



Regular Council Amended Agenda

Following Public Meeting regarding Fees and Charges By-law

Friday, November 22, 2024

Council Chambers

[Zoom Meeting Registration](#)

1. Call to Order

2. Approval of Agenda

- a) November 22, 2024

Be It Resolved That Council approves the Agenda dated November 22, 2024, as circulated.

3. Disclosure of Pecuniary Interest and General Nature Thereof

4. Business Profile

- a) Brandon's Lawn Care 10

Be It Resolved That Council receives for information the Business Profile of Brandon's Lawn Care provided by the Economic Development Task Force (EDTF).

[Business Profile](#)

5. Presentations

- a) Intact Public Entities: Municipal Insurance 11 - 24

Be It Resolved That Council receives for information the presentation from Darryll Massiah, Account Manager, Intact Public Entities; regarding Municipal Insurance; and thanks him for his time spent today.

[Intact Public Entities Presentation](#)

6. Delegations

- a) Segal Construction: Developing Attainable or Seniors Housing Through a Municipal Housing Corporation 25 - 31

Be It Resolved That Council receives for information the presentation from Segal Construction regarding development of attainable or seniors housing through a Municipal Housing Corporation; and thanks them for their time spent today.

[SEGAL CONSTRUCTION
Letter with Draft Resolution](#)

7. Adoption of Minutes

- a) Minutes of the Meeting(s) to be adopted by Council 32 - 40

Be It Resolved That Council adopts the Minutes of a meeting held October 25, 2024, as circulated.

[October 25, 2024 - Regular Council Agenda - Minutes - Pdf](#)

8. Business Arising Out of Minutes

- a) Resolution #127-24:Kaladar Barrie Fire Chief to attend North Frontenac Budget meeting 41 - 43

Whereas, at the meeting on March 15, 2024, Council passed Resolution #127-24 requesting the Joint Fire Committee discuss the attendance of the Kaladar-Barrie Fire Chief at the North Frontenac Council meeting prior to the consideration of the annual budget;

And Whereas, at the meeting on June 7, 2024, the Joint Fire Committee passed Resolution #15-24, approving the request;

Therefore Be It Resolved That, as North Frontenac will be considering the 2025 budget in November 2024, it would not be beneficial for the Kaladar Barrie Fire Chief to attend North Frontenac's Budget Meeting(s) in November but to attend the Council meeting when Council considers the Kaladar-Barrie Fire Department's annual budget to provide clarification and answer any questions;

And That the CAO will notify the Fire Chief of the date of the Council meeting when the draft budget is being considered by North Frontenac Council.

[Resolution #127-24](#)

[Email from CAO](#)

- b) Resolution #484-23: Funding Opportunity - Electric Vehicle ChargeON Program 44 - 45

Whereas, at the meeting on November 24, 2023, Council received for information the Manager of Community Development's (MCD) Administrative Report entitled "EV Funding Program"; and Council instructed the MCD to apply for the Electric Vehicle ChargeON Program and the Zero Emission Vehicle Infrastructure Program for two level 3 charging stations to be installed at the Municipal Office;

Now Therefore Be It Resolved That Council receives for information an email dated November 12, 2024, from the MCD advising the Township was successful in receiving both grants to pursue the two Level 3 fast-charging stations (100KW) at the Municipal Office;

And That the project completion date is March 31, 2025, with location and parking spots to be determined.

[Resolution #484-23](#)

[Email from MCD](#)

- c) Resolution #37-17: Amendment to Waste By-law 46 - 47

Whereas at the meeting on July 21, 2017 adopted By-law #60-17, To Establish, Maintain and Regulate a System for the disposal of Municipal

Waste, Recyclables and other Refuse;

Now Therefore Be It Resolved That Council receives for information an email dated October 18, 2024, from Laura Manion, Public Works Administrative Assistant, advising amendments to Schedule 'C' of By-law #60-17 are required to remove items the Township no longer recycles;

And That Council will consider a By-law later in the meeting to amend Schedule 'C' of the Township's Waste By-law #60-17.

[#337-17](#)

[Amendment to the Waste and Recycling By-law](#)

d) Alternate CEMC

48

Whereas the Emergency Management and Civil Protection Act (EMCPA), recommends that a Municipality designate at least one alternate Community Emergency Management Coordinator (CEMC);

And Whereas, during the review of the Township's Emergency Plan, the Emergency Management Program Committee noted an Alternate CEMC had not been appointed;

Now Therefore Be It Resolved That Council receives for information an email dated November 8, 2024, from the Director of Emergency Services/Fire Chief/CEMC, recommending Brooke Drechsler, Deputy Clerk/Assistant to the Planning Manager, be added as the Alternate CEMC;

And That Council will consider By-laws later in the meeting to amend the Emergency Plan and to appoint Brooke Drechsler as the Alternate CEMC.

[Email from DESFC](#)

e) Resolution #355-24: 2025 Annual Billing Package from Ontario Provincial Police

49 - 50

Whereas at the meeting on October 4, 2024, Council passed on #355-24 receiving for information a letter from the Municipal Policing Bureau with the 2025 Annual Billing Statement Package advising there is an increase of \$178,294 (21.39%) over last year; and that Council requested the Mayor send a letter objecting to the large increases in costs for policing;

Now Therefore Be It Resolved That Council receives for information an email from the Treasurer advising there have been discussions with other Municipalities as well as the Township Auditor;

And That it was determined that the 2023 adjustment in the amount of \$67,664 should be recognized in 2024; and more details can be provided at the November 20, 2024 Budget Meeting.

[Resolution #355-24](#)

[Email from Treasurer](#)

9. Communications

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

51 - 52

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

[Communications of Interest - Pdf](#)

b) Communications 'B' Section - Action Items

B1. Resident: Request for Speed Limit Review/Reduction on Road 509 between Snow Road and Mississippi Station 53 - 54

Be It Resolved That Council receives a letter dated September 25, 2024 from Dave and Theresa Smith, Residents requesting Council consider reducing the speed limit on Road 509 between Snow Road and Mississippi Station;

And That the Public Works Manager will review this request and provide a recommendation to Council at a future meeting.

[B1](#)

10. Council, CAO, and Managers' Administrative Reports

a) CAO: Update re: Agreement for Pound Services 55 - 56

Be it Resolved That Council receives for information the Chief Administrative Officer's Administrative Report entitled "Update re: Agreement for Pound Services";

And That Council will consider a By-law later in the Meeting to authorize the Mayor and Clerk to sign the Agreement with the Kingston Humane Society for Pound Services.

[Update re: Agreement for Pound Services. - Pdf](#)

b) Clerk/Planning Manager: 2182 Myers Cave Road - Johnson, et al - Concession Road Allowance - Proposed Land Exchange - Update 57 - 63

Be It Resolved That Council receives for information the Clerk/Planning Manager's Administrative Report entitled "2182 Myers Cave Road - Johnson, et al - Concession Road Allowance - Proposed Land Exchange - Update";

And That Council is agreeable to continuing with the land exchange provided the property owners complete the following:

- Meet with the Public Works Manager (PWM) by December 16, 2024 to review the proposed location of the land to be transferred to ensure the location is suitable for access from Myers Cave Road to the water;
- Submit a draft survey to the Township for review by April 30, 2025;
- Enter into a Licence Agreement with the Township, until the Concession Road has been closed and transferred from the Township;

And That Council authorizes the Mayor and Clerk to sign the Licence Agreement including the terms and conditions listed in the sample Agreement provided with this report.

[2182 Myers Cave Road - Johnson, et al - Concession Road Allowance Proposed Land Exchange - Update - Pdf](#)

c) Clerk/Planning Manager: Licence Agreement - Thornton 64 - 72

Be It Resolved That Council receives the Clerk/Planning Manager's Administrative Report entitled "Licence Agreement - Thornton";

And That Council approves entering into a Licence Agreement with Istvan and Danielle Kecso using the conditions in the sample Agreement provided with this report and the agreement with Thorntons being terminated.

[Licence Agreement - Thornton - Pdf](#)

- d) Clerk/Planning Manager: Shore Road Allowance Closure and By-law - Noye 73 - 74

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

And That, as required by By-law #20-23, All That Part of the Road Allowance adjacent to Part of Lot 24, Concession 7, geographic Township of Barrie, being Part 36 on Registered Plan 13R-7418 (Marble Lake) be declared as surplus and sold to the adjoining owners. Appraisal of the property is not necessary as this is a Shore Road Allowance;

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.

[Shore Road Allowance Closure and By-law - Noye - Pdf](#)

- e) Clerk/Planning Manager: Renewal of 911 Primary Public Safety Answering Point (P-PSAP, previously CERB) Services Agreement between the Ontario Provincial Police (OPP) and the Township of North Frontenac and the Township of Central Frontenac 75 - 122

Be It Resolved That Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Renewal of 911 Primary Public Safety Answering Point (P-PSAP, previously CERB) Services Agreement between the Ontario Provincial Police (OPP) and the Township of North Frontenac and the Township of Central Frontenac":

And That as the Township is required to have a Primary Public Safety Answering Point, Council approves entering into an Agreement, jointly with the Township of Central Frontenac, for the provision of 911 public emergency reporting services by the Ontario Provincial Police (OPP); and will consider a By-law to enter into the Agreement later in the meeting;

And That Council instructs the Clerk to provide the By-law and signed Agreement to Central Frontenac.

[Renewal of 911 Primary Public Safety Answering Point \(P-PSAP, previously CERB\) Services Agreement between the Ontario Provincial Police \(OPP\) and the - Pdf](#)

- f) Clerk/Planning Manager: Shore Road Allowance Application for Approval in Principle – Scaletta 123 - 124

Be It Resolved That Council receives for information the Clerk/Planning

Manager's Administrative Report entitled "Shore Road Allowance Application for Approval in Principle – Scaletta";

And That Council approves in principle the Application(s) to close, stop up and sell the Shore Road Allowance lying adjacent to Part of Lot 23, Concession 6, geographic Township of Barrie (Kashwakamak Lake).

[Shore Road Allowance Application for Approval in Principle – Scaletta - Pdf](#)

- g) Manager of Community Development: By-Town Motorcycle Association (BMA) - 2025 Agreement Renewal 125 - 126

Be It Resolved That Council receives for information the Manager of Community Development's Administrative Report entitled "By-Town Motorcycle Association (BMA) - 2025 Agreement";

And That Council will consider a By-law later in the meeting to sign the 2025 Agreement with the BMA to honour the OFTR trail permit on the Crown Roads within the North Frontenac Parklands.

[By-Town Motorcycle Association \(BMA\) - 2025 Agreement Renewal - Pdf](#)

- h) Public Works Manager - Services Related to Blue Box Material - Agreement with Circular Materials 127 - 130

Be It Resolved That Council receives for information the Public Works Manager's

Administrative Report entitled "Services Related to Blue Box Material - Agreement with Circular Materials";

And That Council authorizes the Chief Administrative Officer (CAO) to sign the required agreements with Circular Materials for the transition period on behalf of the Township;

And That Council also authorizes the Chief Administrative Officer (CAO) to sign documents such as change orders or notices that may require approval during the contract period;

And That Council directs the Public Works Manager to review options to manage non-eligible sources post-transition and to bring these to Council for consideration at a future meeting.

And That Council instructs the Treasurer to create a Recycling Reserve to be used for financial stabilization due to the Blue Box Materials transition; the source of funding is from Stewardship Ontario Revenue received for the period of January to June 2025; the funds will be used for the operating budget in 2026 to assist with the transition of the Blue Box Program and the target balance with zero at the end of 2026 and the Recycling Reserve will be dissolved.

[Services Related to Blue Box Material - Agreement with Circular Materials - Pdf](#)

- i) Manager of Community Development: Electric Vehicle Charging Stations - Update 131 - 132

Be It Resolved That Council receives for information the Manager of Community Development's Administrative Report entitled "Electric

Vehicle Charging Stations - Update";

And That Council approves the sole sourcing of the Electric Vehicle Charging Station installation and project management by Envari.

[Electric Vehicle Charging Stations - Update - Pdf](#)

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

- a) Joint Health and Safety Committee - August 30, 2024 133 - 135

Be It Resolved That Council receives for information the Minutes of the Joint Health and Safety Committee dated August 30, 2024.

[Joint Health and Safety Committee - 30 Aug 2024 - Minutes - Pdf](#)

- b) Economic Development Task Force - October 21, 2024 136 - 144

Be It Resolved That Council receives for information the October 21, 2024 Notes of the Economic Development Task Force (EDTF);

And That Council approves the EDTF's 2025 Work Plan;

And That Council approves the EDTF's updated Terms of Reference;

And That Council approves in advance of the 2025 Budget the EDTF spending \$3,000 for the 2025 WinterFest so that the EDTF can work at getting the event organized;

And That Council approves in advance of the 2025 Budget the EDTF registering for the March 2025 Tradeshow at a cost of \$791;

And That Council defers the Municipal Campground proposal for 2025 Budget (per Resolution #195-24), until a later date, due to other priorities.

[Economic Development Task Force - 21 Oct 2024 - Minutes - Pdf](#)

- c) Environmental Task Force - October 29, 2024 145 - 147

Be It Resolved That Council receives for information the Notes of the Environmental Task Force dated October 29, 2024;

And That Council approves the Environmental Task Force's 2025 Work Plan.

[Environmental Task Force - 29 Oct 2024 - Minutes - Pdf](#)

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

- a) Each Council member has a portfolio for which they are responsible. 148 - 149
The Councillor may provide a verbal report for information purposes.

[Council Portfolios 2022-2026](#)

15. Introduction and Reading of By-laws

- a) By-law(s) to be Considered: 150 - 207

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:

- #2024-62 To Sign Agreement for Pound Services with Kingston Humane Society;
- #2024-67 To Amend the Township's Zoning By-law #55-19;
- #2024-68 To Adopt a Fees and Charges By-law;
- #2024-69 To Close, Stop up and Sell a Shore Road Allowance;
- #2024-70 To Sign Agreement with OPP for Primary Public Safety Answering Point Services;
- #2024-71 To Appoint Alternate Community Emergency Program Coordinator;
- #2024-72 To Sign Agreement with By-Town Motorcycle Association for Use of Crown Roads;
- #2024-73 To Amend Schedule 'C' of Waste By-law #60-17;
- #2024-74 To Amend By-law #84-22 - Emergency Plan - Alternate CEMC;

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

[2024-62 To Sign Agreement with Kingston Humane Society](#)

[2024-67 Zoning Amendment - Housekeeping](#)

[2024-68 Fees and Charges By-law](#)

[2024-69 - Road Closing - Noye](#)

[2024-70 To Sign Agreement with OPP - PPSAP Services](#)

[2024-71 To Appoint Alternate CEMC](#)

[2024-72 To Sign Agreement with BMA](#)

[2024-73 To Amend Waste By-law #60-17](#)

[2024-74 To Amend By-law #84-22 - Emergency Plan - Alternate CEMC](#)

16. Public Forum

17. Closed Session

- a) Closed Meeting of Council

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

- Adopt Minutes of Closed Meeting held October 4, 2024;
- Discuss Personal Matters about an Identifiable Individual, including municipal or local board employees, specifically appointments to a Task Force; and
- Review a Request under the Municipal Freedom of Information and Protection of Privacy Act.

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

19. Confirmatory By-law

- a) Confirming By-law #2024-75

208

Be It Resolved That By-law #2024-75, being a By-law to confirm all actions and proceedings of Council for its Regular Meeting held

November 22, 2024, be read a first, second, and third time and finally passed.

[2024-75 Confirming By-law November 22, 2024](#)

20. Adjournment

- a) Adjournment of the Council Meeting

Be It Resolved That Council adjourns the Meeting at ____ .m. until _____ or at the call of the Chair.

Brandon's Lawn Care

Plevna, Ont.

Call/Text: 613-970-4994

Email: brandon_hartwig1976@hotmail.com

Owner/Operator: Brandon Hartwig

In 2017 Brandon saw an opportunity for a lawn care service in Tweed and set up his business. In early 2024, he moved himself and the business to North Frontenac Township. He found that this service was needed and became quite busy. Besides the usual services that go with lawn care he also began free metal pick up, waste disposal runs and more outdoor services in the area. Brandon's business is strictly focused on the North Frontenac area. Along with himself, he has one full time and one seasonal employee. Brandon anticipates yearly growth with his business in North Frontenac and looks forward to seeing others in this service-based industry setting up here along with the established ones already here. If you would like to know more about Brandon's services, call, text or email him for an appointment or free estimate. Brandon also says, "We are not happy, until you are happy."





MUNICIPAL | Township of North Frontenac INSURANCE

Darryll Massiah
Account Manager
Eastern Ontario

| November 22, 2024



Intact Public Entities

Formerly Frank Cowan Company

Same expertise and team

I.P.E is a leader in providing specialized insurance programs, including risk management and claims services to municipal, public administration and community service organizations across Canada.

Darryll Massiah, CRM, RIBO Eastern Ontario Account Manager.

Intact Public Entities

Darryll.massiah@intactpublicentities.ca

T. 1-800-265-4000

AGENDA

MUNICIPAL
INSURANCE
OVERVIEW

This session looks at:

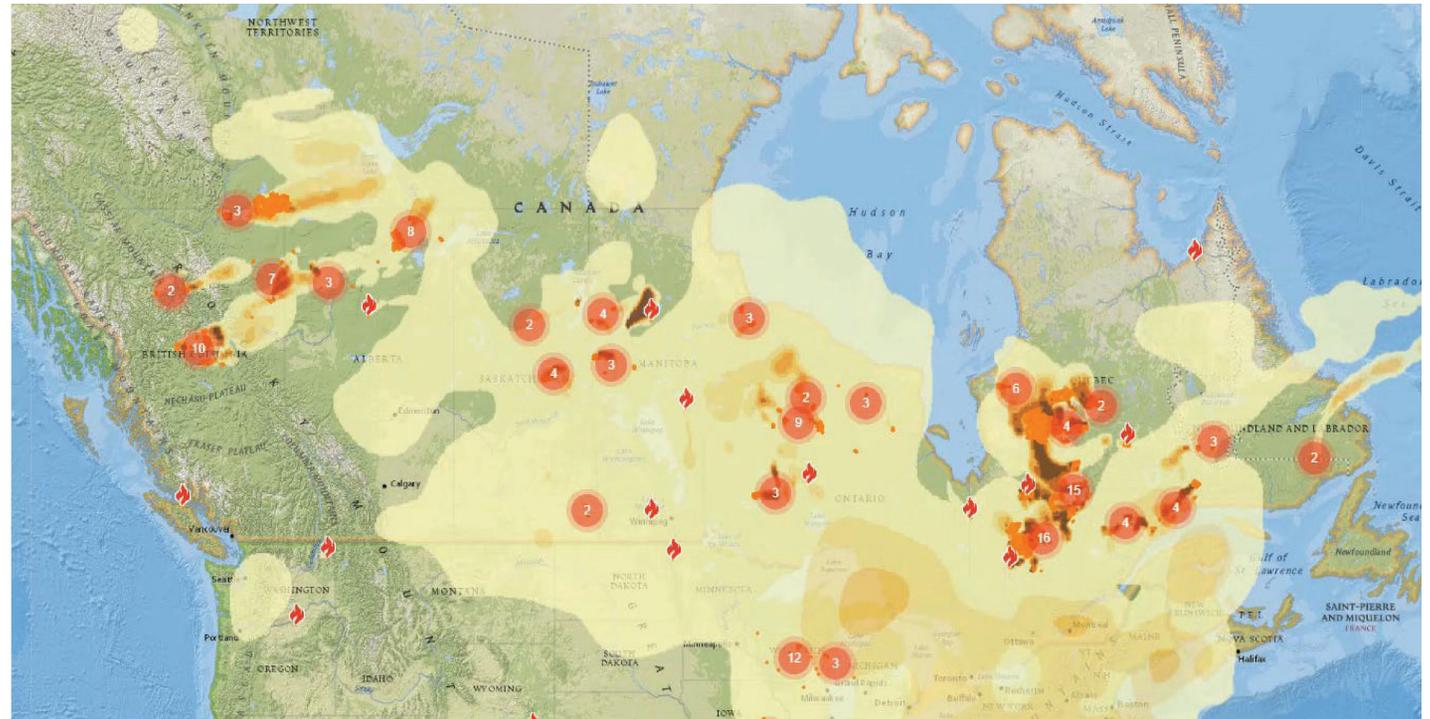
1. 2024 Insurance market and Risk Environment
2. Importance of Risk Management & our Value-Added Services
3. Special Events

MUNICIPAL RISK ENVIRONMENT

- CLIMATE
- LONG-TAIL NATURE
- LEGAL LANDSCAPE
- FINANCIAL SECTOR

CLIMATE

The New Normal



“In Canada, yearly insured catastrophic losses has reached \$2 billion” – a significant increase from the \$422 million per year between 1983 and 2008” Canadian Underwriter, August 23, 2022

8 of the top 10 highest loss years on record occurred in the last decade.

