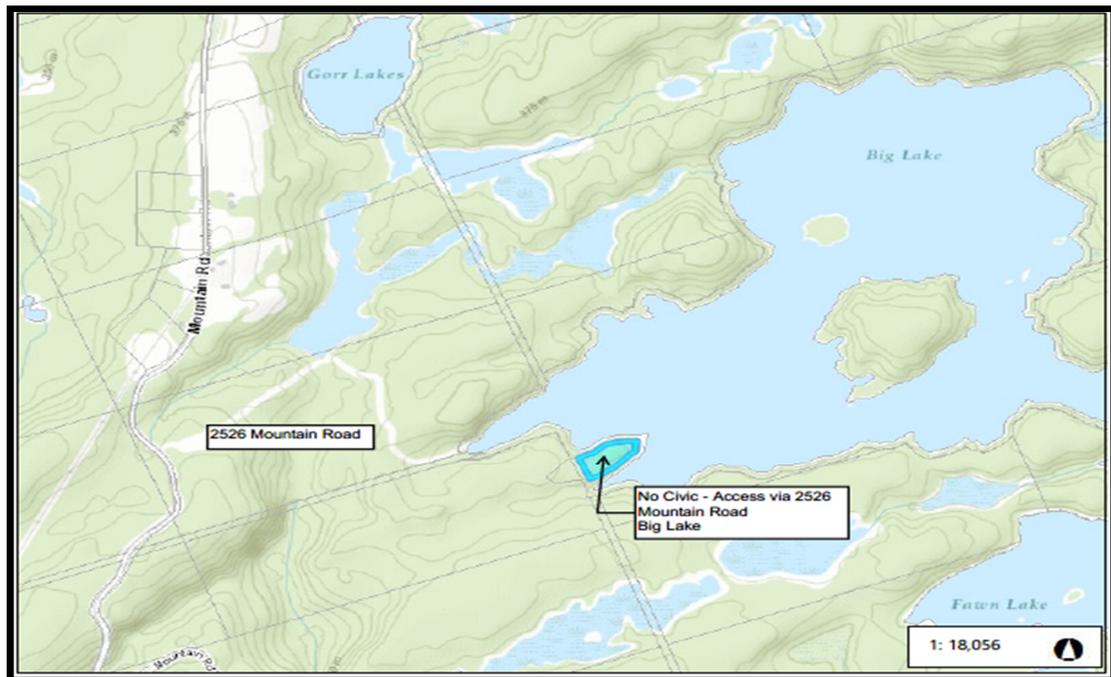
Date of Meeting: September 22, 2023

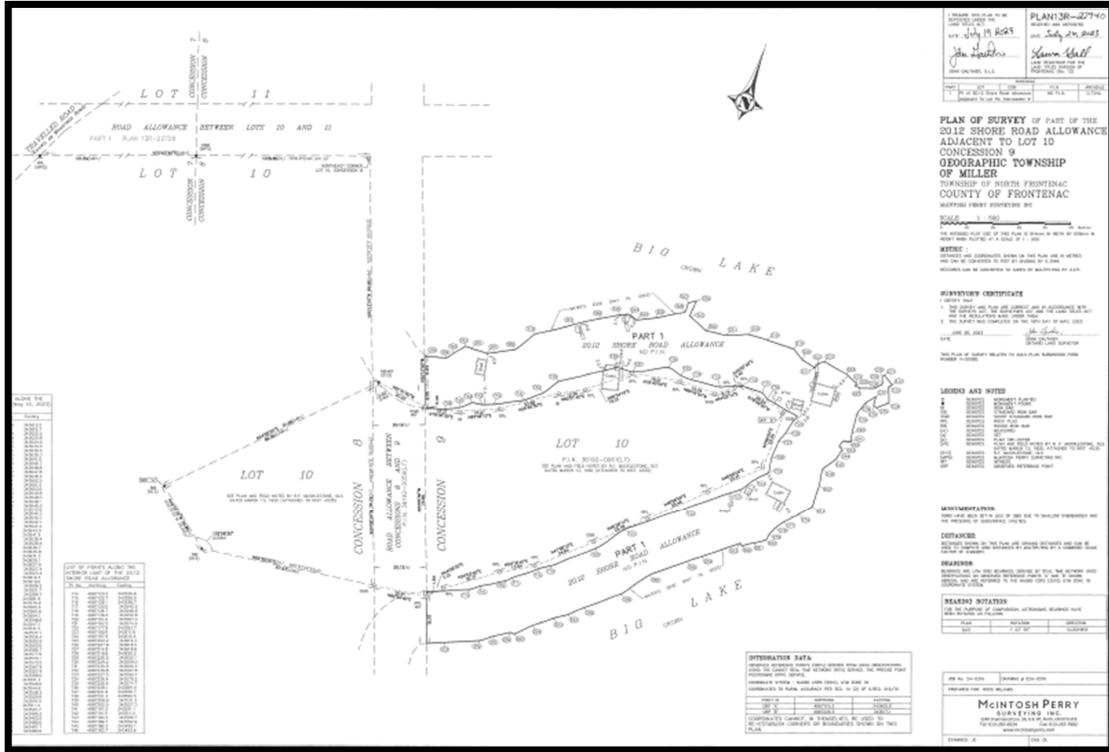
Re: Shore Road Allowance Closure and Sale By-law – Williams and Whitton

### Background

#### Application #1

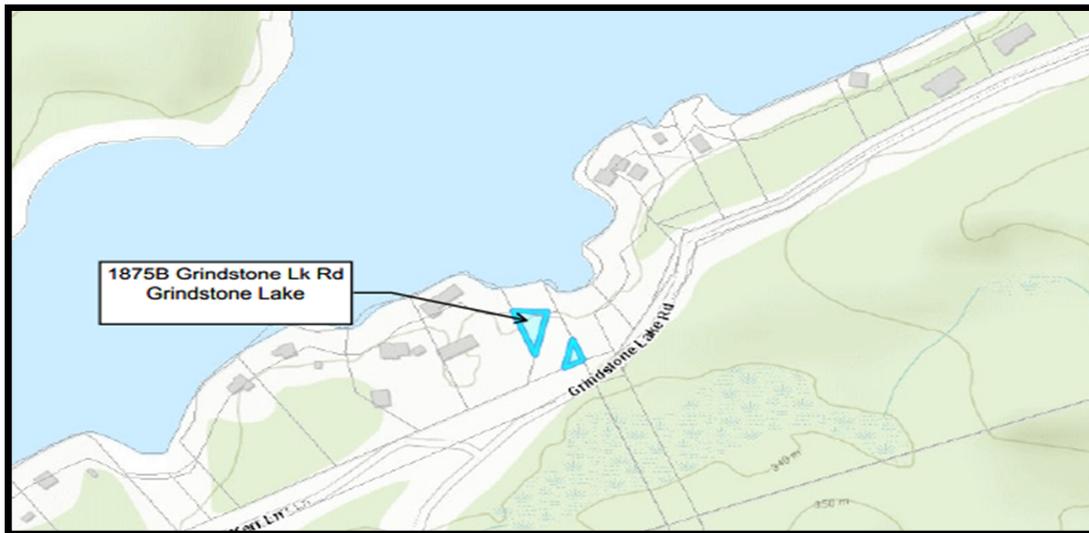
An Application was submitted by John Williams to purchase the Shore Road Allowance along the shore of Big Lake, in front of Lot 10, Concession 9, geographic Township of Miller, being Part 1 on Registered Plan 13R-22940 (see below map and survey). Council passed Resolution #320-23 on July 20, 2023 approving in principal the above noted Shore Road Allowance. Notice was provided in accordance with Sale and Disposition of Land Policy (By-law #20-23).





**Application #2**

An Application was submitted by Brent Whitton to purchase the Shore Road Allowance along the shore of Grindstone Lake, in front of Lot 8, Registered Plan 417, geographic Township of Miller, being Part 1 on Registered Plan 13R-22959 (see below map and survey). Council passed Resolution #230-35 on May 19, 2023 approving in principal the above noted Shore Road Allowance. Notice was provided in accordance with Sale and Disposition of Land Policy (By-law #20-23).





### **Financial Implications**

Both Applications (#1 and #2) were submitted prior to the new Fees and Charges By-law being enacted.

Per, Fees and Charges By-law #75-22 the administration fee for a Shore Road Allowance was 1,000.00 plus \$130.00 HST for a total of \$1,130.00. This fee has been collected from both Applicants.

The Township will receive Land Costs for the sale of the Shore Road Allowance for both in accordance with the Fees and Charges By-law #75-22.

### **Recommendations**

**Be It Resolved That** Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Shore Road Allowance Closure and Sale By-law – Williams and Whitton";

**And That**, as required by By-law #20-23,

- **All That Part** of the Shore Road Allowance adjacent to Lot 10, Concession 9 geographic Township of Miller, being Part 1 on Registered Plan 13R-22940 (Big Lake);
- **All That Part** of the Shore Road Allowance in front of Lot 8, Registered Plan 417, geographic Township of Miller, being Part 1 on Registered Plan 13R-22959 (Grindstone Lake);

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

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



## 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: September 22, 2023

Re: Road Allowance Closure By-law – Barton Road – Whitton

### Background

An Application was submitted for consideration to close and purchase a portion of Barton Road and an Administrative Report was provided to Council and the following Resolution was passed at their meeting on February 5, 2021:

**Moved by Deputy Mayor Martin, Seconded by Councillor Hermer #54-21**

**Be It Resolved That** Council receives for information the Clerk/Planning Manager Administrative Report entitled “Barton Road Allowance Closure Request – Whitton”;

**And That** Council approves in principle the Application to close, stop up and sell the Barton Road Allowance by extending the Whitton lot lines through the Road Allowance as shown in green on Attachment #2 in the Administrative Report;

**And That** the Sale of Land Policy Section 3 provides “It is Council’s Policy to offer half (33 feet) of that portion of the road allowance to the owners of property abutting the opposite side of the subject road allowance”. However; due to the configuration of the Road Allowance and the Applicant’s lot Council agrees to not follow the Policy and offer the full 66 feet to the Applicant;

**And That**, prior to the Applicant having the survey prepared, Council instructs the Clerk to contact the two adjacent property owners to advise them of Council’s approval in principle and potential deviation from the Policy to ensure they do not have any concerns with the proposal;

**And That**, if there are concerns from either of the two adjacent land owners, the Clerk shall provide a report to Council prior to moving forward with the Application;

**And That**, if there are no concerns, from the two adjacent land owners, then the Clerk shall notify the Applicant he can proceed with the Application by providing the survey to allow for the public notice to be completed.