LEGAL LANDSCAPE

SOCIAL INFLATION

- **LITIGIOUS SOCIETAL ATTITUDE**
- **LEGAL REPRESENTATION** (A recent study by The Financial Services of Commission of Ontario has found that 91% of claimants in motor vehicle accident claims have some form of legal representation)
- **CONTRIBUTORY NEGLIGENCE**
- **CLASS ACTION LAWSUITS**(Multiple individual claims aggregated into 1 action)



MANAGING RISK

MAKING DECISIONS THAT...

**Minimize the
Adverse Effects
of Accidents**



Hazards

Operational

Financial

Strategic

PROGRAM INCLUDES - RISK MANAGEMENT SERVICES

- RISK INSPECTION & ASSET VALUATION
- ROAD SPECIALIST
- FLEET SPECIALIST
- POLICY & PROCEDURAL REVIEW
- CONTRACT / AGREEMENT PARALEGAL REVIEW
- CENTRE OF EXCELLENCE
<https://www.intactpublicentities.ca/centre-of-excellence>
- WEBINARS / SEMINARS / EDUCATIONAL TRAINING
- DAY-TO-DAY RISK GUIDANCE

Current Market & IPE



- Insurance is cyclical and has hard or soft phases, however there are signs of it softening
- Factors that continue impact the insurance market:
 - high inflation, well now lowering it has left prices almost a quarter more expensive than pre-pandemic
 - supply chain interruptions, climate change, social inflation, geopolitical uncertainty and a potential global recession.

Municipal Action



- Reduce exposures and mitigating risk to help manage claim frequency and severity.
- View insurance as a service and focus on your total cost of risk.
- Better understand your risk profile and communicate your risk improvements
- Lower claim costs = lower premium

IPE remains committed to Providing Stability and Unmatched value:
In our coverages, the products we offer, value-added services and claims
excellence.

What's So Special About Local Events?

- Changes to risk profile
- New visitors
- Partnerships with unknown entities
- Disruptions: traffic, pedestrian, usage, transit



Key Considerations

- Agreement with organizer
- Slip-and-fall hazards
- Alcohol
- Road closures?
- Security
- Key audience? Family vs. snowmobile racers
- Responsibility for training
- Volunteer Supports

Facility User Solution Coverage



Facility rental insurance is a crucial step to ensure the protection of those organizing the event.

- The option of insuring all of your rented or leased facilities or only selected facilities.
- IPE's Facility User policy is made specifically for various types of cultural, community and sporting events.
- Separate policy than that of the Township

Non Sporting Events

Anniversaries, arts, art shows and exhibits, auctions, banquets, bazaars, birthday parties, bridge, chess clubs, crafts, dance parties, dance recitals, dinners and more...

Sporting Events

Badminton, baton twirling, bowling, curling, dance lessons, horseshoes, lawn bowling, public skating, shuffleboard, table tennis, tai chi, tennis, ball/roller/floor hockey, baseball, basketball and more...



QUESTIONS ???

**THANK
YOU**

Darryll Massiah, CRM, RIBO

Account Manager Ontario East

Intact Public Entities

T. 1-800-265-4000

darryll.massiah@intactpublicentities.ca

Segal Construction works with municipalities to deploy market-based attainable housing developments, addressing the housing crisis without using your operating or capital budgets. Partnering with us ensures efficient, cost-effective, risk mitigated housing solutions that benefit your community.

Why Choose Our Compact Community?

FLEXIBLE LIVING FOR EVERY STAGE OF LIFE

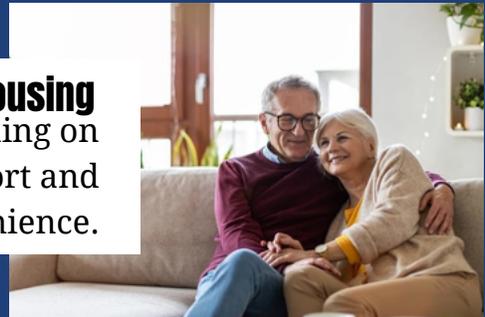


Attainable housing for first-time buyers

The ideal home for individuals or couples looking to start independent living.

Downsizing has never been easier with everything on one level, perfect for seniors seeking comfort and convenience.

Seniors housing



Worker housing

Flexible temporary housing solutions for local workers or contractors seeking modern, comfortable accommodations.

**AFFORDABLE AND ACCESSIBLE
HOUSING SOLUTIONS**

Innovative, Stackable Design

Our homes can be stacked up to 3 units high, providing flexibility for growing communities or for buyers need. Stackable units make it possible to maximize space while keeping the community feel.



Energy-Efficient Features

LED lighting, spray foam insulation, and energy-efficient heating systems ensure your home is designed to conserve energy and reduce utility costs. It also include modern, energy-efficient appliances for everyday use, combining sustainability with functionality.

Accessible and Flexible Living Spaces

Fully accessible designs, step-free living on one level makes these homes perfect for seniors or anyone seeking mobility-friendly spaces. Each unit's Priced between \$250,000 and \$300,000, making homeownership attainable for a wide range of buyers.



Supportive Community Features

A multi-purpose central building with shared amenities and gathering spaces for the whole community. Private patios, community gardens, and walkable pathways designed for relaxation and easy access.

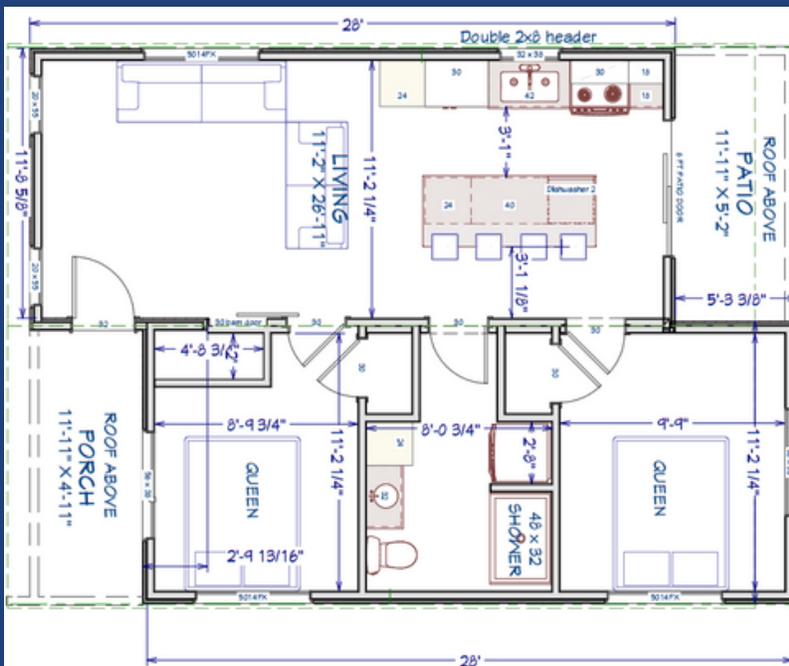
BUILD AND PURCHASE IN STAGES: A RISK MITIGATION STRATEGY

Build only what's needed

We are committed to building homes based on demand. If a home doesn't sell, we pause further construction, ensuring we only create housing that is needed. Homes are built and sold in stages of 3 units, allowing for a flexible and personalized buying experience. Own the land: Once sold, homeowners not only own the home but also the parcel of land if subdivided, allowing for mortgage financing as traditional property ownership.



**ATTRACTIVE INVESTMENT:
10% IRR OVER 30 YEARS**



Each unit offers an attractive internal rate of return (IRR) of 10% over 30 years, making these homes a smart investment for homeowners or investors looking to secure long-term value while enjoying a sustainable, flexible living space.

KEY FEATURES



Eco-friendly construction:
Modern materials and
designs reduce
environmental impact.



Prefabricated in Kingston,
Ontario: All units are built in a
CSA-approved factory and are
constructed to meet the Ontario
Building Code standards.



Includes a Tarion warranty,
ensuring peace of mind for
buyers with the highest
quality standards.



Stackable units for greater
density: Perfect for those
looking to expand or
optimize their living space.

Find Your Ideal Home

Whether you're looking to enter the housing market, downsize as a senior, or provide temporary housing for workers, our stackable, affordable homes offer a flexible, sustainable solution for your living needs. With an IRR of 10% over 30 years and a risk mitigation strategy that builds only as demand grows, your investment is in safe hands.

Draft Resolution - Authorization of Municipal Housing Development

Housing is a problem everywhere. How many houses are for sale in Township of North Frontenac compared to the number of people looking for a place to live? How can Township of North Frontenac attract talent and industry with limited housing options? With developers facing interest rates of 12-15%, private sector solutions are unlikely for at least 3-4 years, especially as real estate prices fall across Ontario.

Immediate action is needed. Segal Construction has drafted a resolution for your consideration, proposing municipal residential development of attainable housing funded through a mix of municipal bonds and federal/provincial funding. This approach leverages the municipality's low cost of capital to create attainable housing.

We recommend that the Council determines specific housing needs and exit strategies as the project progresses, ensuring alignment with local requirements. Upon completion, the Council can choose to sell the units on the open market, manage them directly, or transfer them to affordable housing providers. Working with a Tarion-certified builder like Segal Construction offers unique flexibility, including the option to sell the units, which is not typically available in municipal projects.

These options not only address immediate housing shortages but also create long-term strategies for sustainable growth. Segal Construction is eager to collaborate with the Council on this initiative, believing it can significantly enhance Township of North Frontenac's attractiveness to residents and businesses.

Please find the first draft of the resolution attached. We look forward to discussing this further and working together to develop attainable housing solutions for Township of North Frontenac.

Thank you for your time and consideration.

Sincerely,

Daniel Segal
Segal Construction

Draft Resolution Permitting Municipal Housing Development

Whereas Township of North Frontenac faces a significant need for attainable housing to address the housing crisis and ensure that new and existing residents have access to quality housing options;

Whereas higher interest rates since 2022 have severely curtailed private development of new residential housing, making it imperative for the municipality to leverage available funding, including but not limited to federal and provincial funding, and to consider the issuance of municipal bonds in the capital markets to finance housing projects with a positive net present value;

Whereas municipalities have a very low cost of capital relative to private builders, allowing them to undertake such projects more efficiently and at a lower financial burden;

Be it further resolved that the Council gives staff permission to look into municipal housing development options, and a second motion be required to allow municipal housing development to proceed;

Be it further resolved that the municipal housing corporation be authorized to issue debt in the capital markets, leveraging municipal bond offerings or other financing mechanisms, provided that such debt issuance remains separate from the municipality's operating and capital accounts;

Be it further resolved that Township of North Frontenac advocates for the use of Minister's Zoning Orders (MZOs) under Section 47 of the Planning Act, where necessary, to expedite the development of attainable housing and ensure that these projects can proceed without undue delays; and that municipal housing development activities be managed by a municipal housing corporation to ensure that these activities are kept off the balance sheet of the municipality, do not interfere with operating and capital accounts, and do not impact existing debt ceilings;

Be it further resolved that following the completion of housing developments, Township of North Frontenac will have the following options for managing the properties:

- The municipality may transfer the development to a local non-profit organization or other entities focused on providing affordable housing;
- The municipality may issue a tender to a property management company to manage and operate the housing units;
- The municipal government may sell the housing units publicly on the Multiple Listing Service (MLS) to recoup costs and reinvest in future housing projects;

Be it further resolved that this resolution be forwarded to the following entities for consideration and action:

- The provincial Ministry of Municipal Affairs and Housing
- The provincial Ministry of Economic Development, Job Creation and Trade
- The provincial Ministry of Infrastructure



Regular Council Minutes

9:00 AM - Friday, October 25, 2024

Council Chambers

Present: Mayor Gerry Lichty, Deputy Mayor John Inglis, Councillor Roy Huetl, Councillor Stephanie Regent, Councillor Vernon Hermer (Electronic Participation), and Councillor Fred Fowler

Absent with Regret: Councillor Wayne Good

Also Present: Corey Klatt, Chief Administrative Officer, Dipl. M.A.; Tara Mieske, Clerk/Planning Manager (CPM), Dipl.M.A. Dipl.M.M.; Adam Robinson, Director of Emergency Services/Fire Chief (DESMC); Brooke Ross, Manager of Community Development (MCD), Dipl.M.A.; Gregg Wise, Public Works Foreman (PWF)

1. Call to Order

The Mayor called the meeting to order at 9:00 a.m.

2. Traditional Land Acknowledgement

We begin this gathering by acknowledging and celebrating these traditional lands as a gathering place of the first peoples and their ancestors who are entrusted to care for Mother Earth since time immemorial. We do so respecting both the land and the Indigenous People who continue to walk with us through this world. Today, the Township of North Frontenac is committed to working with Indigenous Peoples and all residents to pursue a united path of reconciliation.

3. Approval of Agenda

a) *October 25, 2024*

346-24 Moved by Councillor Fred Fowler, Seconded by Councillor Roy Huetl

Be It Resolved That Council approves the Agenda dated October 25, 2024, as amended.

Carried

4. Disclosure of Pecuniary Interest and General Nature Thereof

None declared.

5. Business Profile

None.

6. Presentations

None.

7. Delegations

a) *Perth and Smiths Falls Hospital*

347-24 Moved by Councillor Roy Huetl, Seconded by Councillor Fred Fowler

Be It Resolved That Council receives for information the presentation providing an annual update from Bruce Rigby, Chair of the MRI Committee, Perth & Smiths Falls District Hospital Foundation, and thanks Mr. Rigby for his time spent today.

Carried

8. Adoption of Minutes

a) *Minutes of the Meeting(s) to be adopted by Council*

348-24 Moved by Councillor Fred Fowler, Seconded by Councillor Roy Huetl

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

1. A Meeting of the Personnel and Audit Committee held October 3, 2024; and
2. A Regular Meeting of Council held October 4, 2024.

Carried

9. Business Arising Out of Minutes

a) *Resolution #196-24: 2024 Community Grants - Clar Mill Community Volunteers*

349-24 Moved by Councillor Roy Huetl, Seconded by Councillor Fred Fowler

Whereas at the meeting held May 16, 2024, Council passed Resolution #196-24 receiving for information the Manager of Community Development's Administrative Report entitled "2024 Community Grants Applications: and approved \$1,000 for the Clar Mill Community Volunteers (CMCV) for the purchase of arm chairs for the Clar Mill Community Hall;

Therefore Be It Resolved That Council receives for information a letter dated October 8, 2024, from the CMCV advising there are similar chairs located in the Clar Mill Hall available for public use; and that the CMCV is requesting permission to use the funds to purchase two child height tables and folding tables to be used at the Clar-Mill Hall;

And That Council approves the change of use for the funds.

Carried

b) *Joint Council Meeting - September 9, 2024: Mazinaw Property Owners Association (MPOA) - Invasive Species*

350-24 Moved by Councillor Fred Fowler, Seconded by Councillor Roy Huetl

Whereas, at the Joint Council meeting between North Frontenac Council and Addington

Highlands Council held September 9, 2024, the Mazinaw Property Owners' Association (MPOA) Request to Both Councils re: Issue Official Tax Receipts and Eurasian Milfoil Invasive Species was included as a discussion topic on the agenda;

Now Therefore Be It Resolved That Council receives a letter dated October 8, 2024, from the MPOA regarding government action to manage Eurasian Water-Milfoil Invasive Species;

And That Council instructs the CAO to contact the Ministry of Natural Resources and Forestry (MNRF) to advise of the concern regarding the importance of provincial management of Eurasian Water-Milfoil;

And That Council supports the request for a meeting with representatives from the Township of North Frontenac; representatives from the Township of Addington Highlands; MPs and MPPs in both ridings; senior level representatives from MNRF, the Department of Oceans and Fisheries and the Mississippi Valley Conservation Authority;

And That Council receives for information the Township of Addington Highlands Council Resolution advising they are agreeable to meeting with the above noted representatives; and Council instructs the CAO to work with Addington Highland's CAO to coordinate a meeting;

And That the Council representative(s) for North Frontenac will be Stephanie Regent and Roy Huetl;

And That the MPOA's request for Council to pursue the "Ontario Protecting Environment from Harmful Invasive Species" \$16 million grant be deferred until after the discussion with the Township of Addington Highlands and/or the meeting with the above noted representatives has occurred.

Carried

c) ***Resolution #260-23: K&P Trail Development - Agreement for the use of Township Property***

351-24 Moved by Councillor Fred Fowler, Seconded by Councillor Roy Huetl

Whereas Council passed Resolution #260-23 at their meeting on June 9, 2023 supporting the development of the K&P trail and a partnership agreement between the County and the Township for the use of properties and roads under the control of the Township and instructing the Clerk to draft an Agreement with the County;

Therefore Be It Resolved That Council receives the draft Agreement included under the By-law section;

And That Council instructs County and Township staff to amend the Agreement to only include the properties south of the Mississippi River;

And That the properties north of the Mississippi River be included after a plan has been established for construction;

And That a clause be added regarding potential damage being the responsibility of the County.

Carried

10. Communications

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

352-24 Moved by Councillor Roy Huetl, Seconded by Councillor Fred Fowler

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

Carried

b) ***Communications 'B' Section - Action Items***

B1. *Town of Tweed - Request for Support: Canada Community-Building Funds - AMO Resolution*

353-24 Moved by Councillor Roy Huetl, Seconded by Councillor Fred Fowler

Be It Resolved That Council receives for information the Municipality of Tweed's Resolution advising the Municipality is entering into an agreement to receive the Canada Community-Building Funds (CCBF), administered by the Association of Ontario Municipalities (AMO) on behalf of the Federal Government;

And That non-residential construction price inflation has risen 29% since 2020, with municipalities facing soaring costs for infrastructure projects without a corresponding growth in revenue;

And That there is a requirement for municipalities to complete an asset management plan and housing needs analysis, with both plans showing the large funding gap between infrastructure and housing needs and funds available through taxation;

And That municipalities are facing a gap in federal infrastructure funding as the 10 year Investing Canada Infrastructure Program has ended;

And That the Council of North Frontenac supports the Municipality of Tweed's request to the Federal Government to provide a supplement to the allocations provided to municipalities under the AMO CBBF agreement for 2024-2028 for the same amount that was allocated, effectively doubling the allocation for those years;

And That Council instructs the Clerk to provide this resolution to the Municipality of Tweed, MFOA, AMO, Federal Finance Minister Chrystia Freeland and MP Scott Reid.

Carried

B2. *Town of Bradford West Gwillimbury - Request for Support: Ontario Deposit Return Program Expansion Endorsement*

354-24 Moved by Councillor Fred Fowler, Seconded by Councillor Roy Huetl

Be It Resolved That Council receives for information a letter dated September 20, 2024, from the Township of Bradford West Gwillimbury to the Ministry of Environment, Conservation and Parks (MECP) regarding the Ontario Deposit Return Program;

And That, as the Ontario Deposit Return Program has successfully incentivized the recycling of alcoholic beverage containers, resulting in the removal of over 204,000 tonnes of greenhouse gas emissions, the Township of North Frontenac recognizes the potential for similar success with non-alcoholic beverages;

And That, in June 2023, MECP highlighted they are considering the adoption of a

deposit and return system for non-alcoholic beverages, which presents a unique opportunity to further promote recycling, reduce litter and encourage sustainable practices among consumers;

And That the Township of North Frontenac supports the expansion of the Ontario Deposit Return Program to include non-alcoholic beverage containers to enhance environmental stewardship and foster a culture of sustainability within our community;

And That Council instructs the Clerk to provide a copy of this resolution to the Minister of Environment, Conservation and Parks; Minister of Finance, and John Jordan, MPP.

Carried

B3. *OPP Municipal Billing Bureau - Annual Billing Statement*

355-24 Moved by Councillor Roy Huetl, Seconded by Deputy Mayor John Inglis

Be It Resolved That Council receives for information a letter dated October 4, 2024, from the Municipal Policing Bureau with the 2025 Annual Billing Statement Package;

And That there is an increase of \$178,294 (21.39%) over last year, which correlates to an approximate 2.5% levy increase for the 2025 Budget;

And That Council requests the Mayor send a letter to the Municipal Policing Board, Solicitor General, the Premier, MPP John Jordan, AMO and all other municipalities, objecting to the large increases in costs for policing.

Carried

B4. *Lions Club of Land O' Lakes re: Santa Claus Parade*

356-24 Moved by Councillor Fred Fowler, Seconded by Councillor Roy Huetl

Be It Resolved That Council receives for information a letter dated October 18, 2024 from Lions Club of Land O'Lakes advising the Annual Northbrook Santa Claus Parade will take place on Saturday, November 23 at 5:30 p.m. and inviting the Township of North Frontenac to have a float in the parade and thanking Council for the generous donation to the parade;

And That as the Kaladar/Barrie Fire Department has participated in past parades and it is jointly operated by the Township of North Frontenac and the Township of Addington Highlands they may wish to participate in the parade at the discretion of the Fire Chief;

And That Council approves providing Public Works trucks and/or equipment subject to availability of staff and provided there isn't inclement weather;

And That Council does not wish to participate in the Santa Claus Parade by adding a float, at this time.

Carried

11. Council, CAO, and Managers' Administrative Reports

a) *Public Works Manager: Purchase of a Combination Tandem Plow Truck - Sole Sourced*

357-24 Moved by Councillor Roy Huetl, Seconded by Councillor Fred Fowler

Be It Resolved That Council receives for information the Public Works Manager's (PWM) Administrative Report entitled "Purchase of a Combination Tandem Plow Truck - Sole Sourced";

And That Council approves the sole source purchase of a new Combination Tandem Plow Truck at a negotiated price that is within the maximum approved budget of \$415,000.

Carried

Note: The PWF left the meeting at this time.

- b) **CAO: Proposed Work Plan for the 2024-2028 North Frontenac Strategic Plan.**
358-24 Moved by Councillor Fred Fowler, Seconded by Councillor Roy Huetl

Be It Resolved That Council receives for information the CAO's Administrative Report entitled "Proposed Work Plan for the 2024-2028 North Frontenac Strategic Plan";

And That Council approves the proposed Work Plan as prepared by the Managers and CAO;

And That the Strategic Work Plan will be reviewed annually during Budget Deliberations.

Carried

- c) **Clerk/Planning Manager: Renewal of Agreement with Kingston Humane Society for Pound Services and Changes in Fees**

359-24 Moved by Councillor Stephanie Regent, Seconded by Deputy Mayor John Inglis

Be It Resolved That Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Renewal of Agreement with Kingston Humane Society for Pound Services and Changes in Fees";

And That Council defers the Agreement with the Kingston Humane Society for Pound Services until further information can be provided by the CAO on options.

Carried

- d) **Clerk/Planning Manager: Shore Road Allowance Closure and By-law - Radtke**
360-24 Moved by Councillor Stephanie Regent, Seconded by Deputy Mayor John Inglis

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

And That, as required by By-law #20-23, All That Part of the Road Allowance adjacent to Part of Lot 6, Concession 8, geographic Township of Clarendon, being Part 1 on Registered Plan 13R-12610 (Big Gull Lake) be declared as surplus and sold to the adjoining owners. Appraisals 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 portions of the Shore Road Allowance.

Carried

e) ***Clerk/Planning Manager: Concession and Shore Road Allowance Closure and By-law - Clayton***

361-24 Moved by Councillor Stephanie Regent, Seconded by Deputy Mayor John Inglis

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

And That, as required by By-law #20-23, Road Allowance between Lots 12 and 13, Concessions 8 and 9, geographic Township of Barrie, being Part 10 on Registered Plan 13R-13510 and Part 11 on Registered Plan 13R-5891; and Part of the Shore Road Allowance described as Part 1 on 13R-13551 save and except Part 9 on Registered Plan 13R-5891 (Mississagagon Lake) be declared as surplus and sold to the adjoining owners; and that an appraisal of the properties is 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 the identified portions of the Concession and a Shore Road Allowance.

Carried

f) ***Clerk/Planning Manager: Proposed Amendments to the Fees and Charges By-law #63-23 - Commissioning Documents, Planning Fees, Sale of Road Allowances and Licence Agreements***

362-24 Moved by Councillor Stephanie Regent, Seconded by Deputy Mayor John Inglis

Be It Resolved That Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Proposed Amendments to the Fees and Charges By-law #63-23";

And That Council approves the proposed fees in principle as follows:

- Commissioning a Document - \$25.00
- Amendment to a Site Plan Agreement - \$1,200
- Consent for Easement Concurrent with an Application for a New Lot - \$250
- Land Costs for Concession, Lot, Reserve, Forced Road Application - \$0.55 per square foot;
- Fee for Licence Agreement Application - \$300
- Annual Fee for Licence Agreement - \$150

And That Council instructs the Clerk to schedule a Public Meeting for Council to receive any public comments and consider adopting a new By-law with the updated Schedules.

Carried

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

a) *Economic Development Task Force*

363-24 Moved by Councillor Stephanie Regent, Seconded by Deputy Mayor John Inglis

Be It Resolved That Council receives for information the October 2, 2024 Notes of the Economic Development Task Force.

Carried

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

None.

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

None.

15. Council Portfolio Verbal Reports

a) *Each Council member has a portfolio for which they are responsible and provided a verbal report for information purposes.*

16. Introduction and Reading of By-laws

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

364-24 Moved by Councillor Stephanie Regent, Seconded by Deputy Mayor John Inglis

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:

- #2024-63 To Close, Stop up and Sell a Concession Road Allowance and Shore Road Allowance;
- #2024-64 To Close, Stop up and Sell a Shore Road Allowance;

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

Carried

17. Public Forum

None.

18. Closed Session

None.

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

None.

20. Confirmatory By-law

a) ***Confirming By-law #2024-66***

365-24 Moved by Councillor Stephanie Regent, Seconded by Deputy Mayor John Inglis

Be It Resolved That By-law #2024-66, being a By-law to confirm all actions and proceedings of Council for its Regular Meeting held October 25, 2024, be read a first, second, and third time and finally passed.

Carried

21. Adjournment

a) ***Adjournment of Meeting***

366-24 Moved by Councillor Stephanie Regent, Seconded by Deputy Mayor John Inglis

Be It Resolved That Council adjourns the Meeting at 11:16 a.m. until November 22, 2024, or at the call of the Chair.

Carried

Mayor

Clerk



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

Date: March 15, 2024

Resolution # 127-24

Moved By:
Councillor Wayne Good

Seconded By:
Councillor Stephanie Regent

Be It Resolved That Council requests the Joint Fire Committee discuss having the Kaladar/Barrie Fire Chief attend a North Frontenac Council meeting prior to each annual budget.

Carried

Mayor

From: Corey Klatt
Sent: Friday, November 8, 2024 1:08 PM
To: Tara Mieske
Cc: Kelly Watkins
Subject: Update re: Council Resolution # 127-24 Kaladar Barrie Fire Chief Attendance at North Frontenac Budget Meeting

Hi Tara.

On March 15, 2024, Council passed Resolution # 127-24:
“**Be it Resolved That** Council requests the Joint Fire Committee discuss having the Kaladar/Barrie Fire Chief attend a North Frontenac Council meeting prior to each annual budget”.

On June 7th, 2024, the Joint Fire Committee passed Resolution #15-24:
“**Whereas** at their meeting on March 15, 2024, North Frontenac Council passed Resolution #127-24 requesting the Joint Fire Committee discuss having the Kaladar Barrie Fire Chief attend a North Frontenac Council meeting prior to each annual budget;
Therefore Be it Resolved That the Joint Fire Committee approves this request;
And That the North Frontenac CAO shall notify Fire Chief Cuddy of the meetings”.

As North Frontenac Township has changed our Budget Meeting process for 2025 deliberations to autumn of 2024, at the direction of Council, this conflicts with when the Kaladar Barrie Fire Chief prepares his budget for 2025. Per By-law #87-17 (amended Agreement with Addington Highlands, to create and govern the Joint Fire Management Committee for the Kaladar/Barrie Fire Department)
“By the 1st day in March of each year the Joint Fire Committee shall submit in writing to the Councils a draft budget for the operation of the Fire Department for that year”.
Moreover; per the Agreement “each party shall approve such draft budget or any amendments thereto as agreed to by both Councils, on or before the 1st day of April of each year”.

Also, the following wording is in our budget annually “Per Res #154-17 "AND THAT Council instructs the Joint Fire Committee (JFC) to review the annual Vehicle/Equipment Reserve allocation of \$110,000 (\$55,000 per Township) for the next 9 years (2018 to 2026), with the amount required to be reviewed on an annual basis when the KBFD Asset Management Plan Tangible Capital Asset Replacement Schedules are reviewed as part of the annual budget process and make recommendations for amendments to the JFC Agreement as required".
Per the Agreement by the 1st of March each year the Joint Fire Committee shall submit the draft budget to both Councils to be approved by April 1st. Therefore, if both Councils approve an increase after North Frontenac's budget is approved NF's 50% share of the increase to come from the Contingency Reserve Fund”.

As a result of the above information, it appears as though it may be more beneficial for the Kaladar Barrie Fire Chief to attend North Frontenac's Council Meeting when the Joint Fire Committee submits in writing to North Frontenac Council a draft budget for consideration, to provide clarification for any questions/concerns Council may have. I spoke with the Kaladar Barrie Fire Chief, and he agrees it would be beneficial for him to attend when the draft budget for the Kaladar Barrie Fire Department is provided to Council for consideration.

Thanks and have a great day.

Corey Klatt, Dipl.M.A
Chief Administrative Officer



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

Date: November 24, 2023

Resolution # 484-23

Moved By:
Councillor Stephanie Regent

Seconded By:
Councillor Wayne Good

Be It Resolved That Council receives for information the Manager of Community Development’s (MCD) Administrative Report entitled “EV Funding Programs”.

And That Council instructs the MCD to apply for the following funding opportunities in early 2024: Electric Vehicle ChargeON Program (75%) stacked with Zero Emission Vehicle Infrastructure Program (ZEVIP) (15%) for two (2) level three charging stations at the Municipal Office with the Township paying for the remaining 10% of \$28,000 coming from the Infrastructure Sustainability Reserve Fund;

And That Council wishes to have the level 3 chargers pay for use at a cost determined by the MCD in consultation with the CAO and Treasurer;

And That Council directs the CAO to sign and enter into a funding agreement with the ChargeON Program (75%) stacked with Zero Emission Vehicle Infrastructure Program (ZEVIP) (15%) upon the Township’s successful application;

And That Council directs the MCD to install the Electric Vehicle Charging Stations at the Municipal Office if the Township is successful with its applications for funding.

Carried

Mayor

From: Brooke Ross
Sent: Tuesday, November 12, 2024 12:15 PM
To: Corey Klatt
Subject: RE: Electric Vehicle - Charging Stations

Good afternoon, Corey

It is with great pleasure that I announce that the Township was **successful** in receiving **both** grants to pursue the 2 x Level 3 fast-charging stations (100KW) at our Municipal Office.

Funding:

- \$225,000 approved - Electric Vehicle ChargeON Program
- \$67,736 approved - Zero Emission Vehicle Infrastructure Program (ZEVIP)
- \$28,000 approved - Council approved coming from the Infrastructure Sustainability Reserve Fund (Res # 484-23)

The project completion deadline is March 31, 2025; therefore, the project will begin immediately.

This is great news and development for rural North Frontenac!!

Note: as you are already aware, we were not successful in receiving the grant for the Level 2 Chargers at Community Halls.

I have c.c.'d Council for information purposes (please do not reply all).

Thank you, have a great day!

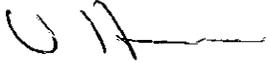
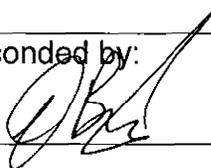
Brooke Ross, Dipl.M.A.

Date: July 21, 2017



Resolution Number 337-17

RESOLUTION OF THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC

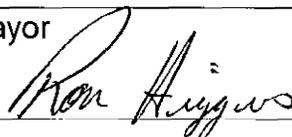
Moved by: 	Seconded by: 
--	--

WHEREAS Council passed Resolution #313-17 on June 30, 2017 instructing the Clerk to amend the draft By-law to allow the bag tag program to be used for household waste only (not bulky items), and to increase the costs for bulky waste disposal, as recommended by the Public Works Manager;

NOW THEREFORE BE IT RESOLVED THAT Council receives for information the red-lined copy of the amended Waste By-law and the amended Schedule "F" of the Fees and Charges By-law, being the Waste Management – Landfill Tipping Fees;

AND THAT Council will consider By-law #60-17, the amended Waste By-law and By-law #61-17, the amended Fees and Charges By-law later in the meeting under the By-laws section.

Carried

Mayor 
--

From: [Laura Manion](#)
To: [Tara Mieske](#); [Brooke Drechsler](#)
Cc: [Darwyn Sproule](#)
Subject: Amendment to the Waste and Recycling By-law
Date: October 18, 2024 12:49:35 PM

Good Afternoon,

Please find this email as a request to add an item for Business Arising to the November 22, 2024 Council Meeting Agenda.

In reviewing the Waste and Recycling By-law, the following amendments need to be made to Schedule "C" – Recycling Policy as the Township does not recycle the following products.

- Plastic shopping bags (Film #4)* (All bags shall be clean, containing no labels, paper receipts or flyers and all plastic bags shall be stuffed into one clear bag).
- Heavy plastic wrap* from salt bags, pop/water case wrap etc., (clean - absolutely no residue);
- Polystyrene* take-out containers (cups, bowls and plates), meat and bakery trays, egg cartons etc., (All items shall be clean – absolutely no food residue);
- Styrofoam* packaging from household appliances, electronics etc. to be placed separately in clear bags.

Thank you. Have a great day.

Laura Manion

Public Works Administrative Assistant

Township of North Frontenac

6648 Road 506, Plevna, ON, K0H 2M0

1-800-234-3953 or 613-479-2231 Ext. 227

pwassistant@northfrontenac.ca

From: Adam Robinson

Sent: Friday, November 8, 2024, 12:44 PM

To: Tara Mieske

Subject: Alternate CEMC - Brooke Drechsler, Dipl.M.A., Deputy Clerk/Assistant to the Planning Manager

Hi Tara,

I am recommending Brooke Drechsler, Dipl.M.A., Deputy Clerk/Assistant to the Planning Manager be added as the Alternate CEMC to the Township's Emergency Management Program.

The Emergency Management and Civil Protection Act (EMCPA), recommends that a Municipality designates at least one alternate CEMC, and ensure they receive the required training. Per the EMCPA, anyone appointed by council should sit on the Emergency Management Program Committee (EMPC) and participate in the Emergency Control Group (ECG) annual training & exercise.

As Brooke has previously completed the Basic Emergency Management Course (BEM200), and Community Emergency Management Coordinator Course (EM 300), additional training will not be legislatively required for her to fulfill the role of Alternate CEMC. However, since it has been sometime since these were completed, I would recommend re-taking the EM 300 in 2025.

Let me know if you required any further information.

Thank you,

Adam Robinson

Director of Emergency Services / Fire Chief / CEMC



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

Date: October 25, 2024

Resolution # 355-24

Moved By:
Councillor Roy Huetl

Seconded By:
Deputy Mayor John Inglis

Be It Resolved That Council receives for information a letter dated October 4, 2024, from the Municipal Policing Bureau with the 2025 Annual Billing Statement Package;
And That there is an increase of \$178,294 (21.39%) over last year, which correlates to an approximate 2.5% levy increase for the 2025 Budget;
And That Council requests the Mayor send a letter to the Municipal Policing Board, Solicitor General, the Premier, MPP John Jordan, AMO and all other municipalities, objecting to the large increases in costs for policing.

Carried

Mayor

From: Kelly Watkins
Sent: November 19, 2024 3:00 PM
To: Corey Klatt
Subject: Clarification Re: OPP reference in the Frontenac News

Good Afternoon Corey – I would like to provide some clarification of what was reported in the November 14, 2024 Frontenac News vs what was reported to Council.

On October 25, the Township of North Frontenac Council passed Resolution #355-24 as follows:

“Be it Resolved That Council receives for information a letter dated October 4, 2024, from the Municipal Policing Bureau with the 2025 Annual Billing Statement Package; And That there is an increase of \$178,294 (21.39%) over last year, which correlates to an approximate 2.5% levy increase for the 2025 Budget;
And That Council requests the Mayor send a letter to the Municipal Policing Board, Solicitor General, the Premier, John Jordan, MPP, AMO and all other Municipalities objecting to the large increases in costs for policing”.