### Carried

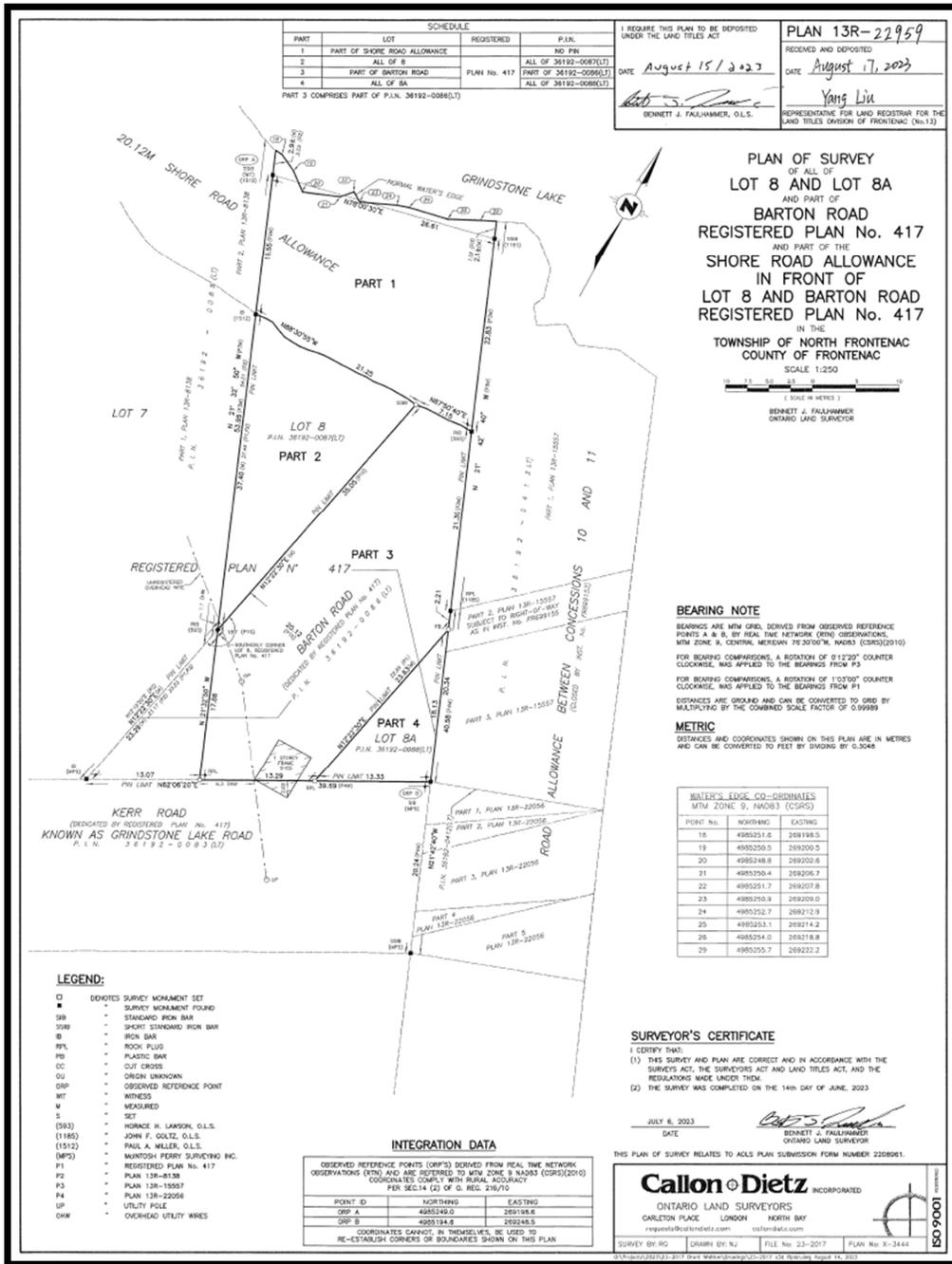
An Administrative Report to advise Council of a potential access issue for a neighbouring property was provided to Council at the April 16, 2021 Council Meeting and the following Resolution was passed:

**Moved by Deputy Mayor Martin, Seconded by Councillor Fowler #193-21**

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Clerk/Planning Manger’s Administrative Report  
Road Allowance Closure By-law – Barton Road – Whitton  
September 22, 2023  
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**Financial Implications**

The Application was submitted prior to the new Fees and Charges By-law being enacted. Per the Fees and Charges By-law #75-22 the administration fee was \$1,000 plus \$130 HST for a total of \$1,130. The fee has been collected from the Applicant on April 4, 2023.

The Township would receive Land Costs for the sale of the Road Allowance in accordance with the Fees and Charges By-law #75-22.

**Recommendation**

**Be It Resolved That** Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Road Allowance Closure – Barton Road – Whitton";

**And That**, as required by By-law #20-23,

- **All That Part** of Barton Road, adjacent to Lot 8 and Lot 8a, Registered Plan 417, geographic Township of Miller, being Part 3 on Registered Plan 13R-22959;

be declared as surplus and sold to the adjoining owner. Appraisal of the properties are not necessary as these are Road Allowances;

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



## Administrative Report

To: Mayor and Members of Council

From: John Inglis, Deputy Mayor

Date of Meeting: September 22, 2023

Re: Possible Purchase of a Township Electric Vehicle

### Background

Vehicle manufacturers around the world are shifting from internal combustion engines to batteries and electric motors, in recognition that there is an urgency to decarbonizing human activities as much as possible, as quickly as possible. Carbon dioxide emissions from burning gasoline in cars and small trucks contribute significantly to Canada's annual production. Canadians are among the highest per capita CO2 emitters in the world. There is an opportunity in Ontario to operate electric vehicles with a very small greenhouse gas footprint if they are charged overnight when nuclear and hydroelectric power are the baseload for electrical generation. The township should be considering battery/electric vehicles for future replacements, for 3 reasons: (a) we have stated that we recognize that there is a climate emergency and the purchase of an electric vehicle will be a small contribution to mitigating climate change, (b) the operating costs are significantly less than for an internal combustion engine vehicle, and (c) it would demonstrate to the public that electric vehicles are a viable option in this rural setting.

### Researched By

John Inglis, Deputy Mayor

### Comments

I am told by the Public Works Manager and the CAO that there are only two vehicles being considered for replacement at this time, pending inspections by the township's mechanic. The first is a 2016 Ford F150 used by the CBO. The second is a 2010 Ford F150 used by Crown Land Stewardship. The 2010 truck is often used to tow a small boat and trailer, and is occasionally needed in the evening as well as during the day.

Deputy Mayor Inglis' Administrative Report  
Possible Purchase of a Township Electric Vehicle  
September 22, 2023  
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At the time of this writing, the only electric pickup truck available is the Ford F150 Lightning. There is generally a 6 month waiting time from order to delivery. The 4 wheel drive XLT model comes with a regular and a long range battery option: \$72,600 for the 386 kilometer range, or \$88,600 for the 515 kilometer range. It is unknown how much range would be lost towing the small trailer, but it would likely be less than 15%. Range would also be lost during cold weather driving, probably in the order of 25%.

I would be reluctant to recommend that the township consider purchasing this vehicle at this time, mainly because it is very new (first year of production) and because there is no competition yet. GM will be next with a pickup truck, probably in 2024. We would be 'early adopters' if we made such a purchase now, and that often comes with higher prices and more problems. Incidentally, the Town of Perth has recently purchased one of these trucks for their fleet.

If a sedan or SUV-type vehicle is ready for replacement, there is a very different environment in the new electric vehicle market. At least 15 manufacturers, including Ford and GM, have models starting at about \$40,000. Many of these have been in production for 5 or more years. Given their low operating cost and proven reliability it is probably worth seriously considering an electric vehicle option for a sedan or SUV. These models typically have warm-weather ranges of 400 km. or more. As the number of fast charging stations in Ontario increases over the next few years, an electric fleet becomes more viable even for longer range travel- for example to Toronto, London or Windsor.

### **Financial Implications**

A replacement for either of the trucks described at the beginning of this report will likely be gas powered, and will cost in the range of \$65,000. It will have the normal life cycle costs of increasingly expensive gas, oil changes, tires, brakes, suspension parts, etc. It will be ready for re-sale in about 2033 or later, by which time, for example, GM has committed to being within 2 years of ending production of internal combustion engine cars and light trucks. It's re-sale value might be very low, as a piece of 'obsolete' technology.

The slightly higher capital cost of a battery/electric vehicle will be offset by much lower operating costs. A truck will use about 22 kWh of electricity per 100 km- cost is \$2.20 at 10 cents per kilowatt-hour, or 2.2 cents per kilometer. A gas powered truck costs about 18 cents per kilometer in fuel at best. An electric truck uses mostly regenerative electric braking, which should reduce brake wear by at least 70%. An electric motor is vastly simpler than a gas engine and should require zero maintenance.

### **Recommendation**

**Be it Resolved That** Council receives for information Deputy Mayor John Inglis' Administrative Report entitled 'Possible Purchase of a Township Electric Vehicle';

Deputy Mayor Inglis' Administrative Report  
Possible Purchase of a Township Electric Vehicle  
September 22, 2023  
Page 2 of 3

**And That** purchase of an electric truck will not be considered until 2025 or later, and not before there are two or more competing brands available;

**And That** the Public Works Manager will consider purchasing a battery/electric sedan or SUV-type vehicle when a replacement is warranted.



## Administrative Report

To: Mayor and Members of Council

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

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

Date of Meeting: September 22, 2023

Re: Action Plan Kashwakamak Waste Site Update

### Background

The Kashwakamak Waste Disposal Site (Site) operates under a Ministry of the Environment, Conservation and Parks (MECP) Environmental Compliance Approval. The site consists of an approved fill area of 0.8 ha within a total site area of 6.6 ha and a maximum waste disposal capacity of 26,200 m<sup>3</sup>.

Cambium Inc. (Cambium) completed the 2021 annual monitoring report for the Site.

On May 3, 2022 we received comments from MECP regarding the 2020 Annual Report for the Site prepared by Cambium. Based on MECP's assessment, the following recommendations were provided by MECP:

- The list of leachate indicator parameters should be updated.
- Concerned with the conceptual interpretation of groundwater flow.
- Concerned with the assessment of background groundwater quality in the overburden.
- Extent of leachate impacts has not been delineated toward the east.
- Agreed that the site is not expected to pose a risk to domestic wells in the area.

In conclusion, the Site was identified as non-compliant with Guideline B-7 towards the east and compliance to the south was unknown. Identified issues must be addressed so the Site can be brought into compliance.

Public Works Manager's Administrative Report  
Action Plan Kashwakamak Waste Site Update  
September 22, 2023  
Page 1 of 5

Next steps included the preparation of an Action Plan for submission to MECP.

On July 15, 2022 Council passed the following Resolution #284-22:

**Be It Resolved That** Council receives for information the Public Works Manager's Administrative Report entitled "Ministry of Environment, Conservation and Parks - Action Plan (Kashwakamak Waste Site)";

**And That** Council approves proceeding with new wells, enhanced sampling and testing to determine if there are any off-site impacts and the extent of any such impacts, at an estimated cost of \$40,000;

**And That** an Action Plan will be prepared and submitted to the Ministry of Environment, Conservation and Parks, and subsequent findings will be reported;

**And That** Council approve retaining Cambium Inc to complete the extra work required to address MECP requirements;

**And That** the Public Works Manager will report the findings and required next steps to Council at a future meeting;

**And That** Council instructs the Treasurer to transfer the estimated \$40,000 for the additional expenses from the Contingency Reserve Fund.

**Carried**

Following the above approval from Council, Cambium submitted a proposed supplementary monitoring program to the MECP in a letter dated July 22, 2022 that was subsequently approved on September 22, 2022.

The supplemental monitoring program addressed MECP recommendations and involved two phases to assess potential offsite impacts.

Phase 1

Addressed determining the source of impacts south of the Site. A new overburden drivepoint and enhanced testing / analysis were required.

Phase 2

Installation of a new cluster well and based on enhanced testing / analysis perhaps a second well. The Township may need to acquire additional lands or groundwater rights for the additional wells.

Field work (including attempts) to collect samples was completed by Cambium on October 18, 2022 (see Attachment #1 for existing and proposed well / drivepoint locations).

Public Works Manager's Administrative Report  
Action Plan Kashwakamak Waste Site Update  
September 22, 2023  
Page 2 of 5

Results of the supplementary monitoring program were inconclusive regarding potential offsite impacts. Cambium submitted a report to MECP dated March 9, 2023 regarding the monitoring results and included the following proposed next steps for consideration by MECP:

- One multi-level monitoring well will be installed south/southwest and down-gradient of clustered wells, on Crown Land.
- One multi-level monitoring well will be installed down-gradient at the eastern property boundary.
- Drivepoint DP11 will no longer be used for overburden background water quality.
- Given an overburden background well location could not be found and no impacts were evident at MW106S, it is recommended to use this well for background overburden water quality.
- A summary of these results will be in the 2023 Annual Monitoring Report for the Site.