Since the October 25th information going to Council there has been discussions with the other Municipalities as well as the Township Auditor. As a result of the discussions, it was determined that the 2023 adjustment in the amount of \$67,664, should be recognized in 2024. Therefore, we will expense this in 2024. I am not recommending using Reserve Funds as it is anticipated that we will have a surplus at year end that will be able to cover this unexpected cost. To clarify the amount of North Frontenacs increase in the newspaper is only reflecting the change for the 2025 billing with the new rates and not taking into consideration the 2023 adjustment.

I can provide more details if required during our budget deliberations on November 29, 2024.

Thank you,

Kelly Watkins, Dipl.M.A., M.M.

To: Mayor and Members of Council
From: Tara Mieske, Clerk/Planning Manager, Dipl.M.A. Dipl.M.M.
Brooke Drechsler, Deputy Clerk/Assistant to the Planning Manager
Approved by:
Date of Meeting: 22 Nov 2024
Re: Communications of Interest

Recommendation:

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

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

1. Mississippi Valley Conservation Authority (MVCA) re: Proposed 2025 Planning & Regulations Fee Schedule and Proposed Administrative Review Policy;
2. File #A14/24 - Minor Variance - 7598 Road 509;
3. File B17/24 - Creation of ROW - 5570 Ardoch Road (Weber/McKenny);
4. Municipality of St Charles re: Request for Support - Urging the Government to Promptly Resume Assessment Cycle;
5. Municipality of St Charles re: Request for Support - Immediate Action Needed to Support Ontario's Forest Sector;
6. File #A12/24 - Request for Permission - 1095D Eastview Lane (Bingeman);
7. MVCA re: Draft Land Conservation and Resource Strategy;
8. Federation of Ontario Cottagers' Association re: Elert 2024;
9. Severance File #B22 and #B23 - 2 New Lots - 12139 Road 509;
10. Severance File #B18, #B19, #B20 & #B 21 - 3 New Lots and ROW - 12139 Road 509;
11. Eastern Ontario Wardens' Caucus (EOWC) re: Response to the 2024 Fall Economic Statement;
12. ROMA re: Conference Delegation Meetings Requests;
13. Ontario Ombudsman re: October Newsletter;
14. Ontario Human Rights Commission (OHRC) re: OHRC and Law Commission of Ontario Release Tools to Assess Artificial Intelligence;
15. MVCA re: Board Summary Report October 21, 2024;
16. Canadian Wildlife Federation re: Blanding's Turtle Habitat Protection Report;
17. Innovation, Science and Economic Development Canada re: Nominations for Prime Minister's Awards for Teaching Excellence;
18. Severance File #B24/25 and #B25/25 - Creation of New Lots - 1058A Bay Lane;
19. City of Cambridge re: Request for Support- Homelessness, Mental Health, Safety and Addiction Crisis;
20. Municipality of North Perth re: Request for Support - Establishment of an Ontario Rural Road Safety Program;
21. Township of North Glengarry Resolution re: Request for Support - Updates to the Municipal Elections Act;

- 22. Severance File #B17/24 - Notice of Decision - Creation of ROW - 5570 Ardoch Road;
- 23. Eastern Ontario Regional Network re: Monthly Update - October 2024.

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

- 1. Resident re: Request for Speed Limit Reduction on Road 509 between Snow Road and Mississippi Station.

REQUEST FOR SPEED LIMIT REDUCTION ON ROAD 509 (SOUTH OF SNOW ROAD STATION)

We are residents on Rd 509 just south of Snow Road Station.

We are requesting that the Township please review our request for speed limit reduction along approximately 1.8 km section of Road 509 immediately south of the Snow Rd Sta Fire Station area (see map on page 2)

Currently the section of road 509 at the fire station is 50 KPH, but then goes up to 80 KPH for approximately 1.8 KM heading south until it goes back to 60 KPH just north of Mississippi Sta.

In the current 80 KPH zone

- There are many hidden driveways here where it can be dangerous entering the road or exiting
- There is the boat ramp/picnic area (and rest station) where a lot of local and non-local people pull in and out with cars/trucks/trailers, ATV/Snowmobiles, Motorcycles, cyclists and pedestrians.
- There is a considerable number of gravel trucks travelling this section especially in the spring/summer/fall, which can pose a danger to any traffic entering/exiting in these areas
- The proposed development of the K&P trail will increase the traffic along this area, adding to the danger. (Apparently the K&P trail will have a reduced (20 KPH) speed limit in this area)
- There are many deer (and other wildlife) along this section of road
- This road was also deemed a "4 season scenic route" a few years ago and has increased the amount of traffic of those who want to enjoy our scenic countryside.

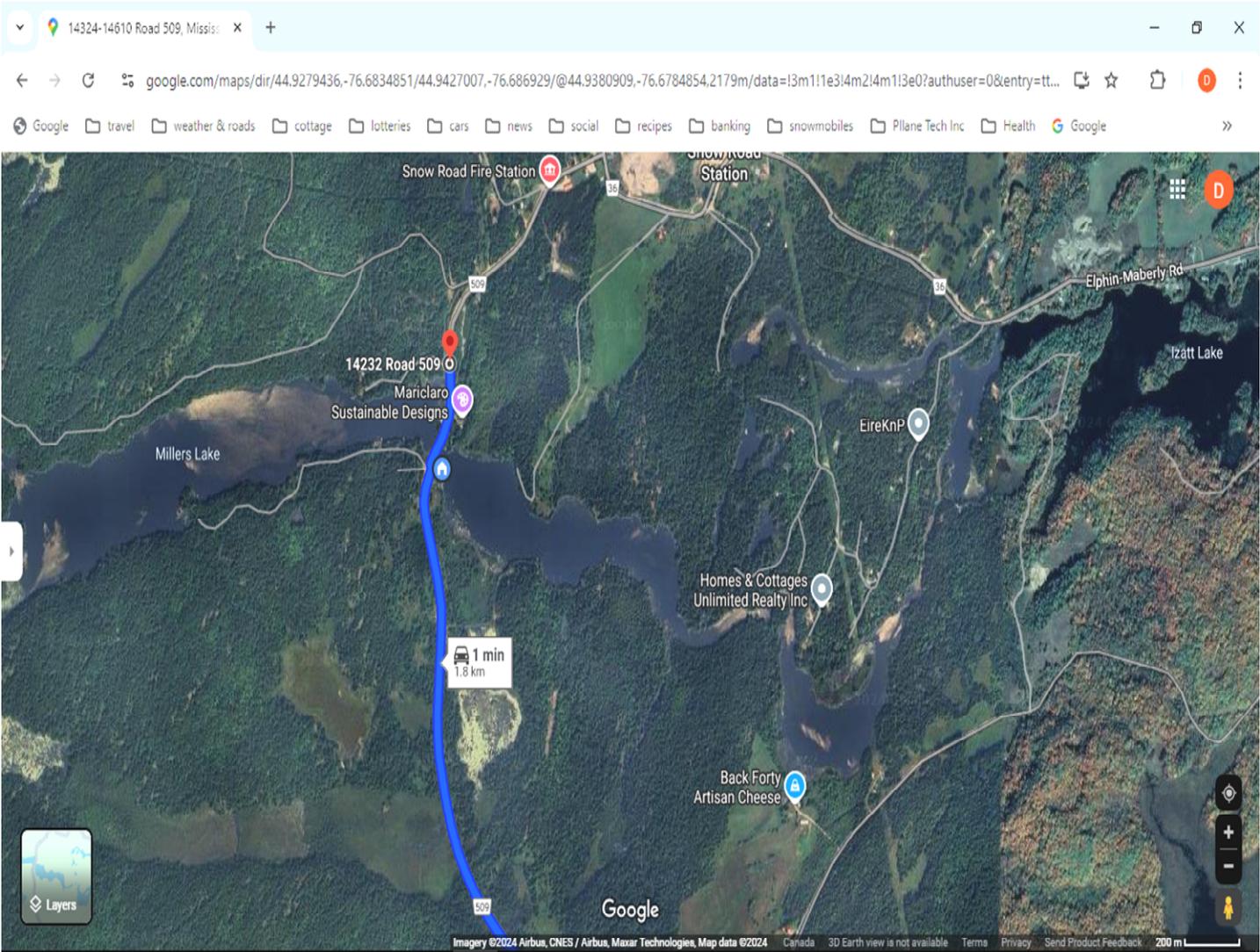
Would it be possible to extend the 50 KPH speed limit (at Snow Road Station), south to Mississippi Station

Or reduce it to 50 KPH south, past the K&P trail junction, and then 60 KPH from there to Mississippi Station.

This would hopefully make this section of 509 safer and more enjoyable for the people who travel it

Thank you for the consideration

Dave and Theresa Smith



To: Mayor and Members of Council
From: Corey Klatt, Chief Administrative Officer, Dipl. M.A.
Approved by: Corey Klatt, Chief Administrative Officer
Date of Meeting: 22 Nov 2024
Re: Update re: Agreement for Pound Services.

Recommendation:

Be it Resolved That Council receives for information the Chief Administrative Officer's Administrative Report entitled "Update re: Agreement for Pound Services";
And That Council will consider a By-law later in the Meeting to authorize the Mayor and Clerk to sign the Agreement with the Kingston Humane Society for Pound Services.

Background:

At the October 25, 2024 Council Meeting the Draft By-law to authorize the Mayor and Clerk to Sign an Agreement for Pound Services effective January 1, 2025 until December 31, 2029 was provided to Council by the Clerk, for consideration. Per the proposed Agreement the fees for Pound Services at the Kingston Humane Society are to increase from \$1,667.48 in 2024 to \$6,000 plus a cost of living adjustment annually, which is an increase of 257.68% comparing 2024 to 2025.

Council Resolution # 359-24 advises:

"Be it Resolved That Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Renewal Agreement with the Kingston Humane Society for Pound Services and Changes in Fees";
And That Council defers the Agreement with Kingston Humane Society for Pound Services until further information can be provided by the CAO on options".

Researched By:

Corey Klatt, Chief Administrative Officer

Comments:

I reached out to the other CAO's within Frontenac County as well as our By-law Enforcement Officer to determine if they are aware of other options for pound services. None are aware of any existing options at this time. They advised their fees for pound services are also increasing.

I also reached out to another municipality similar in size to North Frontenac Township within a different County. They have an Agreement with a private individual for services; however their cost is \$1,200 per month for a retainer plus mileage and an hourly wage when contacted for services. They advised they had looked into the Humane Society in their County but were told by their local Humane Society they could not be accommodated.

In 2023 the Humane Society took in 6 dogs for the Township and in 2024 (up until the end of August) 2 dogs for the Township.

Section 103(1) of the Municipal Act advises "If a municipality passes a by-law regulating or prohibiting with respect to being at large or trespassing of animals, it may provide for, (a) the seizure and impounding of animals being at large or trespassing contrary to the by-law".

Section 17 of the Dog Owners Liability Act advises "A peace officer who seizes a dog under section 13, 14, or 15 shall promptly deliver the seized dog to a pound operated by or on behalf of the municipality, Ontario or a designated body".

The Township's Animal Control By-law states: "5(f) If a Dog seized and impounded bears a tag issued by the Township, the By-law Enforcement Officer shall search the register kept for that purpose and notify the registered owner within a reasonable time frame. The sections of the By-law which have been contravened will be provided to the registered owners and the officer shall indicate the location of the pound".

"5(g) In the case of a dog seized and impounded and claimed within five clear days, the dog shall be released to the owner upon payment of the costs for the Pound Fee to seize and deliver the Dog to the Pound Operator. The owner is responsible for all fees payable to the Pound Operator, including administrative costs, boarding and veterinary services upon the owner claiming such animal in accordance with the Pound Owner's contract. Any dog not claimed within five clear days will be dealt with in accordance with the Agreement between the Township and the Pound Operator". When a dog is dropped off at the Humane Society the Township is reimbursed \$75 (if the dog is claimed) and a dog tag is sold to the owner of the dog (Township pays the Humane Society \$8 per tag sold), if they do not already have a dog tag, prior to the dog being released.

At this time we are not aware of other feasible options available for these services. As a result it is recommended that Council authorize the Mayor and Clerk to sign the Agreement with the Kingston Humane Society for Pound Services, as previously recommended on October 25, 2024. We will continue to watch for less expensive opportunities (the proposed Agreement provides for Notice of 180 days should the Township wish to terminate the Agreement with the Kingston Humane Society at a later time) for Council's future consideration .

Financial Impact:

Effective 2025 the new annual cost is \$6,000 plus a cost of living adjustment annually, which is an increase of 257.68% comparing 2024 to 2025.

To: Mayor and Members of Council
From: Tara Mieske, Clerk/Planning Manager, Dipl.M.A. Dipl.M.M.
Brooke Drechsler, Deputy Clerk/Assistant to the Planning Manager
Approved by: Corey Klatt, Chief Administrative Officer
Date of Meeting: 22 Nov 2024
Re: 2182 Myers Cave Road - Johnson, et al - Concession Road Allowance
Proposed Land Exchange - Update

Recommendation:

Be It Resolved That Council receives for information the Clerk/Planning Manager's Administrative Report entitled "2182 Myers Cave Road - Johnson, et al - Concession Road Allowance - Proposed Land Exchange - Update";

And That Council is agreeable to continuing with the land exchange provided the property owners complete the following:

- Meet with the Public Works Manager (PWM) by December 16, 2024 to review the proposed location of the land to be transferred to ensure the location is suitable for access from Myers Cave Road to the water;
- Submit a draft survey to the Township for review by April 30, 2025;
- Enter into a Licence Agreement with the Township, until the Concession Road has been closed and transferred from the Township;

And That Council authorizes the Mayor and Clerk to sign the Licence Agreement including the terms and conditions listed in the sample Agreement provided with this report.

Background:

At their meeting on April 26, 2024, Council received an [Administrative Report](#) from the Clerk/Planning Manager providing an update regarding a proposed land exchange between the Township and the owners of 2182 Myers Cave Road. The following resolution was passed on April 26, 2024 and provided to the owner(s) on April 29, 2024:

Resolution #172-24 Moved By Councillor Fowler Seconded by Councillor Hermer

Be It Resolved That Council receives for information the Clerk/Planning Manager's Administrative Report entitled "2182 Myers Cave Road - Proposed Land Exchange";

And That Council is agreeable to the land exchange provided all expenses are covered by the property owners, including surveying and legal fees;

And That prior to the survey being registered, the location of the land to be transferred be reviewed by the Public Works Manager to ensure the location is suitable for access from Myers Cave Road to the water.

Carried

Researched By:

Tara Mieske, Clerk/Planning Manager

Comments:

The Clerk's Department contacted the applicants several times since the April 26, 2024 Council meeting to request an update on the proposed land exchange. At the time of writing this report, the property owners have not contacted the Public Works Manager to arrange a review of the proposed location of the land to be transferred. As this matter has been ongoing since 2016 and staff are concerned there will be continued inaction from the property owners, it is recommended the following conditions be required of the property owners:

- Arrange to meet with the Public Works Manager (PWM) by December 16, 2024 to review the proposed location of the land to be transferred to ensure the location is suitable for access from Myers Cave Road to the water;
- Submit a draft survey to the Township for review by April 30, 2025; and
- Enter into a Licence Agreement with the Township, as there are existing structures located on the Concession Road Allowance, until the Concession Road has been closed and transferred from the Township. The owner(s) will be required to provide the annual fee and proof of insurance.

Financial Impact:

There will be an Administration Fee of \$130 for the Licence Agreement collected from the property owners and an annual fee of \$75 until the land exchange has been completed.

Attachments:

[Draft Licence Agreement](#)

THIS LICENCE AGREEMENT made this _____

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC
(the "Municipality")

OF THE FIRST PART

-and-

(the "Licencee")

OF THE SECOND PART

Whereas the Licencee is the owner of certain lands abutting an unopened Concession Road Allowance and a Shore Road Allowance within the Township of North Frontenac on which there are constructed buildings;

And Whereas the Licencee wishes to use the unopened Concession Road Allowance and the Shore Road Allowance as a means to occupy the property for existing encroachment of their buildings;

And Whereas the Licencee has requested and the Municipality has agreed to grant a non-exclusive Licence to use a portion of the unopened Concession Road Allowance and Shore Road Allowance in accordance with the terms of this Agreement.

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

1. In this Agreement,
 - a. "Buildings" means one structure located on the Concession Road Allowance; one structure encroaching on the Concession Road Allowance and one structure encroaching on the Concession Road Allowance and Shore Road Allowance.
 - b. "Road Allowance" means that portion of the unopened concession road allowance and shore road allowance described in Schedule "A" to this Agreement.
2. The Municipality grants the Licencee a non-exclusive Licence to use the Road Allowance for the purpose of occupancy of the buildings located on the Road Allowance.
3. The term of this Licence shall be until December 31, 2025, commencing the date of this Agreement.
4. The Licencee shall pay the Municipality the sum of \$75.00 upon entering into the Agreement for the annual fee.
5. The Licencee shall pay the applicable property taxes each year. Property taxes will be calculated based on the yearly assessed value provided from the Municipal Property Assessment Corporation (MPAC) multiplied by the residential tax rate (includes Municipal, County and Education) as approved by By-law each year or an deposit of \$250.00 if not yet assessed by MPAC.
6. The Licencee acknowledges that the Licencee has no rights, title or interest in the Road Allowance other than as provided in this Agreement.
7. The Municipality may at any time terminate this Licence by giving the Licencee a minimum of 60 days written notice of termination, and the annual payment for the Licence fee shall be apportioned as of the date of termination.