On April 6, 2023, Council passed the following Resolution #181-23:

**Be It Resolved That** Council receives for information the Public Works Manager's Administrative Report entitled "Ministry of Environment, Conservation and Parks – Action Plan (Kashwakamak Waste Site)";

**And That** Council approves staff contacting and negotiating access to the crown land adjacent to the Waste Site;

**And That** the Public Works Manager will report the findings and required next steps from the site monitoring to Council at a future meeting.

**Carried**

#### **Researched By**

Darwyn Sproule, Public Works Manager  
Stephanie Reader, Project Hydrogeologist, Cambium Inc.

#### **Comments**

Cambium contacted MNRF to discuss the requirements for drilling on Crown Land. MNRF indicated the wells can be placed on Crown Land with the issuance of a Land Use Permit (LUP). There is an application required, with various requirements (site plan, detailed maps, site photographs, etc.). Further, if a trail or some form of alteration to the Crown lands is required to gain access to the drilling site, then a separate authorization (Work/Construction Permit) is required in addition to the LUP. If large trees are to be removed there are specific requirements to be followed.

Comments were received from the MOECP on August 31, 2023 (see attachment #2). Cambium have reviewed the MOECP Memorandum and provided the following comments and suggested next steps.

Public Works Manager's Administrative Report  
Action Plan Kashwakamak Waste Site Update  
September 22, 2023  
Page 3 of 5

Overall, the MECP was receptive to the proposed action plan, but has requested some additional work. The key recommendations from these comments are as follows:

- An additional assessment be completed for a better understanding of the conceptual site model. As there is potential for groundwater to discharge to the surface, additional studies and/or assessment may be required. Furthermore, the MECP recommended consulting with their surface water specialist for support.
- A detailed assessment be completed to understand groundwater elevations within the approved fill area to determine a suitable approach to ensure that waste placement will not occur in the water table.
- Support was received to use monitoring well MW106S as the replacement background overburden well. This would be under the agreement that the water quality be analyzed to determine its feasibility to continue to represent background conditions in the future.
- An additional multi-level groundwater monitoring well is recommended down-gradient of MW107S and D. This would be in addition to the already proposed 2 groundwater monitoring well clusters. The location is shown on Attachment #1 Site Plan.

Moving forward with Phase 2:

The first step is to obtain a Land Use Permit and a Work/Construction Permit from the MNRF to complete the required drilling on Crown Land. An on-site meeting will be arranged including the Township, MNRF, Cambium and the driller. From Cambium's experience and from walking the proposed drilling sites during 2023, it is expected extensive work will be needed to get the drill rig into the desired locations. The cost of the required trail / road is unknown at this time.

Given the recommendation for three clustered wells, the cost is anticipated to be \$30,000 to \$35,000 for the well drilling.

Given the change in scope and budget, as well as the time required to obtain the required permits, Cambium has indicated that the project schedule could be delayed, and drilling could be completed in 2024. Confirmation should be sought from the MOECP.

Additional budget is required to build the anticipated trails/roads, as well as additional wells have been recommended by the MOECP.

## **Financial Implications**

Work to date is progressing within the previously approved budget for Phases 1 and 2 estimated at \$40,000. To date \$20,750 has been spent on Phase 1 and some preliminary activities for Phase 2 (initial site visits to determine well locations and correspondence with the MNRF).

Given the requirements for an additional site meeting and permitting from MNRF, \$5,000 budget is anticipated.

Given the requirement for three clustered wells, a budget of \$30,000 to \$35,000 is anticipated.

The cost of the trail / roads required is unknown at this time.

Additional funding required will be brought forward during 2024 budget deliberations. Additional details regarding the scope and extra work will be known at that time.

## **Recommendation**

**Be It Resolved That** Council receives for information the Public Works Manager's Administrative Report entitled "Action Plan Kashwakamak Waste Site Update";

**And That** Council approves proceeding with the required site meetings and Ministry of Natural Resources and Forestry permit applications;

**And That** Council approves staff contacting the Ministry of Environment Conservation and Parks (MECP) to negotiate revising the schedule for Phase 2;

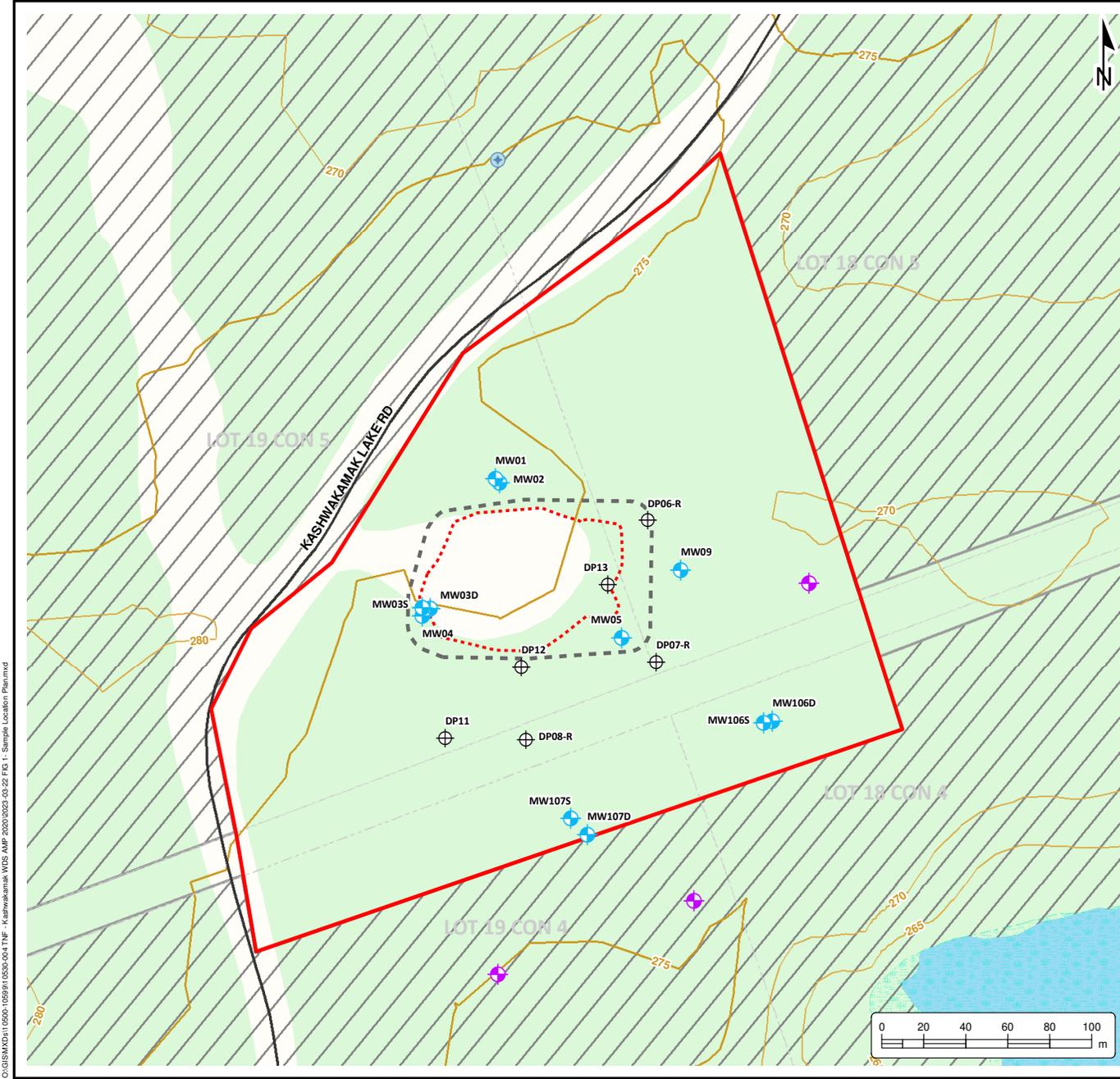
**And That** details regarding the additional funding required to complete the work will be brought forward for Council's consideration during the 2024 budget process;

**And That** the Public Works Manager will report to Council regarding the outcome of the discussions with the MECP and the status of permits at a future meeting;

## **Enclosures (2)**

1. Sample Location Plan, Cambium Inc. – February 2023.
2. MECP memo from Nick Batty, Hydrogeologist titled 2022 Annual Report, Kashwakamak Waste Disposal Site, Township of North Frontenac – August 30, 2023.

Public Works Manager's Administrative Report  
Action Plan Kashwakamak Waste Site Update  
September 22, 2023  
Page 5 of 5



**KASHWAKAMAK  
WASTE DISPOSAL SITE**  
1749 KASHWAKAMAK LAKE ROAD  
North Frontenac, Ontario  
Township of North Frontenac

**LEGEND**

- Monitoring Well
- Proposed Well Nests
- Drivepoint
- Ministry Well Records
- Minor Road
- Contour 5m Interval (Major)
- Contour 5m Interval (Minor)
- Lot / Concession
- Unevaluated Wetlands
- Water Area
- Wooded Area
- Crown Land
- Limit of Existing Waste (0.5 ha.)
- Approved Waste Disposal Area (0.8 ha.)
- Site (6.6 ha.)

**Notes:**

- Base mapping features are © Queen's Printer of Ontario, 2019 (this does not constitute an endorsement by the Ministry of Natural Resources or the Ontario Government).
- Distances on this plan are in metres and can be converted to feet by dividing by 0.3048.
- Cambium Inc. makes every effort to ensure this map is free from errors but cannot be held responsible for any damages due to error or omissions. This map should not be used for navigation or legal purposes. It is intended for general reference use only.

194 Sophia Street  
Peterborough, Ontario, K9H 1E5  
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www.cambium-inc.com

**SAMPLE LOCATION PLAN**

Project No.: 10530-004	Date: February 2023
Scale: 1:2,500	Rev.: NAD 1983 UTM Zone 18N
Created by: DBB	Checked by: SNR
Figure: <b>1</b>	

C:\GIS\Kashwakamak WDS AMP 2020\2020-03-22 FIG 1 - Sample Location Plan.mxd

**Ministry of the  
Environment,  
Conservation and Parks**  
Eastern Region  
1259 Gardiners Road, Unit 3  
Kingston ON K7P 3J6  
Phone: 613.549.4000  
or 1.800.267.0974

**Ministère de l'Environnement,  
de la Protection de la nature  
et des Parcs**  
Région de l'Est  
1259, rue Gardiners, unité 3  
Kingston (Ontario) K7P 3J6  
Tél: 613 549-4000  
ou 1 800 267-0974



**M E M O R A N D U M**

August 30, 2023

**TO:** Craig Dobiech  
Senior Environmental Officer  
Kingston District Office  
Eastern Region

**FROM:** Nick Battye  
Hydrogeologist  
Technical Support Section  
Eastern Region

**RE:** 2022 Annual Report, Kashwakamak Waste Disposal Site, Township of  
North Frontenac

---

I have reviewed the 2022 Annual Report for Kashwakamak Waste Disposal Site (WDS) by Cambium Inc., dated March 20, 2023, which included the report for the 2022 Supplementary Monitoring Program, also produced by Cambium Inc., and dated March 9, 2023. A summary of the available site information is provided below, along with my comments and recommendations.

**Environmental Compliance Approval**

The Kashwakamak WDS is located at 1749 Kashwakamak Lake Road, just north of the Village of Harlow, on Lots 18 and 19, Concession 4 and 5, in the Geographic Township of Barrie, Township of North Frontenac. The Site is owned and operated by the Corporation of the Township of North Frontenac (the Township), and waste management activities are authorised under Environmental Compliance Approval (ECA) No. A380203, which allows for the disposal of solid non-hazardous municipal waste in a 0.8-hectare (ha) fill area within a total Site area of 6.6 ha. The Kashwakamak WDS is a natural attenuating landfill, and the landfilling method is "area fill". The Site has a volumetric capacity of 26,200 m<sup>3</sup>. Based on a topographic survey completed in October 2020 the Site had a remaining capacity of 17,115 m<sup>3</sup> and an estimated site life (based on recent fill rates) of over 80 years.