8. The Licencee agrees and covenants with the Municipality:
 - a. To accept the Road Allowance in an "as is" condition and not to require the Municipality to pay for or do any work or supply any equipment or services in connection with the Licencee's use of the Road Allowance;
 - b. That the buildings shall be used for recreational purposes only;
 - c. Not to enlarge the buildings or erect any other buildings or structures on the Road Allowance without permission from the Municipality;
 - d. To maintain the buildings in a safe, neat, clean and well-kept manner at all times;
 - e. That in the event where the structures are intentionally or unintentionally demolished or the Licencee intends to substantially renovate the structures in the future that all structures be relocated off the Road Allowance and be brought into compliance with the Township's Zoning By-law;
 - f. To pay the Licence fee;
 - g. To obtain all necessary permits and approvals required by law;
 - h. To keep the Road Allowance in a clean and well ordered condition, and not to permit any rubbish, refuse, debris or other objectionable material to be stored, or to accumulate thereon;
 - i. Not to remove any trees or commence any work, or make any changes in surfacing, grade or landscaping on the Road Allowance except in accordance with plans and specifications submitted to and approved by the Municipality;
 - j. Not to erect any signs, fences, or fixtures on the Road Allowance without the prior written consent of the Municipality;
 - k. To use the Road Allowance only for the purpose of occupancy of the buildings and not to interfere, obstruct or impede in any way the use of the Road Allowance by the Municipality or any other member of the public;
 - l. Not to assign or otherwise transfer this Licence without the prior written consent of the Municipality, which consent may be arbitrarily withheld;
 - i. To ensure that nothing is done or kept at or on the Road Allowance which is or may be a nuisance, or carry on any activity or do anything else, which causes disturbance to or interferes with the users or occupants of any neighbouring property, or which in the opinion of the Municipality may cause damage to the Road Allowance or any neighbouring property;
 - m. To take, at the Licencee's own expense, all measures necessary to ensure to the Municipality's satisfaction that any municipal services or utilities now or in the future on, under or adjacent to the Road Allowance are or will be adequately protected against damage, impairment, destruction or loss;
 - n. To ensure that no inflammable or explosive substances, contaminants, pollutants, or hazardous or environmentally sensitive materials are brought on to the Road Allowance, other than motor vehicle fuel (gasoline) contained in normal fuel tanks, firewood and propane;
 - o. Upon termination of this Licence, to remove from the Road Allowance all buildings, fixtures and chattels belonging to the Licencee, with all damage if any, caused by such removal made good by the Licencee;
 - p. Upon failure by the Licencee to comply with any covenants or obligations imposed under this Agreement within 60 days written notice requiring such compliance from the Municipality, to permit the Municipality to enter the Road

Allowance and fulfill such covenant at the sole expense of the Licencee, who shall forthwith upon being invoiced therefore, reimburse the Municipality for all of its costs;

- q. That the Municipality has no obligation during or upon expiration of the term of this Licence to compensate or reimburse the Licencee for any other costs or expenses incurred by the Licencee to improve or maintain the Road Allowance, all of which will be done for the benefit of the Licencee and not the Municipality;
 - r. Not to register this Agreement or a notice of this Agreement or any other notice of the Licencee's interest in the Road Allowance against title to the Road Allowance;
 - s. To defend, indemnify and save harmless the Municipality, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Licencee, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Licence/Encroachment Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Licencee in accordance with this Licence/Encroachment Agreement, and shall survive this Licence/Encroachment Agreement.
 - t. To further indemnify and save harmless the Municipality from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the Construction Lien Act in connection with any work done for the Licencee at or on the Road Allowance, and to promptly attend at the Licencee's expense to the removal of every claim for lien or certificate of action having to do with such work within 14 days of being notified in writing by the Municipality to do so, failing which the Municipality may attend to such removal and recover the expense and all attendant costs from the Licencee;
 - u. To maintain in force at all times during the term of this Licence and any renewal thereof, at the Licencee's expense, a liability insurance policy covering public liability and property damage for no less than \$2,000,000 two million dollars to the satisfaction of the Township, and shall furnish the Township with a "Certificate of Insurance" or a letter from the Licencee's insurance provider annually. The policy must contain:
 - a. a "Cross Liability" clause or endorsement;
 - b. an endorsement certifying that The Corporation of the Township of North Frontenac is included as an additional named insured; and
 - c. an endorsement to the effect that the policy will not be altered cancelled or allowed to lapse without thirty (30) days prior written notice to the Township;
 - v. That, despite any provisions to the contrary, this Agreement shall immediately terminate upon the happening of any one of the following events:
 - a. Default by the Licencee of any of their obligations under this Agreement if such default continues more than 60 days after written notice of default has been provided by the Township;
 - b. Abandonment of the buildings for a period of more than two (2) years; or
 - c. Destruction of the structures by fire, wind, demolition or any other cause.
9. This Agreement shall be binding upon, and ensure to the benefit of, the parties and their respective successors and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement as at the date first set out above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

THE CORPORATION OF THE
TOWNSHIP OF NORTH FRONTENAC

Gerry Lichty, Mayor

Tara Mieske, Clerk

LICENCEES:

SCHEDULE "A"

CONCESSION ROAD ALLOWANCE

All That Part of the Road Allowance adjacent to Part of Lot 23 and 24, Concessions 6 and 7, geographic Township of Barrie, Township of North Frontenac, County of Frontenac being Part 1 on Registered Plan 13R-21377; and

All That Part of the Shoreline Road Allowance around Kashwakamak Lake Lying Adjacent to Part of Lot 23, Concession 6, geographic Township of Barrie, Township of North Frontenac, County of Frontenac being Part 2 on Registered Plan 13R-21377.

To: Mayor and Members of Council
From: Tara Mieske, Clerk/Planning Manager, Dipl.M.A. Dipl.M.M.
Approved by: Corey Klatt, Chief Administrative Officer
Date of Meeting: 22 Nov 2024
Re: Licence Agreement - Thornton

Recommendation:

Be It Resolved That Council receives the Clerk/Planning Manager's Administrative Report entitled "Licence Agreement - Thornton";
And That Council approves entering into a Licence Agreement with Istvan and Danielle Kecso using the conditions in the sample Agreement provided with this report and the agreement with Thorntons being terminated.

Background:

On September 11, 2020, Council approved Donald and Candace Thornton to place a dock on the Concession Road Allowance provided the Thorntons entered into a Licence Agreement with the Township. The Licence Agreement was entered into on July 30, 2021.

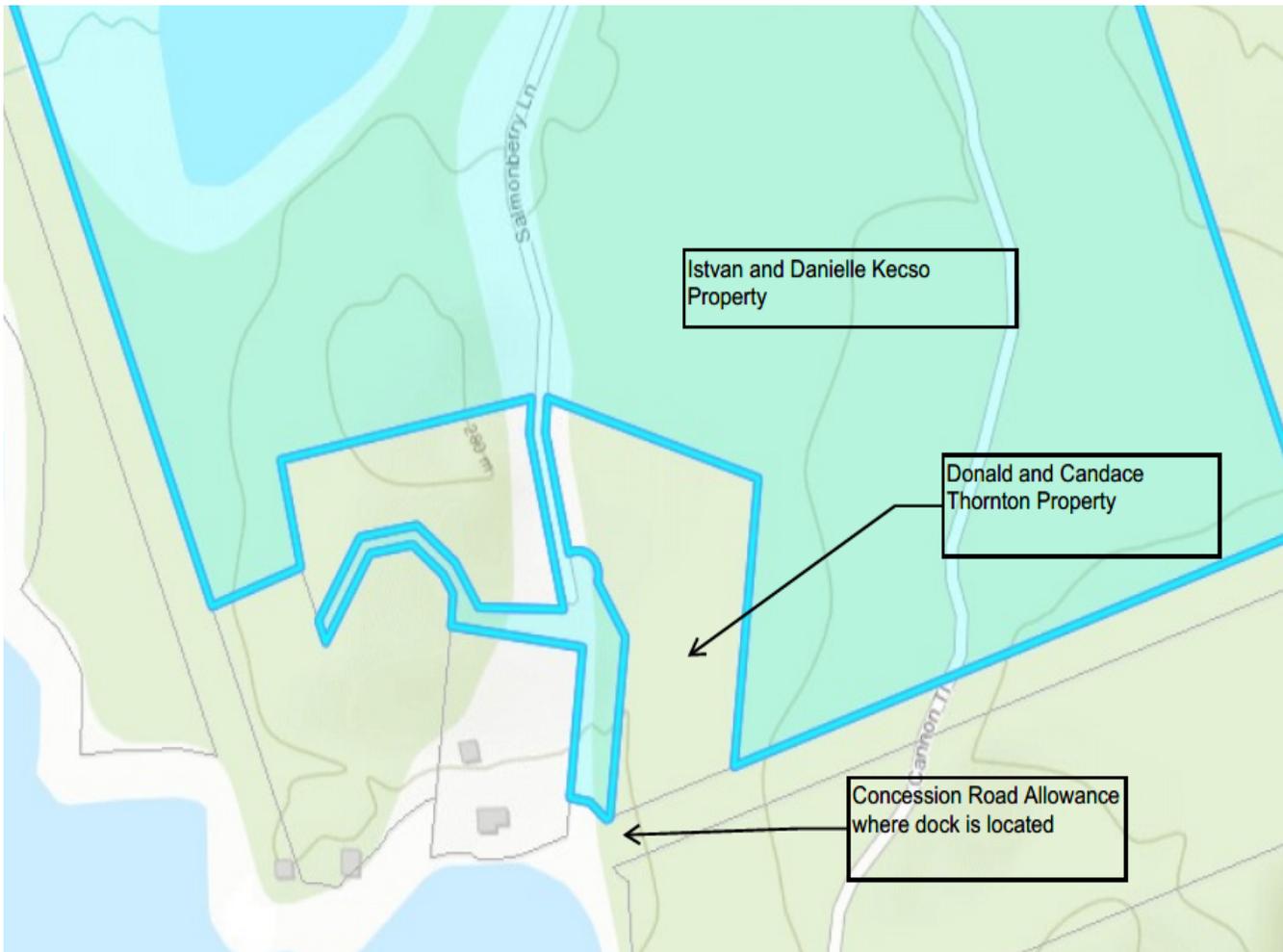
Researched By:

Tara Mieske, Clerk/Planning Manager

Comments:

As a condition of the Licence Agreement, the property owner must provide proof of insurance. The insurance provided to the Township is in the name of Danielle and Istvan Kecso, being the daughter and son-in-law of Donald and Candace Thornton. The Clerk's Department contacted Mr. Thornton and Ms. Kecso to advise the Agreement and insurance must be in the same name. Ms. Kecso advised they would like Council to consider changing the Agreement to be in their names.

Below is a map showing the Kecso property, Thornton property and the Concession Road Allowance where the dock is located.



Option 1

Continue the Agreement with Thornton and require the insurance certificate to be provided in the name of Donald and Candace Thornton.

Option 2

Require Istvan and Danielle Kecso to apply for a Licence Agreement to permit a dock to be located on the Road Allowance to be considered by Council once the application is received.

Option 3

End the agreement with Donald and Candace Thornton and enter into a Licence Agreement (Attachment #1) with Istvan and Danielle Kecso to permit the use of the Road Allowance between Concessions 8 and 9, Lot 25 geographic Township of Barrie for a dock not to exceed 36 feet in length and 6 feet in width.

Financial Impact:

Option #1

No financial implications.

Option #2

Receive an Administration Fee in the amount of \$130. There will be costs for a site inspection and if the application is approved, costs for the Clerk's Department to draft a new agreement.

Option #3

There will be costs for the Clerk's Department to draft a new Agreement.

Attachments:

[Dock Licence Agreement - Kecso](#)

This Licence Agreement made this ____ day of _____, 2024.

Between:

The Corporation of the Township Of North Frontenac
(the "Municipality")

Of the first part

-and-

(the "Licensee")

Of the second part

Whereas the Licensee is the owner of certain lands abutting an unopened Concession Road Allowance and a Shore Road Allowance within the Township of North Frontenac;

And Whereas the Licensee wishes to use the unopened Concession Allowance and Shore Road Allowance to construct a dock;

And Whereas the Licensee wishes to use a portion of the Concession Road Allowance and Shore Road Allowance, as a means of foot access to their dock, located on the abutting Concession Road Allowance and Shore Road Allowance on Marble Lake;

And Whereas the Licensee has requested and the Municipality has agreed to grant a non-exclusive license to use a portion of the unmaintained Concession Road Allowance and Shore Road Allowance within the Township of North Frontenac in accordance with the terms of this Agreement;

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

1. In this Agreement,
 - a) "Dock" means an accessory used for the mooring of marine vessels which is designed to float freely on the surface of the water body and which may be secured to the shoreline
 - b) "'Road Allowance" means that portion of the unopened concession road allowance and shore road allowance described in Schedule "A" to this Agreement.
 - c) "Works" means the affixing of a Dock Structure (36m x 2m) to the Shoreline Road Allowance and of providing foot access across the Concession Road Allowance to the Licensee's dock.
2. The Municipality grants to the Licensee a non-exclusive license to use a portion of Road Allowance for the purpose of providing pedestrian access across the Road Allowance to the Licensee's dock.
3. The dock must be a floating dock with posts/legs to attach the dock to the shoreline. Cantilever and/or crib docks are not permitted.
4. Only one (1) dock is permitted.
5. The Licensee covenants and agrees with the Municipality:
 - a) To accept the Road Allowance in an "as is" condition and not to require the Municipality to pay for or do any work or supply any equipment or services in connection with the Licensee's use or improvement of the Road Allowance and/or dock;
 - b) Apply for the applicable Conservation Authority, Ministry of Natural Resources, and Department of Fisheries and Oceans approval permits, if required, to be signed by the Chief Administrative Officer (CAO) upon approval. The Licensee is responsible for the fees associated with these;
 - c) Approvals may be required by law prior to the undertaking of any work on the dock structure and to provide copies of these to the Municipality;

- d) The Licensee shall pay the Municipality the sum of \$75.00 during the term of this Licence.
- e) To use the Road Allowance only for the purpose of temporarily affixing a floating dock structure to the Road Allowance and of providing pedestrian access across the Road Allowance to the Licensee's dock structure;
- f) To not interfere with, obstruct or impede in any way the use of the Road Allowance by the Municipality or any other member of the public;
- g) To not erect any signs, fences, buildings, structures or fixtures on the Road Allowance without the prior written consent of the Municipality;
- h) To keep the Road Allowance in a clean and orderly condition, and not to permit any rubbish, refuse, debris or other objectionable material to be stored, or to accumulate on it;
- i) To not carry on any activity, or do or keep anything on the Road Allowance which are or may be a nuisance, or that causes or is likely to cause damage to the Road Allowance or any abutting land and to maintain a fifteen (15) metre (49.2 feet) vegetative buffer along the waterfront of the Road Allowance except for a foot path to access the dock;
- j) To undertake all measures necessary to ensure to the Municipality's satisfaction that maintenance of the dock and use of the Road Allowance will not damage, impair, destroy or result in the loss of any municipal or other services or utilities that are now or may in future be located on, under or adjacent to the Road Allowance;
- k) To ensure that no inflammable or explosive substances, contaminants, pollutants, or hazardous or environmentally sensitive materials are brought on to the Road Allowance, other than motor fuel while contained in an approved fuel container;
- l) To NOT register this Agreement or a notice of this Agreement or any other notice of the Licensee's interest in the Road Allowance against title to the Road Allowance;
- m) To indemnify and save harmless the Municipality from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings made or brought against, suffered by or imposed on the Municipality in respect of any loss, damage or injury to any person or land directly or indirectly arising out of, resulting from or sustained as a result of the Licensee's use and maintenance of the Road Allowance;
- n) Without limiting the generality of the foregoing, to indemnify and save harmless the Municipality from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the *Construction Lien Act* in connection with construction and/or maintenance of the dock structure or any other work done by or at the request of the Licensee on the Road Allowance and to promptly attend at the Licensee's expense to the removal of every claim for lien or certificate of action having to do with such work within 14 days of being notified in writing by the Municipality, failing which the Municipality may attend to such removal and recover the expense and all attendant legal and other costs from the Licensee;
- o) To take out and maintain in force at all times during the term of this Agreement, at the Licensee's expense, a comprehensive policy of public liability and property damage insurance acceptable to the Municipality, that provides insurance coverage in respect of any one occurrence to the limit of at least two million dollars (\$2,000,000.00) exclusive of interest and costs, against loss or damage resulting from bodily injury to, or death of one or more persons and loss of or damage to property, and that names the Municipality as an additional insured; and
- p) To annually provide the Municipality with a Certificate of Insurance in a form satisfactory to the Municipality together with such proof as the Municipality may require that all premiums on the policies of insurance have been paid and that they are in full force and effect. If the Licensee fails to provide the Municipality with a Certificate of Insurance within 30 days of the due date this Agreement shall be terminated immediately, and the dock structure shall be removed, at the expense of the Licensee, and the Licensee will be considered in default.

4. The Licensee further acknowledges and agrees that:

- a) The Licensee has no rights, title or interest in the Road Allowance other than as provided in this Agreement;

- b) Nothing in this Agreement fetters the Municipality's discretion as approval authority under any applicable legislation and nothing in this Agreement shall be construed as granting approval to the Licensee to construct any structure on the Road Allowance, other than specifically provided for herein; and
 - c) The Municipality has no obligation during or upon expiration of the term of this Licence to compensate or reimburse the Licensee for any other costs or expenses incurred by the Licensee to improve or maintain the Road Allowance, all of which will be done for the benefit of the Licensee and not the Municipality.
5. This Agreement shall terminate immediately if the Municipality should at any time pass a by-law to assume and be responsible for the maintenance of the Road Allowance.
6. The term of this License shall be from the date of this Agreement to the earlier of:
 - a) The date on which the parties mutually agree to dissolve said Agreement;
 - b) The date on which this Agreement is terminated in accordance with its terms; or
 - c) The date which the Licensee ceases to maintain ownership of the property described as Part of Lot 25, Concession 9, geographic Township of Barrie.
7. Notwithstanding anything else to the contrary in this Agreement, the Municipality may terminate this Agreement upon providing three (3) months' notice in writing to the Owner. Upon termination the Owner hereby irrevocably waives any rights to claim damages or loss as against the Municipality.
8. If the Licensee is in default of any obligation under this Agreement and such default is not remedied to the satisfaction of the Municipality within 14 days of notice of the default delivered to the Licensee, the Municipality shall have the right to terminate this Agreement upon a further 10 days' notice to the Licensee, such notices to be given by pre-paid first class mail to the Licensee at their last known address as it appears on the assessment roll of the Municipality. The Municipality may, without further notice and without prejudice to any other rights and remedies available to it, do such things and perform such work as is necessary to rectify the default.
9. Any account rendered by the Municipality for work done shall be paid by the Owner within thirty (30) days of the day of billing, and, if the Owner fails to pay, interest shall be charged on the amount outstanding at the rate of one and one quarter percent (1.25%) per month (15% per annum) on the first day of each calendar month following the date the account was due. Any payments received on accounts rendered shall be applied first to any outstanding interest which may have accrued, and the balance shall be applied to reduce the principal amount outstanding.
10. The Licensee shall reimburse the Municipality for its costs in connection with the preparation, execution or enforcement of this Agreement, and may be recoverable by action against the Licensee together with interest calculated at the rate of 1.25% per month (15% per annum) being the same rate of interest payable on account of tax arrears.

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

Signed, Sealed and Delivered

Witness

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

Ron Higgins, Mayor

Tara Mieske, Clerk

DRAFT

Schedule "A"

Concession Road Allowance

Part of the Concession Road Allowance between Concession 8 and 9, Lot 25 and Part of the Shore Road Allowance abutting Marble Lake, geographic Township of Barrie, in the Township of North Frontenac, in the County of Frontenac.