**Physical Setting**

Topography at the Site slopes towards the east and south to a low-lying forested area that is seasonally inundated with standing water. It is reported that no surface water drains from the Site. A large unevaluated wetland is located immediately southeast of the Site, approximately 200 metres from the waste area. Lake Kashwakamak is located

approximately 400 metres north and west of the Site and Big Gull Lake is located approximately 2 km southeast of the Site.

### **Geology**

The geological conditions underlying the Site have been determined based on observations obtained during previous well drilling and existing geological maps of the area. The Site and surrounding area are characterised by the presence of southwest-northeast trending metasedimentary bedrock ridges, reported to be composed of Precambrian carbonate and clastic metasediments. Bedrock on and surrounding the Site is typically overlain by a thin layer of sandy silt overburden with organic/peat deposits identified in low-lying wetland areas.

### **Hydrogeology**

The general direction of groundwater flow in both the overburden and bedrock was inferred to be southeast toward the extensive low-lying wet area; however, groundwater was also indicated to flow northwest from the southern property boundary in association with the area of seasonal ponding. With two vectors of groundwater colliding, there must be a release / discharge point(s), but this was not discussed. Additional work is required to complete the conceptual site model.

Cambium expects very little groundwater flow to occur in the bedrock below the landfill; rather, most flow is expected to be via the shallow subsurface through the landfill, or via overland surface water flow into the wet area southeast of the waste mound. Seasonal fluctuations are present in both units but are more substantial in bedrock. Related to that, it was stated that while the landfill wastes are generally above the water table, seasonally they may be within the water table at the base of the waste beyond the bedrock ridge. Downward gradients have been typical at MW01, MW02, and MW03. At MW106, gradients are typically down in the spring when water ponds at surface and infiltrates to recharge the water table; however, when water is not present (e.g., in the fall), the gradients are up due to the pressure from the more competent bedrock. Upward gradients have been typical at MW107.

### **Existing Groundwater Monitoring Program**

The groundwater monitoring network currently consists of 8 overburden monitors (monitoring wells or drive points) and 9 bedrock monitoring wells. Monitor depths range from approximately 0.8 to 31.8 m. The currently approved groundwater monitoring program requires groundwater elevation monitoring and water quality sampling to be completed twice per year (spring and fall) at all existing monitoring wells. Groundwater sampling is completed for a robust list of specified parameters in the fall and a shorter list of specified parameters in the spring. The groundwater sampling program includes analysis of those volatile organic compounds (VOCs) listed in Column 1 of Schedule 5 of the Landfill Standards (MOE, 2012) at all monitoring wells in both the spring and fall.

### **Background Groundwater Quality**

Monitoring wells MW01 and MW02 have been used to determine background bedrock water quality at the Site and DP11 for background overburden water quality. Results

from the supplemental monitoring completed in 2022 confirmed DP11 is impacted by leachate (i.e., PFAS) and is no longer considered a suitable background location. During the 2022 work program, a new location for an overburden background well was explored, but no location had sufficient overburden. Because groundwater flows northwest from MW106 and PFAS were not detected, Cambium recommended this location cease to be used for compliance assessment, and instead be used for overburden background monitoring.

Concentrations at MW01 and MW02 (bedrock) have exceeded the ODWQS sporadically for Dissolved Organic Carbon (DOC), hardness, iron, manganese, and Total Dissolved Solids (TDS). Several parameters have been reported to be increasing over time (e.g., chloride, conductivity, copper, potassium, sodium, etc.). Concentrations and trends at these wells have been similar despite their different depths, indicating connectivity.

Concentrations at MW106S (overburden) are in some cases less than the background bedrock monitors (chloride, copper, magnesium, nitrate, potassium, sodium, sulphate). Dissolved oxygen (DO), Oxidation-Reduction Potential (ORP) (reducing), and pH (acidic) are also consistently lower. Conversely, concentrations of ammonia, barium, Biological Oxygen Demand (BOD), Chemical Oxygen Demand (COD), DOC, iron, manganese, phosphorus, Total Kjeldahl Nitrogen (TKN), and Total Suspended Solids (TSS) have been greater, which was attributed to the low-lying wet area surrounding the monitor.

At MW106D, concentrations of barium and manganese were similar to MW106S, and concentrations of ammonia, BOD, DOC, and iron were less than MW106S but greater than MW01/MW02. Chloride concentrations were similar to MW106S but less than MW01/MW02, which is attributed to road salt. Alkalinity (to a lesser degree), boron, and potassium were greater at MW106D than at MW106S, MW01, and MW02.

Cambium concluded that the variation observed between the overburden and bedrock water quality in the low-lying, intermittently wet area southeast of the waste mound versus the bedrock north of the waste mound, indicates the importance of having a suitable overburden background well at the Site, since many elevated concentrations in the overburden are associated with not only organic soils, but also leachate.

### **Leachate**

DP12 and DP13 were historically used to evaluate leachate. A review of the Leachate Indicator Parameters (LIPs) was conducted following the 2022 supplemental monitoring program; conclusions from that assessment included:

- Concentrations at MW09 and DP13 were similar in most cases and have the highest concentrations.
- Concentrations at DP12 are increasing, with several parameters similar to, or approaching, concentrations at DP13 and MW09.
- Concentrations of alkalinity, calcium, conductivity, hardness, magnesium, and TDS were elevated at MW09, DP12, DP13, and to a lesser degree at DP11.

- Ammonia and TKN were elevated at DP13 only. Sulphate was intermittently elevated at MW09 and DP13.
- Barium was elevated at all leachate wells except DP12.
- Boron was elevated at MW09 and DP13 but to a much lesser degree at DP11 and DP12.
- Chloride and sodium were primarily elevated at MW09 and DP13 (greater than MW01/MW02), but were somewhat elevated at DP11 and DP12 when compared to MW106S/D.
- Iron and manganese were significantly elevated at MW09 and DP13 with concentrations at DP11 and DP12 generally within ranges at the background locations.

Historically, LIPs included alkalinity, barium, boron, calcium, chloride, conductivity, DOC, hardness, iron, magnesium, manganese, potassium, sodium, and TDS. Based on the updated assessment, ammonia, sulphate, and TKN were added to the list. The only LIP removed from the historical list was DOC. DP11, once used for background, is now considered a leachate well, along with MW09. Water quality at the leachate wells (DP11, DP12, DP13, and MW09) in 2022 was generally consistent with historical results except for several elevated concentrations at MW09 in October. Concentrations have generally been stable since about 2018 except for increasing chloride and conductivity at all wells and increasing hardness and TDS at DP11 and DP12. TSS has decreased significantly at DP11 since 2015.

### **Downgradient Groundwater Quality**

Downgradient water quality in the overburden is monitored at MW05, DP06-R, DP07-R, and DP08-R. The following observations were made:

- Concentrations at MW05 have generally been stable since about 2017; however, increasing trends have been reported for chloride, iron, manganese, potassium, and sodium.
- Increasing trends were noted for ammonia, barium, calcium, chloride, iron, manganese, potassium, and sodium at DP06-R. Concentrations were generally within historical ranges in June but several parameters were elevated in October.
- At DP07-R, most LIP concentrations have been similar to or less than background monitor MW106S except for chloride which has been slightly elevated. Chromium was elevated in the autumn of 2021. In October 2022 it remained elevated, though less than the previous year.
- At DP08-R, other than ammonia, the LIP concentrations have been similar to, and in many cases less than background monitor MW106S, indicating this location has not been impacted by leachate.

Based on the 2022 data, it was concluded that impacts to the overburden water quality has not changed markedly over the past year and continues to be naturally attenuated within about 30 m southeast of the waste mound. Impact to the southwest of the waste

mound in the overburden extended to at least DP11, although impacts had not reached DP08-R, indicating a preferential flow path more directly west than previously thought. Impacts to the east have not been delineated beyond DP06-R (and MW09).

Downgradient water quality in the bedrock is monitored by MW03S, MW03D, MW04, MW107S, and MW107D. The following observations were made:

- Concentrations at monitors MW03S and MW03D have generally been similar to background concentrations at MW01 and MW02, except for boron, potassium, sodium, and sulphate at MW03D, and barium and potassium at MW03S.
- Considering the parameter concentrations at MW106D, the barium and potassium may simply be indicative of varying natural water quality. Boron and sulphate at MW03D are higher than even the leachate wells suggesting a non-waste related source.
- Increasing chloride concentrations at MW03S have stabilized since 2018.
- Parameter concentrations at MW03D that peaked in 2018 continued to decrease in 2022 (e.g., alkalinity, barium, calcium, chloride, etc.). Boron has been increasing since reducing significantly in 2018 and was greater than historical ranges in 2022.
- Concentrations at MW04 continued to be similar to MW01 and MW03S, with concentrations being greater than background for alkalinity, ammonia, barium, boron, manganese, and potassium; however, trends were similar to MW01 and/or were less than MW106D, indicating natural variations as opposed to Site-related impacts. Increasing trends of barium, chloride, potassium, sodium, and potassium continued in 2022, mirroring trends reported at MW01.
- Water quality at MW107S has generally been similar to MW106D, except for ammonia, calcium, chloride, and to a lesser degree barium, hardness, and iron, which are elevated. Concentrations of magnesium, potassium, and sodium have been less at MW107S.
- Most LIP concentrations are elevated at MW107D, similar to MW09, including iron, chloride, and manganese.

Given the lack of impacts at overburden wells DP07-R, DP08-R and MW106S, and bedrock well MW106D in combination with the impacts reported at MW107D and to a lesser degree at MW107S, a preferential flow path for the leachate impacted groundwater from the waste mound to the west-southwest, travelling down into the bedrock and migrating southwest was inferred. Coupled with this, it was surmised that impacts at MW107S were due to upwelling of impacted groundwater (vertical flow), as opposed to horizontal flow.

The only detectable VOC concentrations in 2022 were as follows:

- Vinyl chloride at DP13 in June and DP06-R in October, both concentrations exceeding ODWQS,
- Vinyl chloride at MW05 in June and October,

- Vinyl chloride at MW09 in June and October, exceeding the ODWQS in October, and
- Benzene at MW09 in October.

### **Guideline B-7**

Reasonable Use Criteria (RUC) were calculated for all parameters in Columns 1 and 2 of Schedule 5 in the Landfill Standards (MOE, 2012), as designated by the trigger mechanism. Assessment locations used were DP06-R, DP07-R, DP08-R, MW09, MW107S and MW107D.

RUC exceedances in overburden monitors for three or more consecutive occasions were observed for DP06-R (barium, chloride, iron, manganese, alkalinity, hardness, and TDS), MW106S (iron), and DP07-R (DOC). In bedrock, RUC exceedances and trigger levels were observed at MW09 (barium, iron, manganese, alkalinity, hardness, and TDS), MW107S (barium (June only), iron, manganese, hardness (June only), and DOC), and MW107D (barium, iron, manganese, alkalinity, hardness, TDS, and DOC).