DRAFT

SCHEDULE “B”

DESCRIPTION OF THE WORKS

Include Sketch and Details

DRAFT

To: Mayor and Members of Council
From: Tara Mieske, Clerk/Planning Manager, Dipl.M.A. Dipl.M.M.
Brooke Drechsler, Deputy Clerk/Assistant to the Planning Manager
Approved by: Corey Klatt, Chief Administrative Officer
Date of Meeting: 22 Nov 2024
Re: Shore Road Allowance Closure and By-law - Noye

Recommendation:

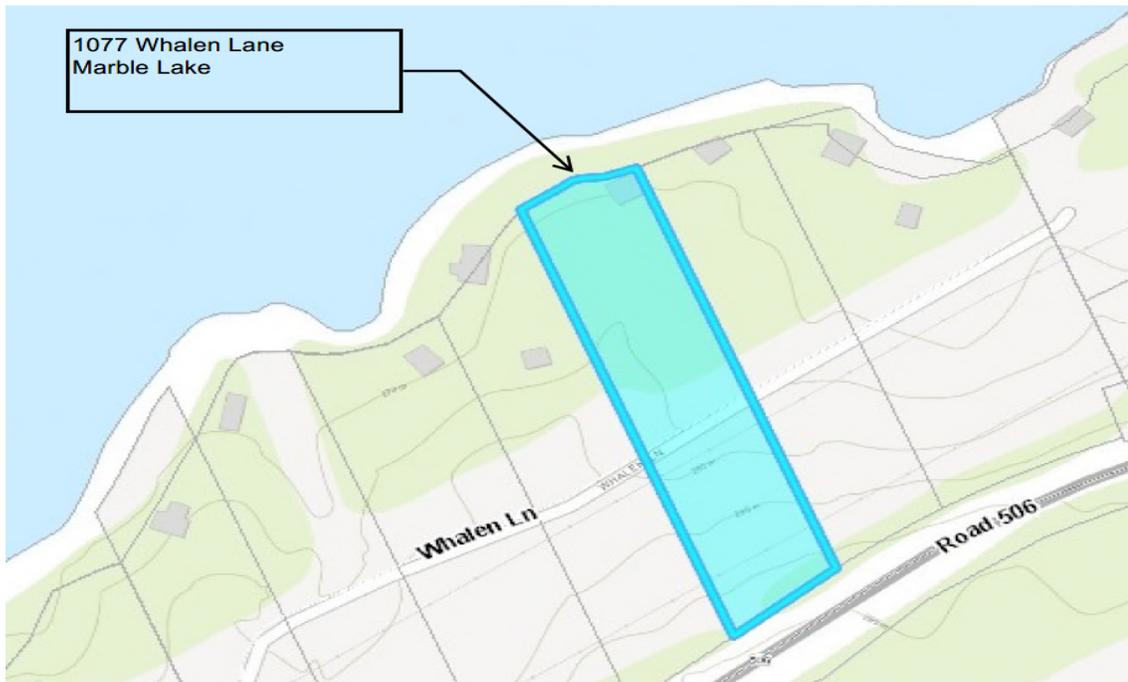
Be It Resolved That Council receives for information the Clerk/Planning Manager’s Administrative Report entitled “Shore Road Allowance Closure and Sale By-law –Noye”;

And That, as required by By-law #20-23, All That Part of the Road Allowance adjacent to Part of Lot 24, Concession 7, geographic Township of Barrie, being Part 36 on Registered Plan 13R-7418 (Marble Lake) be declared as surplus and sold to the adjoining owners. Appraisal of the property is not necessary as this is a Shore Road Allowance;

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.

Background:

An Application was submitted by Brett and Barbara Noye to purchase the Shore Road Allowance along the shore of Marble Lake, Part of Lot 24, Concession 7, geographic Township of Barrie, being Part 36 on Registered Plan 13R-7418 (see below map and survey). Council passed Resolution #333-24 on October 4, 2024 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).



Researched By:

Tara Mieske, Clerk/Planning Manager

Brooke Drechsler, Deputy Clerk/Assistant to the Planning Manager

Comments:

None.

Financial Impact:

The Application was submitted under the current Fees and Charges By-law.

Per By-law #20-23, the Shore Road Application process required the Administration fee of \$1,200 plus \$156 HST for total of \$1,356 which was provided by the Applicants at the time of submission of the application.

The Township will receive Land Costs for the sale of the Shore Road Allowance in accordance with Fees and Charges By-law #63-23.

To: Mayor and Members of Council
From: Tara Mieske, Clerk/Planning Manager, Dipl.M.A. Dipl.M.M.
Brooke Drechsler, Deputy Clerk/Assistant to the Planning Manager
Approved by: Corey Klatt, Chief Administrative Officer
Date of Meeting: 22 Nov 2024
Re: Renewal of 911 Primary Public Safety Answering Point (P-PSAP, previously CERB) Services Agreement between the Ontario Provincial Police (OPP) and the Township of North Frontenac and the Township of Central Frontenac

Recommendation:

Be It Resolved That Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Renewal of 911 Primary Public Safety Answering Point (P-PSAP, previously CERB) Services Agreement between the Ontario Provincial Police (OPP) and the Township of North Frontenac and the Township of Central Frontenac":

And That as the Township is required to have a Primary Public Safety Answering Point, Council approves entering into an Agreement, jointly with the Township of Central Frontenac, for the provision of 911 public emergency reporting services by the Ontario Provincial Police (OPP); and will consider a By-law to enter into the Agreement later in the meeting;

And That Council instructs the Clerk to provide the By-law and signed Agreement to Central Frontenac.

Background:

At their meeting on October 18, 2019, Council approved By-law #79-19 (Attachment #1) to enter into a Joint Agreement with the Township of Central Frontenac for the provision of 911 Primary Public Safety Answering Point (P-PSAP) services from the Ontario Provincial Police (OPP) for the period of December 8, 2019 to December 7, 2024. This service is required by Bell Canada to maintain an operative centralized communications system for dispatching emergency response purposes.

Researched By:

Tara Mieske, Clerk/Planning Manager
Brooke Drechsler, Deputy Clerk/Assistant to the Planning Manager
Kelly Watkins, Treasurer

Comments:

The Primary Public Safety Answering Point (P-PSAP) is a Call Centre responsible for answering calls to an emergency telephone number for police, firefighting and ambulance services. The calls are then routed to a Secondary-Public Safety Answering Point (S-PSAP) call centre.

A letter from the Municipal Policing Bureau dated October 28, 2024 (Attachment #2), draft Agreement (Attachment #3) and information package (Attachment #4) was provided to the Township for review. A summary of significant updates to the new agreement include:

	Previous Agreement (2019)	New Agreement
Terminology	Central Emergency Reporting Bureau (CERB) Public Emergency Reporting Service (PERS)	P-PSAP NG 9-1-1
Termination	90 day notice period	180 day notice period
Term Length	2 (two) & 5 (five) year, renewable by written notice	Rolling Term

The new Agreement will come into effect on the date it is approved by Council and shall remain in force, subject to the termination of the Agreement with 180 day notice to the other party.

Both the Township of North Frontenac and the Township of Central Frontenac need to be agreeable to entering into the Agreement. As the Agreement must be provided to the Municipal Policing Bureau by December 1, 2024, it is recommended North Frontenac approve the Agreement, to be provided to Central Frontenac for consideration.

Financial Impact:

As per the Agreement, the OPP determine the costs for the P-PSAP service based on the population of the community. The annual rate per capita is \$0.561. The annual cost of the service to Central Frontenac and North Frontenac is \$4,026.30, based on a residential population serviced of 7177 (North Frontenac - 2285, Central Frontenac - 4892)

The annual rate shall be reviewed at the end of every calendar year, and it may be revised by the OPP based on changes to the residential population or to the per capita cost charged by the OPP.

Attachments:

- [Attachment #1 - By law #79-19](#)
- [Attachment #2 -Letter](#)
- [Attachment #3 - Draft Agreement](#)
- [Attachment #4 - Information Package](#)

The Corporation of the Township of North Frontenac

By-Law #79-19

Being a By-law to Authorize the Mayor and Clerk to Sign a Joint Agreement Between the Township of North Frontenac, the Township of Central Frontenac and her Majesty the Queen in Right of the Province of Ontario as Represented by the Ministry of Community Safety and Correctional Services on Behalf of the Ontario Provincial Police (“O.P.P”) for the Provision of 9-1-1 Primary Public Safety Answering Point (P-PSAP) Services

Whereas Section 116 of the Municipal Act, 2001, S.O. 2001, as amended, authorizes the Township of North Frontenac to establish, maintain and operate a centralized communications system for emergency response purposes;

And Whereas the Council of the Township of North Frontenac and the Council of the Township of Central Frontenac deems it appropriate to enter into a joint agreement with the Ontario Provincial Police (O.P.P.) for the continued provision of 911 emergency reporting services;

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

1. The Township of North Frontenac shall receive P-PSAP Services from the Ontario Provincial Police;
2. The Mayor and Clerk are authorized to execute the Agreement between the Township of North Frontenac, the Township of Central Frontenac and her Majesty the Queen in Right of the Province of Ontario as Represented by the Ministry of Community Safety and Correctional Services on Behalf of the Ontario Provincial Police for the period December 8, 2019 to December 7, 2024;
3. The agreement, once executed, shall be attached as Schedule “A” and will form part of this By-law.

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

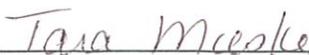
And That this By-law shall come into force and take effect on the date of final passing.

Read a first and second time this 18th day of October, 2019.

Read a third time and passed this 18th day of October, 2019.



Deputy Mayor



Clerk

**THE CORPORATION OF THE TOWNSHIP OF CENTRAL
FRONTENAC
BY-LAW #2019-44**

**BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK-
ADMINISTRATOR TO SIGN AN AGREEMENT FOR THE
PROVISIONS OF 9-1-1 PRIMARY PUBLIC SAFETY ANSWERING
POINT (P-PSAP) SERVICES**

WHEREAS pursuant to Section 8 of the Municipal Act, 2001, S.O. 2001 c. 25, as amended a municipality has broad authority to govern its affairs as appropriate, and pursuant to Section 9 of said Act 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 pursuant to Section 5(3) of the Municipal Act, 2001, S.O. 2001 c. 25, as amended 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 pursuant to Section 116(1) of the Municipal Act, S.O. 2001 c. 25, a municipality may establish, maintain and operate a centralized communication system for emergency response purposes;

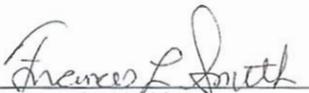
AND WHEREAS the Council of the Township of North Frontenac and the Council of the Township of Central Frontenac deem it appropriate to enter into a joint agreement with the Ontario Provincial Police (OPP) for the continued provision of 911 emergency dispatch services;

NOW THEREFORE IT IS HEREBY ENACTED by the Council of The Corporation of the Township of Central Frontenac as follows:

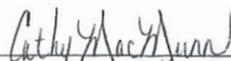
1. The Township of Central Frontenac shall receive P-PSAP services from the OPP;
2. The Mayor and Clerk-Administrator are authorized to execute the Agreement between the OPP and the Township of North Frontenac for the December 8, 2019 – December 7, 2024 term, in substantially the same form as in the attached agreement attached as Schedule "A" to this By-Law;
3. This By-Law shall come into force and effect on the date it is passed by Council.

READ a first and second time this 24th day of September, 2019

READ a third time and passed this 24th day of September, 2019

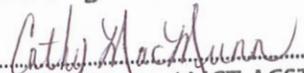


Frances Smith, Mayor



Cathy MacMunn, Clerk Administrator

Certified true copy
of the original document


.....
Cathy MacMunn, AMCT, ACST
Clerk Administrator
Township of Central Frontenac

Ontario
Provincial
Police

Police
provinciale
de l'Ontario



Municipal Policing Bureau
Bureau des services policiers des municipalités

777 Memorial Ave.
Orillia ON L3V 7V3

777, ave Memorial
Orillia (ON) L3V 7V3

Tel: (705) 329-6200

Fax: (705) 330-5191

RECEIVED

File Reference: 612-20

JAN 7 2020

Twp. of North Frontenac
Per.....

December 20, 2019

Tara Mieske, Clerk/Planning Coordinator
The Corporation of the Township of North Frontenac
Box 97, 6648 Road 506
Plevna, ON KOH 2M0

Dear Tara Mieske:

Re: Agreement for the Provision of 9-1-1 Primary Public Safety Answering Point (P-PSAP) Services between the Ontario Provincial Police (OPP) and the Corporation of the Township of North Frontenac and the Corporation of the Township of Central Frontenac

Please find attached to this letter a copy of the *Agreement for the Provision of 9-1-1 P-PSAP Services* between the OPP and the Corporation of the Township of North Frontenac and the Corporation of the Township of Central Frontenac for your records.

The Agreement is in effect from December 08, 2019 until December 07, 2024, at an annual cost subject to section 4.1(b), of **\$3,518.03** based on the residential population of the community served by the Townships of 6,271.

If you have any questions or concerns about this process, please contact the OPP's Municipal Policing Bureau P-PSAP specialists at (705) 329-6225 or by e-mail at PPSAP@opp.ca

Yours truly,

A handwritten signature in cursive script, appearing to read "R. MacEachern".

R.D. (Robyn) MacEachern
A/Superintendent
A/Bureau Commander

\s\

Attachment

Schedule "A" to By-Law 2019-44



**AGREEMENT FOR
THE PROVISION OF
9-1-1 PRIMARY PSAP SERVICES**

AGREEMENT FOR THE PROVISION OF 9-1-1 PRIMARY PSAP SERVICES

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the
MINISTER OF COMMUNITY SAFETY AND CORRECTIONAL SERVICES
on behalf of the
ONTARIO PROVINCIAL POLICE
("O.P.P.")

OF THE FIRST PART

AND:

**THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC AND THE
CORPORATION OF THE TOWNSHIP OF CENTRAL FRONTENAC**
(the "Municipalities")

OF THE SECOND PART

RECITALS:

- (a) WHEREAS Bell Canada has entered into an agreement with the Municipalities to provide the Municipalities with a 9-1-1 Public Emergency Reporting Service - Ontario;
- (b) AND WHEREAS it is the obligation of the Municipalities under its agreement with Bell Canada to ensure that a Primary Public Safety Answering Point (PSAP) serves the Municipalities;
- (c) AND WHEREAS the Municipalities is permitted under its agreement with Bell Canada to contract with a third party for the management and operation of the Primary Public Safety Answering Point (PSAP);
- (d) AND WHEREAS the Municipalities wishes to contract with the O.P.P. for the management and operation of the Primary Public Safety Answering Point (PSAP);
- (e) AND WHEREAS the Municipalities confirms its adherence to this Agreement by executing it, as provided for herein, and providing the O.P.P. with a certified copy of the resolution or by-law authorizing it entering into this Agreement;

NOW THEREFORE, in consideration of the promises and covenants herein, the Parties agree as follows:

- 1.0 The Parties warrant that the recitals are true.

2.0 DEFINITIONS AND INTERPRETATION

2.1 In this Agreement:

- "9-1-1 call" means a phone call received at the Primary PSAP, which requires an emergency response, typically the transfer of the call to a Secondary PSAP.
- "9-1-1 PERS" means the Public Emergency Reporting Service - Ontario, which is a telecommunications service provided by Bell Canada pursuant to Bell Canada General Tariff Item 1400 to Municipalities for the delivery of 9-1-1 calls to the Primary and Secondary PSAP and pursuant to the agreement between Bell Canada and the Municipalities.
- "Agreement" means this agreement and Schedule "A", which is attached to, and forms part of this Agreement.
- "ALI" means an Automatic Location Identification, which consists of a database feature that displays, to the Primary and Secondary PSAP, address and location data with respect to a telephone line from which the 9-1-1 Call originates.
- "ANI" means an Automatic Number Identification, which consists of a database feature that displays, to the Primary and Secondary PSAP, the telephone number of the primary exchange service that originates the 9-1-1 call.
- "Call Control" means a feature that allows the 9-1-1 call taker at the Primary PSAP to maintain control of the line upon which the 9-1-1 call was made regardless of calling party action.
- "Director" means the Director of Provincial Communications Operations, Communications and Technology Services Bureau.
- "ESZ" means an Emergency Services Zone, which is a geographic area served by a Secondary PSAP in the Municipalities.
- "Mayor" or "Reeve" means Mayor or Reeve for the Municipalities.
- "Party" means the O.P.P. or the Municipalities, and "Parties" shall mean both of them.
- "Primary PSAP" means the Primary Public Safety Answering Point serving the Municipalities, and located at the O.P.P. Provincial Communications Centre (PCC), which is the first point of reception by the O.P.P. of 9-1-1 calls.
- "Secondary PSAP" means the communication center of a fire, police or ambulance agency, within an ESZ, to which 9-1-1 calls are transferred from the Primary PSAP, and for which the Secondary PSAP is then responsible for taking appropriate action.
- "Selective Routing and Transfer" means a feature that automatically routes a 9-1-1 call to the appropriate Primary or Secondary PSAP based upon the ANI of the telephone line from which the 9-1-1 call originates.

- 2.2 **Severability** - If any term of this Agreement shall be held to be illegal, invalid, unenforceable, null, void or inoperative by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.
- 2.3 **Section Headings** - The section headings contained herein are for purposes of convenience only, and shall not be deemed to constitute a part of this Agreement, or affect the meaning or interpretation of this Agreement in any way.
- 2.4 **Entire Agreement** - This Agreement constitutes the entire agreement of the Parties, with respect to the provision and operation of services as defined hereunder and supersedes any previous agreement whether written or verbal. In the event of a conflict or inconsistency between this Agreement and a tender document such as request for proposals issued by the Municipalities for the provision of services as described hereunder or the proposal that the O.P.P. submitted in response to the tender document, this Agreement shall prevail to the extent of the conflict or inconsistency.
- 2.5 **Amendments** - Any amendments to this Agreement shall be in writing and shall not take effect until approved in writing by both Parties.

3.0 **NOTICES**

- 3.1 **Notice** - Any notice required pursuant to this Agreement shall be in writing and delivered personally, sent by facsimile transmissions ("FAX") or by registered mail to the following addresses:

To the Municipalities

Chief Administrative Officer
 The Corporation of the Township of Central Frontenac
 1084 Elizabeth Street, P.O. Box 89
 Sharbot Lake ON K0H 2P0
 FAX: 613-279-2352

And

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

To the O.P.P.

Attention: Director - Provincial Communications Operations
 Communications and Technology Services Bureau
 OPP General Headquarters
 777 Memorial Avenue
 Orillia ON L3V 7V3

Or to such other addresses either of the Parties may indicate in writing to the other. Any notice given in accordance with this Agreement shall be deemed to have been received upon delivery, if delivered personally, at the time of transmission if sent by FAX, or five (5) days after posting, if sent by registered mail.

- 3.2 **Notices in Writing** - All notices required under this Agreement shall be in writing.

4.0 RATES AND METHOD OF PAYMENT

4.1 The Municipalities shall pay the O.P.P. for providing and operating the Primary PSAP as follows:

- (a) **Amount of Annual Rate** - The Municipalities shall be charged and shall be required to pay an annual rate of \$ 3,518.03 based on the Municipality's residential population of 6,271 at a per capita cost of \$ 0.561.
- (b) **Review of Annual Rate** - The annual rate specified in clause (a) shall be reviewed at the end of every calendar year and may be revised by the O.P.P. based on changes to the residential population or the per capita cost charged by the O.P.P. In the event that the residential population of the Municipalities increases or decreases by more than 10% during either the previous year, or cumulatively since the date the Agreement began, the annual rate shall be adjusted accordingly for the following year, and the Municipalities shall pay the revised annual rate. The O.P.P. shall determine the residential population using population figures found in the latest version of the Ontario Municipal Directory, or if not found there, then in other recognized sources.
- (c) **Invoices** - The first invoice shall be issued immediately to the Municipalities upon the start of the Agreement. The Municipalities shall subsequently be invoiced annually at the beginning of each calendar year, and the invoice shall cover the time period for the subsequent calendar year, or portion thereof that this Agreement is in effect.
- (d) **Payments** - Payments invoiced under this Agreement shall be made payable to the Minister of Finance, and payment shall be due no later than thirty (30) days following receipt of the invoice. Any payments which have become due and owing after this time period, in whole or in part, shall bear interest at the rate set by the Minister of Finance from time to time.