### **Trigger Mechanisms and Contingency Action Plan**

Details of the trigger mechanism are as follows:

- While the Reasonable Use Concept (RUC) B-7 remains in effect, the groundwater trigger parameters should be comprised of all of the chemical constituents listed in Columns 1 and 2 of Schedule 5 in the [2012] Ministry Landfill Standards.
- An exceedance for any listed chemical parameter should be defined as a numerical elevation of any analytical value above the RUC values at the downgradient on-Site monitors DP06-R, DP07-R, DP08-R, and MW09 related to the landfill.
- Certain metals (iron and manganese) and organics (DOC) are ubiquitous constituents within a wetland setting and have naturally occurring wide ranges in concentrations. The examination of these parameters as impact indicators should be based on established trends and gradients.
- If three consecutive RUC exceedances for any trigger parameter are deemed to be caused by the landfill, further investigations would be initiated to determine the significance of the exceedance, such as completing additional monitoring locations further downgradient and closer to the property boundary.
- If further exceedances are confirmed based on the additional investigations with respect to the trigger above a contingency plan should be prepared and submitted after the third exceedance to the Ministry Regional Director for approval.
- Should a RUC exceedance occur during the next routine sampling event, the implementation of the contingency plan should proceed after the receipt of the exceedance.
- Such a contingency plan should provide recommendations for

- the acquisition of additional bufferlands;
- the timing for the acquisition of bufferlands (if acceptable to the Ministry); and
- the subsequent quality monitoring program needed to confirm acceptable off-site groundwater impact.
- Regardless of the RUC conformance, should any landfill perimeter monitor contain any constituent (excepting DOC, iron, manganese, and zinc) having a concentration exceeding the ODWQS on three consecutive occasions and is deemed to be caused by the landfill, an environmental study should be undertaken to establish that the bordering vegetation/bordering functions are not significantly affected by the leachate discharge.

Due to continued RUC exceedances, the trigger mechanism was activated in 2022. Cambium prepared an Action Plan to address the compliance issues (i.e., 2022 supplementary monitoring). The results of the 2022 supplementary monitoring confirmed that impacts were occurring at the most downgradient wells in the existing network (DP06-R, MW09, MW107S, and MW107D). A report outlining the findings of the supplementary assessment, including recommendations for additional wells was prepared and submitted to the Ministry for review.

### **Groundwater-Surface Water Interaction**

Groundwater flow at the Site in the overburden and bedrock is southeasterly from the waste disposal area to the low-lying wet area. Given that the bedrock across the Site is relatively competent, low to moderate water transmitting potential is expected within the deeper bedrock aquifer. Vertical gradients across the Site have been inconsistent, likely due to connectivity between the aquifers monitored and the intermittent flooding. Groundwater is expected to flow downward through the overburden unit and along the overburden-bedrock contact, or within the shallow fractured bedrock when present, toward the south and southeast where it discharges to surface for at least part of the year.

### **Potable Supply Wells**

Much of the lands surrounding the Site are undeveloped Crown Land with no developed properties down- or cross-gradient (east or south) to the Site. There are two residences within 500 m of the Site, both located north of the Site. These wells are installed at 24 and 28 m bgs in bedrock. Low to moderate water transmitting potential is expected within the bedrock aquifer, and they are located upgradient of the Site, so impacts to these wells are not expected.

### **Landfill Gas**

Landfill gas (LFG) was monitored at all monitoring wells associated with the 2022 groundwater monitoring events; however, due to a software error, LFG concentrations at several wells were not recorded. For those that registered readings, methane concentrations were less than 0.05% methane by volume in all wells except for DP07-R in October, where it was between 1% and 5% methane by volume. LFG at DP07-R has

fluctuated in the past, occasionally to concentrations within the explosive limit (> 5% methane by volume). Given the location and the presence of saturated soils for at least part of the year, it is interpreted that the source of the methane is the organic soils in which the well is screened. Currently, no active or passive LFG control systems are utilized at the Site. Due to the generally small size of the waste pile and the remote location of the Site, these systems are not currently considered necessary for LFG management. A full evaluation of potential landfill gas production is beyond the scope of this review.

### **Ongoing Groundwater Monitoring and Reporting**

Considering the results of the supplemental monitoring program and Ministry correspondence, the following recommendations are being made by Cambium:

- VOC analysis be reduced to once every five years at leachate monitor DP13 as concentrations have generally been at or less than the RDLs since being monitored at the Site. The ministry reviewer did not agree with this assessment as VOCs have periodically been detected at MW05 and MW09. The ministry reviewer did support VOC sampling only being conducted once annually (spring) and only at DP12, DP13, MW09, DP06-R, and DP07-R for a comprehensive suite. A parameter list was submitted to the Ministry for approval with the supplemental monitoring report.
- Following the 2018 assessment, it was recommended MW01, MW03S, MW03D, MW05, DP07-R, and DP08-R be removed from the monitoring program. The Ministry reviewer agreed with the removal of MW01, MW03S/D, and MW05 but did not support the removal of DP07-R and DP08-R. As per Condition 8 of the ECA, these requested changes will not be implemented until District Manger approval is received and the Director issues an amended ECA.
- Following the supplementary work program in 2022, impacts were confirmed at DP06-R, MW09, MW107S, and MW107D. Two additional multi-level clustered wells are recommended southwest of the Site and adjacent the east property boundary to delineate leachate impacts. Upon concurrence from the Ministry review, these wells should be installed in the spring of 2023 and sampling in conjunction with the spring and autumn sampling events.
- Following receipt of the autumn results, a contingency plan should be prepared for review and comment by the Ministry. As required by the trigger mechanism, the contingency plan will provide recommendations for the acquisition of additional buffer lands, the timing for the acquisition of buffer lands (if acceptable to the Ministry) and any recommended changes to the monitoring program.

### **Conclusions and Recommendations**

I offer the following conclusions and recommendations:

1. Groundwater is shown in the provided figures to flow in opposite and colliding directions from the northwest and southeast portions of the Site. As was highlighted in the previous Ministry review by Mr. Trimper, groundwater flow

cannot converge in the manner identified unless there is a discharge flow out from the area of convergence. Mr. Trimper concluded that radial flow conditions are likely present in the vicinity of the waste mound, and the northwestern component of flow on the southern portion of the property is likely only intermittent when ponding occurs. I note that for the overburden aquifer, the two flow directions appear to be correct for both spring and fall monitoring events, but for the bedrock aquifer, based on the elevations presented, groundwater flow should flow continuously southeast in both seasons. Additional work and assessment are required to complete the conceptual site model.

2. It was stated that while the waste is generally above the water table, seasonally it may be within the water table in certain locations. This was also highlighted in the previous Ministry memorandum as not being acceptable. It is recommended (again) that additional details/assessment of the water table take place within the approved fill area, and based on the results, a proposal provided as to what actions will be taken to ensure that future waste placement occurs above the seasonally high-water table.
3. I have no issue with MW106S being used as the replacement background well for overburden groundwater quality; however, as highlighted by Cambium, variations exist and many elevated concentrations in the overburden are associated with not only organic soils, but also leachate. As a result, PFAS analysis should be used as the definitive test for leachate presence and compliance testing at all boundary wells (including the MW106 nest).
4. Based on the 2022 data, it was concluded that impacts to the overburden water quality have not changed markedly over the past year and given the lack of contamination at DP07-R and DP08-R, continues to be naturally attenuated within about 30 m southeast of the waste mound. However, significant leachate impacts were “discovered” to the southwest (DP11) and east (MW09) through PFAS analysis, leading Cambium to conclude that preferential flow paths were present more than previously thought. It is possible that contaminant flow to the east and southwest is being driven by the colliding groundwater flow to the southeast and northwest in the overburden (see comment 1). This should be considered when planning the additional assessment work needed to further develop the conceptual site model.
5. The results of the 2022 supplementary monitoring confirmed that impacts were occurring at some of the most downgradient wells in the existing network (DP06-R, MW09, DP11, MW107S, and MW107D). Two additional well locations were recommended, one near the property boundary east of MW09, and the other south of the property line between DP11 and DP08-R. I agree with the placement of the former, but I am concerned that the latter will not be adequate to cover the required delineation associated with DP11 (possible southwestern flow) and MW107S&D (southern flow). I recommend two separate locations, each targeting the above-listed potential groundwater flow paths, in both the overburden and bedrock aquifers, if possible.
6. I could not find the VOC parameter list that was stated to have been submitted to the Ministry for approval with the supplemental monitoring report. This should be submitted so that this point can be addressed.

7. I understand that, following receipt of the fall 2023 results, a contingency plan will be prepared for review and comment by the Ministry, which will provide recommendations for the acquisition of additional buffer lands, the timing for the acquisition of buffer lands and any recommended changes to the monitoring program.
8. Given that leachate impacted groundwater has the potential to discharge to surface in low-lying and wetland areas located south and southeast of the waste mound, you may wish to consult a MECP Surface Water Specialist.

Should you have any questions regarding these comments, I would be happy to discuss them further.

A handwritten signature in black ink, appearing to read 'Nick Battye', with a long horizontal flourish extending to the right.

Nick Battye, MSc, PGeo

ec: Roberto Sacilotto  
Victor Castro  
Christina Klein

c: ECHO Ref # 1-126717384









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

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

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

**Councillor Roy Huetl**

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

**Councillor Vernon Hermer**

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

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

**Deputy Mayor John Inglis**

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

**By-law #60-23**

**Whereas** it is deemed expedient in the interest of The Corporation of the Township of North Frontenac, hereinafter called 'The Corporation', that part of the 66' original shore road allowance described in Schedule "A" attached hereto be permanently closed, and the land sold to the adjoining owner(s) as they may direct;

**And Whereas** notice of this By-law has been posted at least ten days prior to the meeting, at the Municipal Office; on the Township Website; and on the said road allowance;

**And Whereas** Council for The Corporation has heard in person, all persons claiming that their land will be prejudicially affected and who applied to be heard.

**Now Therefore** the Council of The Corporation enacts as follows:

1. Those parts of the 66' original shore road allowance described in Schedule "A" be and the same are hereby permanently closed.
2. Those parts of the said 66' original shore road allowances shall be sold to the adjoining owner(s) as follows:
  - a) **Part 1 on Registered Plan 13R-22940** as a lot addition to the lands described as PIN 36192-0061(LT) for the purchase price of \$11,846.76 plus \$1,540.08 HST for a total of \$13,386.84 (Big Lake);
  - b) **Part 1 on Registered Plan 13R-22959** as a lot addition to the lands described as PIN 36192-0087(LT) for the purchase price of \$842.51 plus \$109.53 HST for a total of \$952.04 (Grindstone Lake).
3. The Mayor or Deputy Mayor and the Clerk or Deputy Clerk of The Corporation are hereby authorized to sign or execute such deeds or other documents as may be necessary to effect conveyance of that part of the said 66' original shore allowance described in Schedule "A".
4. The Clerk shall cause a certified copy of this By-law to be registered on the title to that part of the 66' original shore road allowance hereby permanently closed.
5. This By-law shall come into force and take effect upon registration of a certified copy of this By-law pursuant to the Municipal Act Section 34, Subsection 1.

**Read** a first and second time this 22<sup>nd</sup> day of September, 2023.

**Read** a third time and finally passed this 22<sup>nd</sup> day of September, 2023.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## **SCHEDULE 'A'**

**All That Part** of the Shore Road Allowance adjacent to Lot 10, Concession 9, geographic Township of Miller, Township of North Frontenac, County of Frontenac being, Part 1 on Registered Plan 13R-22940 (Big Lake);

**All That Part** of the Shore Road Allowance in front of Lot 8 and Barton Road, Registered Plan 417, geographic Township of Miller, Township of North Frontenac, County of Frontenac being, Part 1 on Registered Plan 13R-22959 (Grindstone Lake).

**The Corporation of The  
Township of North Frontenac**

**By-law #61-23**

**Whereas** it is deemed expedient in the interest of The Corporation of the Township of North Frontenac, hereinafter called 'The Corporation', that parts of the 66' original road allowance described in Schedule "A" attached hereto be permanently closed, and the land sold to the adjoining owner(s) as they may direct;

**And Whereas** notice of this By-law has been posted up for at least ten days, at the Municipal Office; on the Township Website; and on the said road allowance;

**And Whereas** Council for The Corporation has heard in person, all persons claiming that their land will be prejudicially affected and who applied to be heard.