5.0 RESPONSIBILITIES OF THE O.P.P.

The O.P.P. shall manage and operate the Primary PSAP and:

- 5.1 **Personnel** - Staff the Primary PSAP to answer and transfer 9-1-1 calls to the appropriate Secondary PSAP at a level appropriate with the 9-1-1 call volume in the Municipalities.
- 5.2 **Equipment** - Provide, in its operation of the Primary PSAP, terminal equipment which permits the utilization of features provided by Bell Canada to the Municipalities under 9-1-1 PERS consisting of "ALI", "ANI", "Selective Routing and Transfer" and "Call Control" features, and such features can be adapted, where required, for callers who are hearing or voice impaired.
- 5.3 **Hours** - Operate the Primary PSAP twenty four (24) hours a day, seven (7) days a week.
- 5.4 **9-1-1 call Response** - Answer and transfer all 9-1-1 calls received by the Primary PSAP, and associated ANI/ALI information, to a designated Secondary PSAP within the proper ESZ, as deemed appropriate by Primary PSAP personnel. This shall include maintaining control of the line upon which each 9-1-1 call is received until the 9-1-1 call is confirmed as being transferred to the appropriate Secondary PSAP or until the 9-1-1 call is terminated.

- 5.5 **Record Retention** - Retain digital voice records of all 9-1-1 calls received at the Primary PSAP in accordance with O.P.P. policy, and hard copy records of all Bell PERS E911 ANI/ALI printer data for one hundred eighty (180) days from the date such records are created. The O.P.P. is prepared to provide, to authorized personnel, certified copies of audio recordings and/or copies of PERS printer data, as it directly pertains to the Primary PSAP for the purposes of civil litigation and/or criminal proceedings provided the request is received no later than five (5) days prior to the end of the retention period of the recordings or records. The O.P.P. shall retain the original recordings or records until the conclusion of any civil or criminal proceedings to which such records relate.
- 5.6 **Backup Primary PSAP** - Provide an operational backup Primary PSAP to which 9-1-1 calls shall be transferred at the discretion of the O.P.P. or Bell Canada in the event that the Primary PSAP is unable to receive the 9-1-1 calls.
- 5.7 **Non-English Callers** - Make reasonable efforts to respond to 9-1-1 calls from non-English callers, subject to the O.P.P.'s ability to access the services of a third party provider. The O.P.P. does not warrant that it shall be able to provide services to non-English callers, or that it shall be able to access such services from a third party provider.
- 5.8 **Reports** - Provide reports monthly, or as determined by the O.P.P. in consultation with the Municipalities, which show the overall efficiency of the Primary PSAP in answering 9-1-1 calls, including the volume of 9-1-1 calls.

6.0 **RESPONSIBILITIES OF THE MUNICIPALITIES**

The Municipalities shall:

- 6.1 **Payment** - Be responsible for the amount of payment in the manner, and within the timelines set out in Article 4.0 herein.
- 6.2 **Secondary PSAP** - Designate Secondary PSAP that are not O.P.P. Detachments for each and every ESZ in the Municipalities which the Primary PSAP shall answer and transfer a 9-1-1 call, and co-ordinate the participation of all such Secondary PSAP in the manner required by this Agreement.
- 6.3 **Warranty** - Warrant and represent that each Secondary PSAP operates twenty-four (24) hours a day, seven (7) days a week, and shall answer and respond to all 9-1-1 calls directed to it from the Primary PSAP.
- 6.4 **9-1-1 PERS** - Notify the O.P.P. in writing immediately upon becoming aware of any changes to 9-1-1 PERS that shall affect, or are likely to affect the services the O.P.P. provides under this Agreement, or of any changes to, or the termination or expiry of any Agreement between the Municipalities and Bell Canada related to 9-1-1 PERS.

7.0 INSURANCE AND LIMITATION OF LIABILITY

7.1 **Insurance** - The Municipalities and the O.P.P. shall, during the term of this Agreement, maintain sufficient insurance to cover their respective obligations under this Agreement and shall provide evidence of the same to each other. If the Parties are self-insured, each Party shall provide to the other, evidence that is satisfactory to that Party that the Municipalities and/or the O.P.P., as the case may be, is and shall be, at all relevant times, in a position to face successfully any monetary obligations stemming from liability under the Agreement.

7.2 **Limitation of Liability** - Notwithstanding any other provision in this Agreement, the O.P.P. shall not be responsible or liable for any injury, death or property damage to the Municipalities, its employees, subcontractors or agents, or for any claim by any third party against the Municipalities, its employees, subcontractors or agents arising from:

- (a) **External Information** - The accuracy or completeness, or lack thereof, of any information the O.P.P. receives from the Municipalities, Bell Canada or any other third party, which the O.P.P. relies on in providing services under this Agreement;
- (b) **Equipment and Services** - Equipment or services provided by any other party (including the failure of any other party to provide equipment or services) which the O.P.P. uses and relies on to provide services under this Agreement including but not limited to:
 - (i) Equipment or services required to transfer services provided under this Agreement from any other party to the O.P.P.,
 - (ii) Services provided to non-English speakers who place 9-1-1 calls,
 - (iii) Services provided by Bell Canada to the Municipalities under 9-1-1 PERS; and
 - (iv) Services provided by Secondary PSAPs, which are not part of the O.P.P.
- (c) **Call Volumes** - The inability of the O.P.P. to respond to 9-1-1 calls due to call volume that exceeds the capacity of the Primary PSAP, including the equipment and personnel who work at the Primary PSAP.

7.3 **Survival** - Section 7.2 shall survive the termination or expiry of this Agreement.

8.0 COMPLIANCE WITH LAWS AND CONFIDENTIALITY

- 8.1 Compliance with Laws - Both Parties agree to comply with all applicable laws in effect in the Province of Ontario in performing their respective obligations and duties under this Agreement.
- 8.2 Confidential Information - Both Parties agree that except where required by law, or for the purpose of performing duties or obligations under this Agreement, neither Party shall directly or indirectly disclose, destroy, exploit or use, either during or after the term of this Agreement, any confidential information belonging to the other Party, unless the other Party has provided its written consent. Both Parties further agree that when this Agreement terminates or expires, they shall return all confidential information belonging to the other Party.

9.0 DISPUTE RESOLUTION

- 9.1 Dispute Resolution - Subject to Article 10.0 herein, if any dispute arises between the O.P.P. and the Municipalities as to their respective rights and obligations under this Agreement, the Parties may use the following dispute resolution mechanism to resolve such disputes:
- (a) The Unit Commander of the Primary PSAP and the Municipalities Representative named in Section 3.1 herein shall attempt to settle the dispute within fifteen (15) business days of the dispute arising;
 - (b) If the Unit Commander of the Primary PSAP and the Municipalities Representative are unable to settle the dispute within fifteen (15) business days of the dispute arising, they shall refer the dispute to the Director. The Director and the Municipalities Representative shall attempt to resolve the dispute within fifteen (15) business days;
 - (c) If the Parties are still unable to resolve the dispute, the Commissioner or the Deputy Commissioner of the O.P.P. and the Municipalities Representative agree to attempt to resolve the dispute within fifteen (15) business days; and,
 - (d) If the Parties are still unable to resolve the dispute, each may, with the agreement of the other Party, refer the dispute to arbitration in accordance with the Arbitration Act, 1991, as amended.

10.0 TERM, TERMINATION AND RENEWAL

- 10.1 **Term** - Subject to this Agreement being terminated in accordance with this Article, this Agreement shall be effective from December 08, 2019 until December 07, 2024.
- 10.2 **Renewal** - This Agreement may be extended for an additional five (5) year term, if both Parties agree and serve notice to each other, at least six (6) months prior to the expiry of the Agreement. The same terms and conditions will apply to any extension, subject to section 10.1 herein.
- 10.3 **Termination** - Either Party to this Agreement may terminate this Agreement without cause and without incurring any liability upon providing ninety (90) days written notice of termination to the other Party, in which case this Agreement shall terminate ninety (90) days following the delivery of such notice. Should a notice to terminate be given, the Municipalities shall continue to be obligated to pay for the cost of the services described in this Agreement up to and including the date of such termination and the O.P.P. shall continue to be responsible to provide the services described in this Agreement up to and including the date of such termination.
- 10.4 **Immediate Termination** - Either Party may terminate this Agreement immediately without incurring any liability if Bell Canada withdraws offering 9-1-1 PERS to the Municipalities or if the Agreement between Bell Canada and the Municipalities for the provision of 9-1-1 PERS is terminated or is expired and not renewed.

11.0 GENERAL

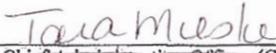
- 11.1 **No Waiver** - The failure of a Party to this Agreement to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement.
- 11.2 **Waiver in Writing** - Any waiver by any Party hereto of the performance of any of the provisions of this Agreement shall be effective only if in writing and signed by a duly authorized representative of such Party.
- 11.3 **No Prejudice** - The exercise by any Party to this Agreement of any right provided by this Agreement shall not preclude or prejudice such Party from exercising any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.
- 11.4 **Restructuring** - The Municipalities shall notify, and consult with the O.P.P. before the Municipalities' boundaries are altered, the Municipalities are amalgamated with another municipality, the Municipalities are dissolved or the legal status of the Municipalities are subject to other substantive changes.
- 11.5 **Relations** - The Agreement shall not create nor shall it be interpreted as creating any association, partnership, employment relationship or any agency relationship between the Parties.
- 11.6 **Media** - Both Parties agree that they shall not at any time, directly or indirectly, communicate with the media in relation to this Agreement unless they first notify the other Party in writing.
- 11.7 **Promotion** - Neither Party shall publicize or issue any publications related to this Agreement unless they first notify the other Party in writing.
- 11.8 **Assignment** - Neither Party shall assign this Agreement or any portion thereof without the prior written consent of the other, which consent may not be arbitrarily withheld.
- 11.9 **Force Majeure** - Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. If a Party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.

IN WITNESS WHEREOF, the Municipalities have affixed its Corporate Seal attested by the signature of its duly authorized signing officers, and the Provincial Commander of the O.P.P. has personally signed this Agreement to be effective as of the date set out herein.

Corporation of the Township of North Frontenac

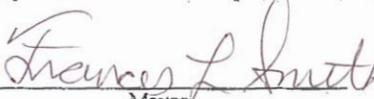

Deputy Mayor

Date: 18th day of October, 2019

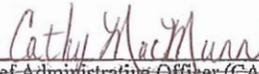

Chief Administrative Officer (CAO) Clerk

Date: 18th day of October, 2019

Corporation of the Township of Central Frontenac

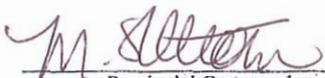

Mayor

Date: 8 day of November, 2019


Chief Administrative Officer (CAO) Clerk Administrator

Date: 8 day of November, 2019

Ontario Provincial Police (O.P.P.)


Provincial Commander

Date: 5 day of Dec., 2019

SCHEDULE "A"

BYLAWS OF COUNCIL

Attached to and forming part of the Agreement between

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the
MINISTER OF COMMUNITY SAFETY AND CORRECTIONAL SERVICES
on behalf of the
ONTARIO PROVINCIAL POLICE

And

THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC
AND THE CORPORATION OF THE TOWNSHIP OF CENTRAL
FRONTENAC



OPP PROVISION

Of

9-1-1

PRIMARY PUBLIC SAFETY ANSWERING POINT (P-PSAP) SERVICES

2018 Version

OPP 9-1-1 P-PSAP Services

The Ontario Provincial Police (OPP) has over ninety years of experience in providing services to municipalities throughout the Province of Ontario. Many of the services, including policing, communications and 9-1-1 Primary Public Safety Answering Point (P-PSAP), are provided under contract.

Trained personnel have expertise in both call taking and dispatch functions and are available to provide 9-1-1 P-PSAP services 24 hours per day, seven days per week.

Presently, the OPP has over 90 contracts for 9-1-1 P-PSAP Services with municipalities and Local Services Boards across Ontario.

If a Municipality chooses to accept an OPP contract for the provision of 9-1-1 P-PSAP services, the resources of the Provincial Communications Centre will focus on meeting the needs of the Municipality, as set out in the contract.

Advantages to the Municipality include:

- assurance of the adequacy of the service;
- utilization of effective, state of the art technology;
- service provided at a defined cost.

The following information contained in this document describes P-PSAP services as provided by the OPP.

Technical and Operational Information

Provincial Communications Centres Providing Call Answering

A Provincial Communications Centre is the incoming communications centre and acts as the primary interface between the public and the OPP for both routine and emergency calls, including 9-1-1. The OPP currently operate five (5) Provincial Communications Centres in Ontario. All OPP Provincial Communications Centres operate in compliance with the provisions of Ontario Regulation 3/99 governing the adequacy and effectiveness of police services (Adequacy Standards). The OPP currently provides 9-1-1 P-PSAP services to numerous municipalities throughout the province.

The OPP will provide year-round 9-1-1 P-PSAP services to the Municipality, 24 hours per day through one of two Provincial Communications Centres. The North Bay Provincial Communications Centre is designated as the primary call answering centre, with another OPP Provincial Communications Centre serving as the backup location. This will be required as part of the Bell conversion (cutover) plan. Staff and system requirements necessary for the provision of this service to the municipality will be available upon acceptance of the OPP as the provider of P-PSAP services. 9-1-1 calls will be answered and directed to the various public safety agencies within the municipality's 9-1-1 Public Emergency Reporting Service (PERS) service. In order to accommodate 9-1-1 P-PSAP responsibilities for the municipality, Bell PERS will be required to install circuits to direct the calls appropriately to the OPP. This work will be done without any cost to the municipality as part of a cutover plan.

Staffing of Provincial Communications Centres

The OPP staffs all of its Provincial Communications Centres, including the North Bay location, with OPP personnel, both civilian and uniform. The OPP also manages all of the personnel and equipment in these facilities required to receive and process all emergency calls directed to the P-PSAP. A Provincial Communications Centre is normally staffed based on historical workloads and software that identifies the number of required personnel to adequately meet the OPP Grade-of-Service target. During normal operations the call-taker and dispatcher functions are separated, although all operators are trained to perform either role. On-duty civilian Communication Team Leaders and OPP uniform supervisors provide full time supervision and support at all times.

The OPP is thoroughly familiar with the operation of the 9-1-1 PERS system, as it is a part of normal day-to-day operations. Our personnel have considerable experience in dealing with emergent situations and serving the public directly. This experience and fundamental orientation will be of benefit to the citizens of the Municipality.

Training

The provision of communications is a mission critical service for the OPP and as such, considerable resources and training are dedicated to these functions. A quality assurance program has been implemented to ensure employees are adequately trained and standard operating procedures are adhered to. All applicants for OPP communications operator positions are subjected to a rigorous screening process involving interviews, testing (CRITICAL), grammar and computer skills; and security checks. Once hired, they receive extensive training in a classroom environment, followed by practical training in the Provincial Communications Centre, and are matched with a peer monitor during their initial transition. The operation of 9-1-1 PERS is performed utilizing the Bell Canada Standards Manual. The OPP is a Primary and Secondary Public Safety Answering Point provider for numerous 9-1-1 services and operates in this environment continually.

Standards

The Provincial Communications Centres are guided by OPP Standard Operating Procedures that incorporates the Bell Canada Standards Manual. These procedures are applied consistently to all OPP 9-1-1 customers. The OPP currently has a service level objective of answering 95% of all 9-1-1 calls within 2 rings. This performance level is normally exceeded. Performance of all call answering activity is measured and reviewed daily. The 9-1-1 P-PSAP calls are the highest rated priority in the system and are always answered first.

Note: The standard ringing cycle is 6 seconds and is fixed by the telephone company. Accordingly, the maximum time for 2 ringing cycles is 12 seconds from start to finish.

Each Provincial Communications Centre is equipped with digital reader boards that display the number of calls waiting in the queues and the time for the longest outstanding call. The reader boards are programmed to sound an audible alarm at preset limits showing the number of calls waiting and the time for the longest outstanding call. Immediately upon an alarm sounding, prompt action is taken to address the situation to relieve pressure. Team leaders continually monitor call activity and assign duties as required by the situation. Use of this equipment facilitates efficiencies in call answering.

Redundancy and Back-up Sites

Both the P-PSAP (the North Bay Provincial Communications Centre) and the back-up location (another OPP Provincial Communications Centre) are equipped with the same types of equipment and provide equivalent operation and service.

Back Up Site: The operation of the Provincial Communications Centres is mission critical to the OPP. The OPP has developed plans to deal with various system failures or disasters. There are several options to deal with emergent situations up to and including transferring all operations to the back-up location. This includes 9-1-1 PERS service (P-PSAP and Secondary PSAP (S-PSAP)) and regular OPP direct dial services via 888-310-1122/33. It should also be noted the telephone company services (regular Central Office and 9-1-1 PERS) for both the North Bay Provincial Communications Centre and the back-up location are provided via a fiber ring that provided redundant access from the local Bell Central Office. Both locations are also served by different Bell digital multiplex system (DMS) switching systems.

Multi-Language/Hearing-Voice Impaired Calls

All 9-1-1 calls are initially answered in English. However, there are personnel on staff within each Provincial Communications Centre who are conversant in the French language. The OPP will respond, as provided by the French Language Services Act, to both verbal inquiries and written correspondence received in French. The OPP is a subscriber to Language Line Services (formally AT&T Language Services) and regularly use this service to access translation services. Each Provincial Communications Centre is equipped with two (2) TDD/TTY devices, which are connected to the telephone systems and 9-1-1 calls can be transferred as required. These devices are also utilized by the OPP to provide similar service through the direct dial 1-888-310-1133 number.

Multi-Channel Digital Logging Equipment

Both the P-PSAP (the North Bay Provincial Communications Centre) and the back-up location are equipped with multi-channel digital logging equipment. Multi channel digital recorders also provide continuous long-term storage on a 24-hour per day basis. The logger recordings are retained in a secure environment at the Provincial Communications Centres. The OPP utilizes the Digital Voice Disc (DVD) recorder system, which allows instantaneous access to all communications, including 9-1-1 calls within the Provincial Communications Centre. This includes, but is not limited to, queries about conversations over the radio system, tape requests, concerns from officers and dispatchers/call takers, and allows for the auditing of calls for quality control purposes. Records are retained for a five (5) year period. Recordings of 9-1-1 related calls are the property of the OPP and no ownership can be accorded to the Municipality. These records contain other proprietary information.

Automatic Number Identification/Automatic Location Identification (ANI/ALI)

All Bell 9-1-1 PERS ANI/ALI data and associated information received with each individual 9-1-1 call is recorded. The OPP is responsible for its own operations and can accommodate the reception of ANI/ALI data. The ANI/ALI data may be downstreamed to Secondary PSAP-agencies.

The OPP is prepared to provide to authorized individuals, copies of audio recordings, as it directly pertains to the Municipality's P-PSAP operation for purposes of civil litigation and/or criminal proceedings. Requests for such information must be received in writing at least 5 days prior to the end of the five (5) year retention period for audio recordings. The OPP will retain the originals until such proceedings are complete.