**Now Therefore** the Council of The Corporation enacts as follows:

1. Those parts of the 66' original road allowance described in Schedule "A" be and the same are hereby permanently closed.
2. Those parts of the said 66' original road allowance shall be sold to the adjoining owner(s) as follows:
  - a) **Part 3 on Registered Plan 13R-22959** as a lot addition to the lands described PIN 36192-0087(LT) and 36192-0088(LT) for the purchase price of \$250.00;
3. The Mayor or Deputy Mayor and the Clerk or Deputy Clerk of The Corporation are hereby authorized to sign or execute such deeds or other documents as may be necessary to effect conveyance of that part of the said 66' original road allowance described in Schedule "A".
4. The Clerk or Deputy Clerk shall cause a certified copy of this By-law to be registered on the title to that part of the 66' original road allowance hereby permanently closed.
5. This By-law shall come into force and take effect upon registration of a certified copy of this By-law pursuant to the Municipal Act Section 34, Subsection 1.

**Read** a first and second time this 22<sup>nd</sup> day of September, 2023.

**Read** a third time and finally passed this 22<sup>nd</sup> day of September, 2023.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## **SCHEDULE 'A'**

**All That Part** of Barton Road adjacent to Lot 8 and Lot 8a, Registered Plan 417, geographic Township of Miller, Township of North Frontenac, County of Frontenac being Part 3 on Registered Plan 13R-22959.

The Corporation of the Township of North Frontenac

**By-law #62-23**

**Being a By-law to Authorize the Mayor and Clerk to Sign a Memorandum of Understanding with Mississippi Valley Conservation Authority to provide Programs and Services**

**Whereas** the Conservation Authorities Act R.S.O. 1990, c. C.27 permits the Mississippi Valley Conservation Authority to provide non-mandatory programs and services under a Memorandum of Understanding as may be entered into with a municipality;

**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 Mississippi Valley Conservation Authority for the period of five (5) years commencing January 1, 2024 to December 31, 2028; and that said Agreement shall be attached heretofore as Schedule 1 – Programs and Services Agreement;

**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 22<sup>nd</sup> day of September, 2023.

**Read** a third time and passed this 22<sup>nd</sup> day of September, 2023.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**The Corporation of the Township of North Frontenac  
By-Law #63-23**

**Being a By-law to Impose Current Fees and Charges for Various Services Provided by the Township of North Frontenac and Provide for the Recovery of Applicable Costs, and to Repeal By-laws #36-23 and #52-23**

**Whereas** Section 391 (1) and (3) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, authorizes a Municipality to impose fees or charges including costs incurred by the Municipality related to administration, enforcement and the establishment, acquisition and replacement of capital assets, on persons,

- a) for services or activities provided or done by or on behalf of it;
- b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or local board; and
- c) for the use of its property including property under its control;

**And Whereas** Section 398 (2) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, authorizes the Treasurer of a Municipality to add fees and charges imposed by the Municipality to the tax roll for the following property in the Municipality and collect them in the same manner as Municipal taxes: 1) In the case of fees and charges for the supply of a public utility, the property to which the public utility was supplied; 2) In all other cases, any property for which all of the owners are responsible for paying the fees and charges;

**And Whereas** Section 444 (1) of the Municipal Act, 2001, S.O. 2001, as amended, authorizes a Municipality to make an order requiring the person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity;

**And Whereas** Section 445 (1) of the Municipal Act, 2001, S.O. 2001, as amended, authorizes a Municipality to make an order requiring the person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to do work to correct the contravention;

**And Whereas** Section 446 (1) (3) and (5) of the Municipal Act, 2001, S.O. 2001, as amended, authorizes a Municipality who has the authority to direct or require a person to do a matter or thing, the Municipality may also provide that, in default of it being done by the Municipality or if the Municipality is required to do it, the matter or thing shall be done at the person's expense; the Municipality may recover the costs of doing a matter or thing by adding the costs to the tax roll and collecting them in the same manner as property taxes; and the costs include interest calculated at a rate of 15 per cent or such lesser rate as may be determined by the Municipality, calculated for the period commencing on the day the Municipality incurs the costs and ending on the day the costs, including the interest, are paid in full;

**And Whereas** Section 69 of the Planning Act, R.S.O. 1990, c. P.13, as amended, authorizes the Council of a Municipality, by by-law, may establish a tariff of fees for the processing of applications made in respect of planning matters;

**And Whereas** Section 7 (1) of the Building Code Act S.O, 1992, Chapter 23, authorizes the Council of a Municipality to pass by-laws requiring the payment of fees and prescribing the amount of fees for applications and issuance of permits;

**Now Therefore** Council of the Corporation of the Township of North Frontenac enacts this "Fees and Charges By-law" as follows:

**That** the fees and charges for various Municipal services as shown in the Schedules attached hereto and forming part of this By-law were previously adopted by Council and shall remain in effect unless Council adopts a By-law amending and/or repealing same:

- Schedule 'A' – Administration and Finance
- Schedule 'B' – Dog Tags, Licence and Animal Control
- Schedule 'C' – Building
- Schedule 'D' – Crown Land Stewardship Program
- Schedule 'E' – Planning
- Schedule 'F' – Waste Management – Landfill Tipping Fees
- Schedule 'G' – Cemeteries
- Schedule 'H' – Fire Department
- Schedule 'I' – Roadside Ditch Alteration
- Schedule 'J' – Civic Addressing
- Schedule 'K' – Construction of Entrances
- Schedule 'L' – Community Hall Rentals
- Schedule 'M' – Recreational Vehicle License
- Schedule 'N' – Disposition of Land
- Schedule 'O' – Line Fence Viewings
- Schedule 'P' – Licence Agreements
- Schedule 'Q' – Refreshment Vehicle Licence
- Schedule 'R' – Licence for Shipping Container
- Schedule 'S' – Use of Township Equipment

**And That** all fees and charges will be subject to applicable taxes unless otherwise noted;

**And That** payments made in U.S. funds shall be credited at par, meaning no exchange will be paid as payments are accepted in Canadian Funds only;

**And That** all fees and charges set out in this By-law shall be payable prior to the provision of the service unless an Agreement in writing is made to the contrary and approved by the Chief Administrative Officer (CAO);

**And That** any request for a reduction or waive of fees shall be in writing to the Clerk for Council's consideration, and include a staff report if required and be approved by Council Resolution;

**And That** in the event any fee or charge imposed herein remains unpaid after provision of the service or is otherwise in arrears, after a period of 30 days, such fees or charges may be added to the Tax Roll for any real property in the Township of North Frontenac, the property owner(s) of which is responsible for paying the fee or charge and shall be collected in like manner as Municipal Taxes;

**And That** Council does hereby delegate the Treasurer of the Township, in consultation with the CAO, the authority to administer such fees and charges and approve such forms and procedures as may be required for the efficient administration of the fees and charges;

**And That** the fees set out in the Fees and Charges in this By-law shall be reviewed on an annual basis by each applicable Manager and the Manager shall advise the CAO of any recommended changes to ensure the Township's Fees/Charges are fair, reasonable and are not greater than the actual cost to provide the service;

**And That** if there is a discrepancy in fee prices, the fees set out herein supersedes any fees listed in other By-laws;

**And That** any additions/amendments to the "Fees and Charges By-law" shall be authorized by By-law;

**And That** Notice of proposed additions/amendments shall be provided in accordance with the Notice By-law and/or applicable legislation;

**And That** should any sections of this By-law, including any section or part of any schedules attached hereto be declared by a court of competent jurisdiction to be ultra vires, the remaining sections shall nevertheless remain valid and binding;

**And That** this By-Law shall come into force and take effect on the date of its passing;

**And That** By-laws #36-23 and 52-23 are hereby repealed;

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

**Read** a first and second time this 22<sup>nd</sup> day of September, 2023.

**Read** a third time and passed this 22<sup>nd</sup> day of September, 2023.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**Township of North Frontenac  
By-law #63-23**

**Schedule 'A' – Administration and Finance – Page 1 of 2**

**Photocopies – Black and White (per page)**

- Letter \$0.25
- Legal \$0.30
- Ledger \$0.50
- Waterproof Paper \$1.00

**Photocopies – Coloured (per page)**

- Letter \$0.50
- Legal \$0.60
- Ledger \$1.00
- Waterproof Paper \$2.00

**Fax (per page)**

- Incoming (per page copy fee only) \$0.25
- Outgoing (local area or toll free - where no long distance charge apply) \$1.00
- Outgoing (Ontario/Canada - where long distance charges apply - \$0.50 per page after first page) \$1.75
- Outgoing (USA/ Overseas/ International - \$0.50 per page after first page) \$2.00

**Mapping (per page)**

- Small Maps - 8.5" x 11" - no customization, black/white or colour (print out from FrontenacMaps.ca, Township websites or internal GIS database - each) is \$1.00
- Medium Maps - 11" x 17" - no customization, black/white or colour (print out from FrontenacMaps.ca, Township websites or internal GIS database - each) is \$2.00
- Township Street Atlas (North Frontenac Portion of County Atlas) - printed and bound in a duo-tang, colour (requires advance notice) is \$12.00
- The Township will work with outside agencies (Bell 911, Public Health Unit, MNR etc.) by referring them to [www.frontenacmaps.ca](http://www.frontenacmaps.ca) and providing any necessary mapping materials free of charge.

**Commissioner of Oaths (Certified Copy)**

- Residents of North Frontenac No Charge
- Non-Residents of North Frontenac \$10.00

**Records Searches and Enquires**

- Archived File Retrieval (minor searches lasting less than one hour) is no charge
- Archived File Retrieval (complex searches lasting longer than one hour, then charged per hour after the first hour) is \$30.00 per hour.

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**Treasury / Misc.**

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- Dishonoured Cheques \$35.00
- Tax Certificate \$40.00
- Tax Certificate (if required with less than 48 hours' notice provided) \$80.00
- Tax Sale Registration Administration Fee \$350.00
- Extension Agreement \$200.00
- Tax Sale Packages no charge
- Copy of Audited Financial Statements, Approved Budget and or Agendas and or Approved Minutes (electronic version available on Township website) no charge
- Building Report Letters \$40.00
- Building Report Letters (if required with less than 48 hours' notice provided) \$80.00
- Other Misc. Letter Preparation as requested by Property Owner \$25.00
- Laminating (per page) \$3.00

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**Merchandise**

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- Township of North Frontenac Hats \$8.85

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**Township Branded Merchandise**

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- All Products will be sold at Cost + Consignment as determined by the CAO, in consultation with the Treasurer

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**Fees for Scenic Route and Historic Loop Signs**

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- Sign Sponsorship Program Fee - \$120.00 per stop and/or sign

Signs will be displayed for a minimum of three (3) years with the Township replacing any lost or damaged sign during this period.

**Note**

For Lottery Licenses and Municipal Freedom of Information and Protection Act Requests – refer to applicable legislation for fees

**Township of North Frontenac  
By-law #63-23**

**Schedule 'B' – Dog Tags, Licence and Animal Control Fees**

**Kennels**

- Kennel License (for persons owning 4 or more dogs; plus dog tag fee for each dog) \$30.00

**Dog Tags**

- Dog Tags – between January 1<sup>st</sup> and March 31<sup>st</sup> \$15.00
- Dog Tags – after March 31<sup>st</sup> \$25.00
- Lifetime Dog Tag \$100.00
- Replacement Tag \$7.50
- Pound Fee for impounded dog (Levied to the owner of any animal picked up and taken to the Humane Society by the Animal Control Officer. These fees are payable at the Humane Society upon the owner claiming such animal and made payable to the Township of North Frontenac) \$100.00

**Township of North Frontenac  
By-law #63-23**

**Schedule 'C' – Building Permit Fees**

The fees payable by the applicant or authorized agent for a construction, demolition, change of use of conditional permit, inspection or administration fees shall be as follows:

**Permit Fee Schedule**

- Class of Permit – Non- Refundable Application/Plan Review
  - Permit Fee \$80.00.
  - Additional Fee for water access and remote properties (Not Applicable)
- Class of Permit – Building Permit (All Structures) Groups A, B, C, D, E or F.
  - Permit Fee \$14.00 to \$1,000.00 Construction Value – Construction Value based on Statistics Canada. Note: There is a minimum fee of \$180.00 for all structures.
  - Additional Fee for water access and remote properties \$300.00 (Builds more than \$30,000.00 and \$150.00 (Builds \$30,000.00 or less)
- Class of Permit – On-site Sewage Systems
  - Construction or alteration of a Class 2, 3, 4, or 5 sewage system other than a Class A sewage system - \$978.00 per sewage system
  - Construction or alteration of a Class A sewage system. (Class A system represents flows greater than 4500 litres) - \$1080 fee per sewage system
  - Installation or replacement of septic tank only - \$772.00 per sewage system
- Class of Permit – Other (flat fee only):
  - Plumbing Permit \$180.00
  - Change of Use, Renewal, Moving \$180.00
    - Additional Fee for water access and remote properties \$150.00
  - Wood Stoves and or Fuel burning appliances \$180.00
    - Additional Fee for water access and remote properties \$150.00
  - Pool \$180.00
    - Additional Fee for water access and remote properties \$150.00
  - Retaining Wall \$180.00
    - Additional Fee for water access and remote properties \$150.00
  - All signs (per sign basis) \$180.00
    - Additional Fee for water access and remote properties \$150.00
  - Change of ownership and or transfer of permit \$180.00
    - Additional Fee for water access and remote properties \$150.00
- Class of Permit – Building Without a Permit Penalty Surcharge. The Chief Building Official is authorized to act on behalf of the Township of North Frontenac to charge a Building without a Permit Fee. This fee will be payable by person starting a construction project, which require a Building Permit, without first obtaining a Building Permit.
  - Permit Fee – 100% of the Building Permit Fee, with a maximum charge of \$5,000 plus cost if exceeds the maximum.
  - Additional Fee for water access and remote properties is not applicable.
- Not ready for Inspection \$180.00
- Class of Permit – Group “C” Residential Demolitions – All or Part of a building

- Permit Fee \$180.00
  - Additional Fee for water access and remote properties \$150.00
- Class of Permit – Group ‘A, B, D, E, F’ Non-Residential Demolitions - All or Part of a building.
  - Permit Fee \$180.00
  - Additional Fee for water access and remote properties \$150.00
- Class of Permit – Group ‘A, B, D, E, F’ Non-Residential Demolitions - All or Part of a building
  - Permit Fee \$600.00
  - Additional Fee for water access and remote properties \$150.00
- Class of Permit – Additional Inspection Fee per the Building By-law
  - Permit Fee \$100.00 per inspection
  - Additional Fee for water access and remote properties \$60.00 per inspection.

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### **Occupancy Classes**

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Group A Occupancy – Assembly Occupancy  
 Group B Occupancy – Care or Detention Occupancy  
 Group C Occupancy – Residential Occupancy  
 Group D Occupancy – Business and Personal Services Occupancy  
 Group E Occupancy – Mercantile Occupancy  
 Group F Occupancy – Industrial Occupancy

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### **Discounts**

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All Registered Charities in the Township of North Frontenac shall receive a 25% discount on all applicable building permit fees effective as of the date of passage of the Building By-law.

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### **Classes of Permits**

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The following classification of permits shall apply in the Township of North Frontenac:

1. Construction (Building) Permit: this permit applies to most forms of construction including new construction, repairs, renovation, under Parts 2, 3, 4, 7, 8, 9 and 11, respectively of the Building Code for Group A-F Occupancies and includes plumbing and farm buildings, moving buildings and signs governed under Section 3.14 of the Building Code.
2. Demolition Permit: this permit applies to govern the type and method of demolition under the Building Code. The applicant for a demolition permit is required to retain a professional engineer to undertake a general review of the project during demolition if the building meets certain criteria as outlined in Article 2.3.2.3 of the building Code.
3. Conditional Permit: this permit may be issued in the discretion of the chief building official to authorize any stage of construction, even though all of the requirements under subsection 8(2) of the Act have not been met (i.e. compliance with some applicable law). The requirements of clauses 8(3) (a), (b)

and (c) of the Act must, however, be complied with before a conditional permit may be issued.

4. On-site Sewage System Permit: This permit applies to On-site Sewage System in Class 2, 3, 4, or 5 and Class A.
5. Change of Use Permit: this class of permit is used where a change in use would result in an increase in hazard (as determined under Sentence 2.4.1.2(1) of the Building Code) even though no construction may be proposed.
6. Partial Permit: this class of permit may be issued to expedite construction because of weather conditions, financing or other legitimate reasons.

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### Refunds

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1. Where a permit has been issued pursuant to this By-law and the applicable fees have been paid, fees may be refunded based on the following formula:
  - 80% where the application is withdrawn or only administrative functions have been performed;
  - 60% where plan review and applicable law compliance has been completed or the permit has been issued and the application is withdrawn or construction does not commence;
  - 0% for permits or inspections valued at \$100 or less.

**Township of North Frontenac  
By-law #63-23**

**Schedule 'D' – Crown Land Stewardship Program**

**Campsite**

- Campsite per night \$22.50
- Non-Profit Group Camping per night \$17.50

**Road Pass**

- Daily \$9.50
- Weekly Road Pass \$22.50
- Resident – Seasonal Road Pass \$22.50
- Non-Resident – Seasonal Road Pass \$45.00
- Not for Profit Organization Daily Road Pass \$8.75
- Fundraising and or Organized Events Daily Road Pass \$8.75
  
- Plus \$3.00 Booking-Administrative Fee

Eligibility of these Not for Profit groups to be determined by the Manager of Community Development in consultation with Chief Administrative Officer.

**Township of North Frontenac  
By-law #63-23**

**Schedule 'E' – Planning**

**Pre-Application Consultation**

Official Plan Amendments, Zoning By-Law Amendments, Site Plan Control, Plan of Subdivision, Plan of Condominium - \$300.00

All other types of Planning Applications - \$100.00

**Official Plan**

Official Plan Amendment (OPA) - \$2,000.00

- Deposit for OPA Application - \$2,000.00

**Zoning Amendment**

Zoning By-law Amendment (ZBA) - \$1,500.00

- Deposit for ZBA Application - \$1,000.00

ZBA Application as a condition of a consent - \$750.00

Removal of Holding (H) Symbol - \$700.00

Temporary Use By-law - \$1,200.00

**Minor Variance/Request for Permission**

Standard Applications (Minor Variance/Request for Permission) - \$1,200.00

Accessory uses to a principal use on non-waterfront properties - \$700.00

Minor variance application in combination with a consent application - \$700.00

**Consents**

Severance to Create a New Lot - \$1,200.00

Lot Addition or Easement - \$750.00

Amendments to Conditions - \$300.00

Cancellation of Consent - \$350.00

Validation of Title - \$700.00

**Plan of Subdivision**

1 to 20 units - \$2,500.00

- Deposit to Township - \$3,000.00

Greater than 20 units - \$3,500.00

- Deposit to Township - \$5,000.00

Amendment to conditions following draft plan approval - \$700.00

Draft Plan Approval Extension – \$500.00

Final Plan of Subdivision/Condominium: Clearance of Conditions - \$1,000.00

### **Deeming By-law/Part Lot Control**

Deeming By-law (Application Fee) - \$400.00

Registration of Deeming By-law – Legal Fees to be charged to Applicant

Part Lot Control By-law - \$700.00

### **Site Plan Control**

Minor Application (developments equal to or less than 200 square metres in area) - \$1,500.00

- Deposit - \$1,000.00

Major Application (developments greater than 200 square metres in area) - \$2,500.00

- Deposit - \$2,000.00

Modification: Amending agreement not required - \$1,000.00

Request for Security Reduction/Release - \$400.00

### **Other Planning and Administrative Items**

Public Notices

- Notice to Cancel a Public Meeting - \$100.00
- Recirculation of Public Meeting Notice (due to an amended application, rescheduling a public meeting, or the need to hold a second public meeting) - \$100.00

Development Agreement (includes registration) - \$700.00

Minimum Distance Separation (MDS)

- Calculation - \$200.00
- Re-calculation - \$100.00

Zoning Compliance Review

- Formal Letter (3-5 Business Days) \$120.00
- Formal Letter (2 Business Days or less) \$240.00

Zoning Clearance Certificate - \$80.00

Review by Planner (outside a formal application) - \$120.00/hour

Radio Communications Facility (e.g., cell tower) Review (fee collected by CRINS and transferred to Township) - \$750.00

Archive/File Search Fee - As per Schedule A of the Fees and Charges By-Law

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**Site Inspections**

Chief Building Official - As per Schedule C of the Fees and Charges By-Law

Public Works - \$60.00 per visit

Director of Emergency Services/Fire Chief - As per Schedule H of the Fees and Charges By-Law

**Township of North Frontenac  
By-law #63-23**

**Schedule 'F' – Waste Management – Landfill Tipping Fees**

**Landfill Tipping Fees**

- Single Bag Tag \$2.00 each
- Waste Volume Fee \$20.00 / cubic yard  
Includes household and commercial construction/demolition waste and shingles.  
Fee will be determined by the Waste Site Attendant or Official based on volume of the load.
- Brush and Yard Waste \$10.00 / cubic yard  
Fee will be determined by the Waste Site Attendant or Official based on volume of the load.
- Box Spring or Mattress \$20.00 each
- Chair \$10.00 each
- Sofa \$20.00 each
- Sofa Bed \$30.00 each
- Carpet
  - small = up to 50 square feet \$5.00
  - medium = 51 to 144 sq ft \$15.00
  - large = over 144 square feet \$25.00
- Carpet Tile \$0.25 each
- Tent \$4.00 each
- Plastic Lawn Chair/ Misc. Plastic \$4.00 each
- Insulated Cooler \$6.00 each
- Miscellaneous Waste per Bag (Bulky Item Bin) \$4.00 each
- Rigid Plastic \$4.00 each
- Boat Tarp / Shrink Wrap \$10.00 each
- Artificial Christmas Tree \$10.00 each
- White Goods (Appliances containing "Freon" or any Ozone depleting refrigerant – Refrigerators, Freezers, Air Conditioners etc).  
Fee Exempt if Freon has been removed by a Qualified Person.  
Unit must be properly tagged to qualify. \$30.00 each

**Bag Tag Fees**

- Bag or other acceptable container of waste equivalent to one standard 26"X36" garbage bag
- Oversized bags or other acceptable equivalent container of waste shall require additional tags or fee as may be determined by the Waste Site Attendant or Official based on the volume.

**Township of North Frontenac  
By-law #63-23**

**Schedule 'G' – Cemeteries**

**Tariff of Fees – Plots**

- **Lot**
  - Interment Rights \$175.00
  - Care and Maintenance \$290.00
  - Fee \$465.00 plus HST \$60.45, Total \$525.45
- **Cremation Lot**
  - Interment Rights \$84.00
  - Care and Maintenance \$175.00
  - Fee \$259.00 plus HST \$33.67, Total \$292.67
- **Lot (non-Resident)**
  - Interment Rights \$240.00
  - Care and Maintenance \$290.00
  - Fee \$530.00 plus HST \$68.90, Total \$598.90
- **Cremation Lot (non-Resident)**
  - Interment Rights \$147.00
  - Care and Maintenance \$175.00
  - Fee \$322.00 plus HST \$41.86, Total \$363.86
- **Repurchase Plot**
  - Administration Fee \$50.00, HST \$6.50, Total \$56.50
- **Transfer (no sales allowed)**
  - Administration Fee \$50.00, HST \$6.50, Total \$56.50

**Marker and or Monument**

- **Flat Marker** Less than 173 square inches
  - Care and Maintenance is \$0.00
- **Flat Marker** Greater than 173 square inches
  - Care and Maintenance is \$100.00, HST \$13.00, Total \$113.00
- **Upright Monument** Less than 4 feet in height or length
  - Care and Maintenance is \$200.00, HST \$26.00, Total \$226.00
- **Upright Monument** Greater than 4 feet in height or length
  - Care and Maintenance is \$400.00, HST \$52.00, Total \$452.00

**Fees for Interment and or Disinterment**

As Set out in the Contract for Interments, as amended from time to time.

**Note:** In order to sell a lot/plot back to the municipality the Interment Rights Holder must have an Interment Rights Certificate or another form of proof of purchase.

**Note:** In Accordance with the *Funeral, Burial and Cremation Services Act, 2002* which came into effect on July 1, 2012.

**Note:** All fees are subject to any applicable Taxes

**Township of North Frontenac**  
**By-law #63-23**  
**Schedule 'H' – Fire Department**

**Fees for Services**

- Providing inspection reports to solicitors and insurance companies
  - Fee for Service – \$100.00
- Providing fire reports to solicitors and insurance companies
  - Fee for Service – \$100.00
- Performing special inspection requests (i.e. property resale, mortgage renewal for residential type buildings)
  - Fee for Service – \$60.00 per hour
- Inspection of private Home Day Care facilities or Group Homes with 3 or fewer residents
  - Fee for Service – No Charge
- Inspection of Group Homes with more than 3 residents
  - Fee for Service – No Charge
- Requested inspections for premises or buildings not mentioned elsewhere
  - Single occupancy up to 2,000 square meters
    - Fee for Service – No charge for residents of the municipality and \$60.00 per hour for non-residents
  - Multiple occupancy up to 2,000 square meters
    - Fee for Service – No charge for residents of the municipality and \$60.00 per hour for non-residents
- Two unit residential inspection for compliance with Section 9.8 of the Fire Code,
  - Fee for Service – \$60.00 per hour
- Institutional inspection
  - Fee for Service – \$60.00 per hour
- Residential inspection for compliance with Section 9.5 of the Fire Code
  - Fee for Service – \$60.00 per hour
- Liquor Licensing requests for:
  - Patios:
    - Fee for Service – \$60.00 per hour if inspection is required \$25.00 if no inspection is required
  - Special Occasions:
    - Fee for Service – \$60.00 per hour if inspection is required \$25.00 if no inspection is required
  - Premises:
    - Fee for Service – \$60.00 per hour if inspection is required \$25.00 if no inspection is required
- Motor Vehicle Incidents – Responding to and providing vehicle fire extinguishment and extrication services to owners and or drivers (Provincial Highways)
  - Fee for Service – Processed through the Ministry of Transportation Fire Response Criteria
- Motor Vehicle Incidents – For emergency response, collision, or motor vehicle fire on any property owned by or within the Municipality of North Frontenac,

including Secondary Roads and Private Lanes, and provides firefighting, emergency service or other essential equipment

- Fee for Service – Based on the Ministry of Transportation, Fire Response Criteria, for non-resident and/or residents of the Municipality
- Fire Services for extinguishing fires set by persons for the purposes of burning grass, brush, rubbish or other such material or burning in barrels, drums, or wild land/forest fires etc.
  - Fee for Service – Per North Frontenac’s Current Burning By-law
- Specialized equipment and/or resources to control or minimize loss (not provided by fire department)
  - Fee for Service – Total cost recovery for specialized equipment/resources plus administration fee
- Clean-up of spills as defined in the Environmental Protection Act, Part X, as amended
  - Fee for Service – Total cost recovery for specialized equipment/resources plus administration fee
- Equipment required to take down or make safe a scene for investigation or overhaul (not owned by Fire Department)
  - Fee for Service – Total cost recovery for specialized equipment and or resources plus administration fee
- Demolish, clean-up and make safe after a fire (if not completed by property owner)
  - Fee for Service – Total cost recovery for specialized equipment and or resources plus administration fee
- Where there has been more than 3 false fire alarms and or faulty equipment or more than 2 nuisance calls in a twelve month period to the same address
  - Fee for Service – \$100.00 per truck per response
- Administration Fee
  - Fee for Service – \$50.00

**Note:** Vehicle and firefighter hours to include refurbish of vehicles and equipment readied for the next incident or response.

**Criteria for Exemption or Reduction of Fees for Services**

Non-Profit Organizations and Non-Profit Events

- Fee – No Charge

**Respecting fees associated with Fire Department responses for Outdoor Fires**

- Pumper
  - Rate per hour – \$300.00
- Tanker
  - Rate per hour – \$300.00
- Wild Land (Pickup Truck)
  - Rate per hour – \$250.00
- Squad
  - Rate per hour – \$250.00
- Off Road Vehicles (ATV, Boat, etc.)
  - Rate per hour – \$100.00
- Fire Fighter
  - Rate per Firefighter per hour – \$25.00

- Site Inspection
  - Rate – \$30.00
- Investigation
  - Rate per hour – \$30.00

**Township of North Frontenac  
By-law #63-23**

**Schedule 'I' – Roadside Ditch Alteration**

**Roadside Ditch Alteration**

Permit

- Fee – \$100.00 plus Security Deposit of \$500.00

**Township of North Frontenac  
By-law #63-23**

**Schedule 'J' – Civic Addressing**

**Civic Address Signs**

- Purchase and installation of civic address number sign
  - Fee – \$100.00
- Purchase of civic address number sign and post only (water access and island properties – installation is the responsibility of the owner)
  - Fee – \$75.00
- Additional special civic sign installation charge (in the event drilling of rock is required to facilitate the installation of the sign as determined by the Public Works Manager)
  - Fee – \$100.00
- Purchase of replacement civic address number sign and post
  - Fee – \$40.00

**Private Lane Name Signs**

- Purchase and installation of Private Lane Name sign and post installed (new or amended lane names, or replacement sign)
  - Fee – \$400.00

**Township of North Frontenac  
By-law #63-23**

**Schedule 'K' – Construction of Entrances**

**Construction of Entrances**

Entrance Permit

- Fee – \$70.00

**Township of North Frontenac  
By-law #63-23**

**Schedule 'L' – Community Hall and Council Chambers Rentals**

**Community Hall**

- Full Day
  - Fee – \$70.00
- Half Day (6 hours or less)
  - Fee – \$35.00
- Rental with Liquor (Plus \$50.00 refundable deposit – mandatory)
  - Fee – \$150.00
- Community Groups (4 hours or less)
  - Fee – \$15.00
- Funeral Receptions and or Lunches
  - Fee – Donation
- Church Groups
  - Fee – Donation

**Council Chambers**

- Community Groups Half Day (4 to 6 hours)
  - Fee – \$35.00
- Community Groups (4 hours or less)
  - Fee – \$15.00
- Church Groups
  - Fee – Donation
- Civic Marriage Ceremony
  - Fee – No Charge

**Note:** All fees include taxes.

Additional Security Deposits at any or all events may be required at the discretion of the Township Representative (i.e. Community Hall Volunteers appointed by Council and in charge of the Community Hall Rentals)

**Township of North Frontenac  
By-law #63-23**

**Schedule 'M' – Recreational Vehicle(s)**

**Recreational Vehicle(s)**

Annual License Fee as per provisions set out the Recreational Vehicle By-law

- Fee – \$300.00 (\$25.00 per month)

Application Fee (non-refundable deposit) – Review Application, Initial Location Inspection and Placement Inspection

- Fee – \$80.00

Removal Inspection

- Fee – \$40.00

Administrative Fee for Recreational Vehicle Placed without a Licence

- Fee – \$300.00

Stored Recreational Vehicle (as defined in the Recreational Vehicle Licence By-law)

- Fee – No Charge

**Township of North Frontenac  
By-law #63-23**

**Schedule 'N' – Disposition of Land**

**Disposition of Land**

Administrative Fee (Non-Refundable)

- Fee – \$1,200 + applicable taxes

Application Re-activation (after the passing of the By-law)

- Fee – \$250 + applicable taxes

Land Costs for Shore Road Allowance

- Fee – \$0.55 per square foot

Land Costs for Concession, Lot, Reserve, Forced Road Application (not leading to water)

- Fee – \$500.00 flat fee for first linear 500 feet (or less) + \$5.00 per linear foot thereafter (based on 33 foot width)

Land Costs for Concession, Lot, Reserve, Forced Road Application (leading to water)

- Fee – \$0.55 per square foot for 66 feet abutting water + \$500.00 flat fee for first linear 500 feet (or less) + \$5.00 per linear foot thereafter (based on 33 foot width)

**Note:** The Applicant is entirely responsible for any expenditure incurred such as survey costs and legal fees, whether the process is completed or not.

**Township of North Frontenac  
By-law #63-23**

**Schedule 'O' – Tariff of Fees for Fence-Viewings under the Line Fences Act**

**Fence-Viewing**

Request for a Fence-viewers Site Visit (3 Fence-viewers plus Administrative Services)

- Fee – \$500.00

This fee shall be submitted to the Township Office with the completed Request for Fence-viewers (Form 1). These fees will cover the initial notice; inspection; and the preparation and notice of the award.

**Additional Charges**

- Additional Fence-viewing (per visit)
  - Fee – \$300.00
- Additional Administrative Fees (Clerk's and or Fence-viewers time per hour)
  - Fee – \$75.00
- Additional Photocopies (per page)
  - Fee – As set out in the Fees and Charges By-law
- Additional Registered Mail
  - Fee – At the Current Rate
- Ontario Land Surveyor Deposit
  - Fee – As set out in the estimate from the Ontario Land Surveyor
- Ontario Land Surveyor Fee
  - Fee – As set out in the invoice from the Ontario Land Surveyor
  - If the Fence-viewers determine an Ontario Land Surveyor should be hired to describe the location of a fence in metes and bounds then the costs of the surveyor shall be paid by the property owner(s) involved at the same apportionment as set out in the Fence-viewers Award for the costs of the fence.
- Legal Fees
  - Fee – As set out in the invoice from the Solicitor
  - If the Fence-viewers and/or the Clerk require a legal opinion with respect to a Request for Fence-viewers these fees shall be paid by the property owner(s) involved at the same apportionment as set out in the Fence-viewers' Award.
- Appeal to Referee
  - Fee – As established by the Line Fences Act

**Township of North Frontenac  
By-law #63-23**

**Schedule 'P' – Tariff of Fees for Licence Agreements**

**Tariff of Fees for Licence Agreements**

Application

- Fee – \$130.00

Annual Administration

- Fee – \$75.00

**Township of North Frontenac  
By-law #63-23**

**Schedule 'Q' – Tariff of Fees for Refreshment Vehicle Licence**

**Tariff of Fees for Refreshment Vehicle Licence**

Application

- Fee – \$150.00 (Non-refundable)

Annual Administration

- Fee – \$150.00

Removal of Refreshment Vehicle

- Fee – \$40.00

**Township of North Frontenac  
By-law #63-23**

**Schedule 'R' – Tariff of Fees for Licence for a Shipping Container**

**Tariff of Fees for Licence for a Shipping Container**

Administrative/Licence for a Shipping Container 15 square metres or less

- No Fee

Administrative/ Licence for a Shipping Container exceeding 15 square metres

- Fee – \$150.00

Administrative/ Licence for a Shipping Container placed without a Licence

- Fee – \$300.00

**Township of North Frontenac  
By-law #63-23**

**Schedule 'S' – Tariff of Fees for Use of Township Equipment**

**Fees for Use of Township Equipment**

- Township Equipment and Vehicles – In Accordance with Ministry of Transportation Rates
- Township Employees – \$35.00 per hour

The Corporation of the Township of North Frontenac

**By-law #64-23**

**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 September 22, 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 September 22, 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 September 22, 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 September 22, 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 22<sup>nd</sup> day of September, 2023

**Read** a third time and passed this 22<sup>nd</sup> day of September, 2023

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Mayor

\_\_\_\_\_  
Clerk