Online Conferencing

The Bell PERS system has a maximum conference capability of three (3) parties. In operation, the P-PSAP will conference the originating 9-1-1 caller to the requested service (police/fire/ambulance). It is then the responsibility of the Secondary PSAP that receives the 9-1-1 call from the P-PSAP, to manage the situation and conference others as required. The OPP can add a fourth party (i.e. Language Line Services) via the Meridian conference feature.

Reports

The OPP will provide reports, the frequency of which shall be monthly or as determined in consultation with the Municipality, which will show the overall efficiency of the P-PSAP operation in answering 9-1-1 calls and the volume of calls handled for the Municipality.

The OPP notifies Bell of any identified addressing errors related to the ANI/ALI addressing database. As a standard practice, the OPP reports any noted failures of the 9-1-1 PERS system to Bell Canada.

Costs

The OPP determines the costs for this service based on the population of the community. The annual rate per capita is \$0.561.

Additional Charges:

The annual rate shall be reviewed at the end of every calendar year and it may be revised by the OPP based on changes to the residential population or to the per capita cost charged by the OPP. In the event that the residential population of the Municipality increases or decreases by more than 10% during either the previous year, or cumulatively since the date the Agreement began, the annual rate shall be adjusted accordingly for the following year, and the Municipality shall be obliged to pay the OPP the revised annual rate. The OPP shall determine the annual revisions to the residential population using population figures found in the latest version of the Ontario Municipal Directory, or if not found there, then in other recognized sources.

Allowances for Business Interruptions:

Due to the equipment redundancy and back-up provisions, the OPP do not expect any disruption to P-PSAP service. To date there has been no service interruptions to P-PSAP services that are attributable to the OPP. The OPP have committed significant resources to the telecommunications infrastructure to prevent disruptions and consequently are not offering any monetary allowances.

Ontario
Provincial
Police

Police
provinciale
de l'Ontario



Municipal Policing Bureau
Bureau des services policiers des municipalités

777 Memorial Ave.
Orillia ON L3V 7V3

777, avenue Memorial
Orillia ON L3V 7V3

Tel: 705 329-6200
Fax: 705 330-4191

Tél. : 705 329-6200
Télec.: 705 330-4191

File Reference:600

The Municipalities of North and Central Frontenac

c/o Township of Central Frontenac
1084 Elizabeth St., PO Box 89
Sharbot Lake, ON K0H 2P0

treasury@centralfrontenac.com

October 28, 2024

Dear Sir / Madam

This letter is a follow up to our August 2023 correspondence sent to advise of upcoming changes to the Primary Public Safety Answering Point (P-PSAP) service agreement with the Ontario Provincial Police (OPP) to align with the requirements of Next Generation 9-1-1 (NG9-1-1) services. The P-PSAP service is a necessary requirement of providing 9-1-1 to the public as it is the first point of contact when dialing 9-1-1; operators determine whether the caller requires police, fire or ambulance service before routing to the call to the appropriate agency. The new OPP P-PSAP agreement has been developed and is attached to this letter.

At this time, the rate for this service will remain at \$0.561 / capita / annum. Accordingly, the annual cost of the service to The Municipalities of North and Central Frontenac in 2025 will be \$4,026.30, based on a residential population served of 7177 (North Frontenac, 2285 + Central Frontenac, 4892).

While we encourage you to review the new agreement in its entirety, a summary of significant updates to the agreement include:

	Previous Agreement(s)	New Agreement
Terminology	Central Emergency Reporting Bureau (CERB) Public Emergency Reporting Service (PERS)	P-PSAP NG 9-1-1
Termination	90-day notice period	180-day notice period
Term length	2 (two) & 5 (five) year, renewable by written notice	Rolling term

To proceed with services under the new agreement, the OPP will require the attached agreement to be signed by the appropriate party, be accompanied by a by-law or band council resolution, and returned to the OPP by December 1, 2024.

Agreements will be effective as of January 1, 2025 and changes to billing based on population updates will be reflected in the annual billing issued in January 2025.

I have attached a P-PSAP information package for your reference. Please notify us at the soonest opportunity if you have any questions, or if you wish to discontinue the P-PASP service from the OPP. Note that the OPP is one of multiple providers of P-PSAP service to choose from, and that a P-PSAP service must be in place for members of your community to continue to be able to access 9-1-1. If you have any questions regarding the service, changes to the agreement, or billing please contact ppsap@opp.ca.

Kind Regards,



Superintendent Steve Ridout
Commander, Municipal Policing Bureau

Attachments P-PSAP Agreement
P-PSAP Information Package



**AGREEMENT FOR THE PROVISION OF
PRIMARY PUBLIC SAFETY ANSWERING
POINT (PSAP) SERVICES**

**AGREEMENT FOR THE PROVISION OF PRIMARY PSAP SERVICES
EFFECTIVE AS OF JANUARY 1, 2025**

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the
MINISTER OF THE SOLICITOR GENERAL
on behalf of the ONTARIO PROVINCIAL POLICE**

("OPP")

OF THE FIRST PART

AND:

**The Municipalities of North and Central Frontenac
(the "9-1-1 Authority")**

OF THE SECOND PART

RECITALS:

- (a) **WHEREAS** Bell Canada has entered into agreements with the 9-1-1 Authority to provide the 9-1-1 Authority with a 9-1-1 Public Emergency Reporting Service (PERS), and which authorizes the 9-1-1 Authority to deliver 9-1-1 services using NG 9-1-1 technology;
- (b) **AND WHEREAS** it is the obligation of the 9-1-1 Authority under its agreement with Bell Canada to ensure that a Primary Public Safety Answering Point serves the territory in which the 9-1-1 Authority operates;
- (c) **AND WHEREAS** the 9-1-1 Authority is permitted under its agreement with Bell Canada to contract with a third party for the management and operation of the Primary Public Safety Answering Point;
- (d) **AND WHEREAS** the 9-1-1 Authority wishes to contract with the OPP for the management and operation of the Primary Public Safety Answering Point, which is or is expected during the term of this Agreement to transition from being delivered by PERS to being delivered using NG 9-1-1 technology;
- (e) **AND WHEREAS** the 9-1-1 Authority confirms its adherence to this Agreement by executing it, as provided for herein, and providing the OPP with a certified copy of the resolution or by-law authorizing it entering into this Agreement;

NOW THEREFORE, in consideration of the promises and covenants herein, the Parties agree as follows:

1 The Parties warrant that the recitals are true.

2 DEFINITIONS AND INTERPRETATION

2.1 In this Agreement:

“9-1-1 Call” means a request for public safety assistance signaled by a 9-1-1 caller using a device and communications service supporting 9-1-1 contact, regardless of the media (e.g., voice, video, text, other) used to make that request; **“9-1-1 Caller”** means the end user contacting 9-1-1.

“Agreement” means this agreement and Schedule “A”, which is attached to, and forms part of this Agreement.

“ALI” means an Automatic Location Identification, which consists of a database feature that displays, to the Primary and Secondary PSAP, address and location data with respect to a source from which the 9-1-1 call originates.

“ANI” means an Automatic Number Identification, which consists of a database feature that displays the telephone number of the primary exchange service that originates the 9-1-1 call to the Primary PSAP.

“Call Control” means a feature that allows the 9-1-1 call taker at the Primary PSAP to maintain control of

the line upon which the 9-1-1 call was made regardless of calling party action.

“**ESZ**” means Emergency Services Zone, which is a geographic area served by a Secondary PSAP in the territory of the 9-1-1 Authority.

“**GIS**” means “Geographic Information System”, a system for capturing, storing, displaying, analyzing and managing data and associated attributes which are spatially referenced.

“**NG9-1-1**” means a secure, IP-based, open-standards based system comprised of hardware, software, data, and operational policies and procedures that (1) provides standardized interfaces from emergency call and message services to support emergency communications, (2) processes all types of emergency calls, including voice, text, data, and multimedia information, (3) acquires and integrates additional emergency call data useful to call routing and handling, (4) delivers the emergency calls, messages and data to the appropriate PSAP and other appropriate emergency entities based on the location of the caller, (5) supports data, video, and other communications needs for coordinated incident response and management and (6) interoperates with services and networks used by first responders to facilitate emergency response.

“**Party**” means the OPP or the 9-1-1 Authority, and “Parties” shall mean both of them.

“**PERS**” means “Public Emergency Reporting Service” which is a telecommunications service provided by Bell for the delivery of 9-1-1 calls.

“**PSAP**” means “Public Safety Answering Point” which is the entity responsible for receiving 9-1-1 calls and processing those 9-1-1 calls according to a specific operational policy.

“**Primary PSAP**” means the Primary Public Safety Answering Point serving the 9-1-1 Authority and located at the OPP Provincial Communications Centre (PCC), which is the first point of reception by the OPP of 9-1-1 calls.

“**Secondary PSAP**” means the communication center of a fire, police or ambulance agency, within an ESZ, to which 9-1-1 calls are transferred from the Primary PSAP, and for which the Secondary PSAP is then responsible for taking appropriate action.

“**Selective Routing and Transfer**” means a feature that automatically routes a 9-1-1 call to the appropriate Primary or Secondary PSAP based upon the ALI and ANI of the telephone line from which the 9-1-1 call originates.

- 2.2 **Severability** - If any term of this Agreement shall be held to be illegal, invalid, unenforceable, null, void or inoperative by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.
- 2.3 **Section Headings** - The section headings contained herein are for purposes of convenience only and

shall not be deemed to constitute a part of this Agreement or affect the meaning or interpretation of this Agreement in any way.

2.4 **Entire Agreement** - This Agreement constitutes the entire agreement of the Parties, with respect to the provision and operation of services as defined hereunder and supersedes any previous agreement whether written or verbal. In the event of a conflict or inconsistency between this Agreement and a tender document such as request for proposals issued by the 9-1-1 Authority for the provision of services as described hereunder or the proposal that the OPP submitted in response to the tender document, this Agreement shall prevail to the extent of the conflict or inconsistency.

2.5 **Amendments** - Any amendments to this Agreement shall be in writing and shall not take effect until approved in writing by both Parties. Either party may make changes to this Agreement with the consent of the other party by appending an amendment signed and dated by both parties reflecting the changes.

3 **NOTICES**

3.1 **Notice** - Any notice required pursuant to this Agreement shall be in writing by mail or by electronic mail to the following addresses:

To the 9-1-1 Authority

The Municipalities of North
and Central Frontenac
c/o Township of Central Frontenac
1084 Elizabeth St., PO Box 89
Sharbot Lake ON K0H 2P0

Email:
treasury@centralfrontenac.com

To the Ontario Provincial Police

Attention: Municipal Policing Bureau

OPP General Headquarters
777 Memorial Avenue Orillia
ON L3V 7V3

Email: OPP.MunicipalPolicing@opp.ca

Or to such other addresses either of the Parties may indicate in writing to the other. Any notice given in

accordance with this Agreement shall be deemed to have been received upon delivery, if delivered by mail or by email, five (5) days after sending.

3.2 **Notices in Writing** - All notices required under this Agreement shall be in writing.

4 RATES AND METHOD OF PAYMENT

4.1 The 9-1-1 Authority shall pay the OPP for providing and operating the Primary PSAP as follows:

- (a) **Amount of Annual Rate** - The 9-1-1 Authority shall be charged and shall be required to pay an annual rate of \$4026.30 based on the residential population served in the geographic territory of the 9-1-1 Authority of 7177 at a per capita cost of \$0.561.
- (b) **Review of Annual Rate** - The annual rate specified in clause (a) shall be reviewed at the end of every calendar year and may be revised by the OPP based on changes to the residential population or changes to costs of labour and equipment. In the event that the residential population of the geographic territory of the 9-1-1 Authority increases or decreases by more than 10% during either the previous year, or cumulatively since the date the Agreement began, the annual rate shall be adjusted accordingly for the following year, and the 9-1-1 Authority shall pay the revised annual rate. The OPP shall determine the residential population using population figures found in the latest version of the Ontario Municipal Directory, or if not found there, then in other recognized sources.
- (c) **Invoices** - The first invoice shall be issued immediately to the 9-1-1 Authority upon the start of the Agreement. The 9-1-1 Authority shall subsequently be invoiced annually at the beginning of each calendar year, and the invoice shall cover the time period for the subsequent calendar year, or portion thereof that this Agreement is in effect.
- (d) **Payments** - Payments invoiced under this Agreement shall be made payable to the Minister of Finance, and payment shall be due no later than thirty (30) days following receipt of the invoice. Any payments which have become due and owing after this time period, in whole or in part, shall bear interest at the rate set by the Minister of Finance from time to time.

5 RESPONSIBILITIES OF THE OPP

The OPP shall manage and operate the Primary PSAP and:

5.1 **Personnel** - Staff the Primary PSAP to answer and transfer 9-1-1 calls to the appropriate Secondary PSAP at a level appropriate with the 9-1-1 call volume in the geographic territory of the 9-1-1 Authority.

- 5.2 **Equipment** - Provide, in its operation of the Primary PSAP, terminal equipment which permits the utilization of features provided by Bell Canada to the 9-1-1 Authority consisting of ALI, ANI, Selective Routing and Transfer and Call Control features, as well as equipment to communicate with deaf, hard of hearing, and speech impaired callers.
- 5.3 **Hours** - Operate the Primary PSAP twenty-four (24) hours a day, seven (7) days a week.
- 5.4 **9-1-1 Call Response** - Answer and transfer all 9-1-1 calls received by the Primary PSAP and associated ANI/ALI information, to a designated Secondary PSAP within the proper ESZ, as deemed appropriate by Primary PSAP personnel. This shall include maintaining control of the line upon which each 9-1-1 call is received until the 9-1-1 call is confirmed as being transferred to the appropriate Secondary PSAP or until the 9-1-1 call is terminated.
- 5.5 **Record Retention** - Retain digital voice records of all 9-1-1 calls received at the Primary PSAP, in accordance with OPP policy, and ANI/ALI data for one hundred eighty (180) days from the date such records are created. The OPP is prepared to provide to authorized personnel, certified copies of audio recordings, as it directly pertains to the Primary PSAP for the purposes of civil litigation and/or criminal proceedings provided the request is received no later than five (5) days prior to the end of the retention period of the recordings or records. The OPP shall retain the original recordings or records until the conclusion of any civil or criminal proceedings to which such records relate.
- 5.6 **Backup Primary PSAP** - Provide an operational backup Primary PSAP to which 9-1-1 calls shall be transferred at the discretion of the OPP or Bell Canada in the event that the usual Primary PSAP is unable to receive the 9-1-1 calls.
- 5.7 **Non-English Callers** - Make reasonable efforts to respond to 9-1-1 calls from non-English callers, subject to the OPP's ability to access the services of a third-party provider. The OPP does not warrant that it shall be able to provide services to non-English callers, or that it shall be able to access such services from a third-party provider.
- 5.8 **Reports** - Upon request from the 9-1-1 Authority, or as determined by the OPP in consultation with the 9-1-1 Authority, the OPP shall provide reports which show the overall efficiency of the Primary PSAP in answering 9-1-1 calls, including the volume of 9-1-1 calls.

6 RESPONSIBILITIES OF THE 9-1-1 AUTHORITY

The 9-1-1 Authority shall:

- 6.1 **Payment** - Be responsible for the amount of payment, in the manner, and within the timelines set out in Article 4.0 herein.
- 6.2 **Designate Secondary PSAPs** - Designate Secondary PSAPs that are not OPP Detachments for each

and every ESZ in the geographic territory of the 9-1-1 Authority to which the Primary PSAP shall answer and transfer a 9-1-1 call, and co-ordinate the participation of all such Secondary PSAPs in the manner required by this Agreement.

- 6.3 **Warranty** - Warrant and represent that each Secondary PSAP serving the 9-1-1 Authority is operative twenty-four (24) hours a day, seven (7) days a week, and shall answer and respond to all 9-1-1 calls directed to it from the Primary PSAP.
- 6.4 **Changes** - Notify the OPP in writing immediately upon becoming aware of any changes, including but not limited to changes to NG9-1-1 or any technology in use that shall affect or is likely to affect the services the OPP provides under this Agreement, or of any changes to, or the termination or expiry of any Agreement between the 9-1-1 Authority and Bell Canada related to the services provided hereunder.
- 6.5 **GIS Data Responsibility** – The 9-1-1 Authority shall be solely responsible for GIS data it has provided. The OPP is not responsible for aggregating, creating, maintaining, or updating GIS data on behalf of the 9-1-1 Authority.

7 LIMITATION OF LIABILITY

- 7.1 **Limitation of Liability** - Notwithstanding any other provision in this Agreement, the OPP shall not be responsible or liable for any injury, death or property damage to the 9-1-1 Authority, its employees, subcontractors or agents, or for any claim by any third party against the 9-1-1 Authority, its employees, subcontractors or agents arising from:
- (a) **External Information** - The accuracy or completeness, or lack thereof, of any information the OPP receives from the 9-1-1 Authority, Bell Canada or any other third party, which the OPP relies on in providing services under this Agreement.
 - (b) **Equipment and Services** - Equipment or services provided by any other party (including the failure of any other party to provide equipment or services) which the OPP uses and relies on to provide services under this Agreement including but not limited to:
 - (i) Equipment or services required to transfer services provided under this Agreement from any other party to the OPP,
 - (ii) Services provided to non-English speakers who place 9-1-1 calls,
 - (iii) Services provided by Bell Canada to the 9-1-1 Authority including under PERS or NG9-1-1 and,
 - (iv) Services provided by Secondary PSAPs, which are not part of the OPP.

- (c) **Call Volumes** - The inability of the OPP to respond to 9-1-1 calls due to call volume that exceeds the capacity of the Primary PSAP, including the equipment and personnel who work at the Primary PSAP.

7.2 **Survival** - Section 7.1 shall survive the termination or expiry of this Agreement.

8 COMPLIANCE WITH LAWS AND CONFIDENTIALITY

8.1 **Compliance with Laws** - Both Parties agree to comply with all applicable laws in effect in the Province of Ontario in performing their respective obligations and duties under this Agreement.

8.2 **Confidential Information** - Both Parties agree that except where required by law, or for the purpose of performing duties or obligations under this Agreement, neither Party shall directly or indirectly disclose, destroy, exploit or use, either during or after the term of this Agreement, any confidential information belonging to the other Party, unless the other Party has provided its written consent. Both Parties further agree that when this Agreement terminates or expires, they shall return all confidential information belonging to the other Party.

9 DISPUTE RESOLUTION

9.1 **Dispute Resolution** - Subject to Article 10.0 herein, if any dispute arises between the OPP and the 9-1-1 Authority as to their respective rights and obligations under this Agreement, the Parties may use the following dispute resolution mechanism to resolve such disputes:

- (a) The Unit Commander of the Primary PSAP and a representative of the 9-1-1 Authority herein shall attempt to settle the dispute within fifteen (15) business days of the dispute arising;
- (b) If the Unit Commander of the Primary PSAP and the representative of the 9-1-1 Authority are unable to settle the dispute within fifteen (15) business days of the dispute arising, they shall refer the dispute to the Director. The Director and the representative 9-1-1 Authority shall attempt to resolve the dispute within fifteen (15) business days;
- (c) If the Parties are still unable to resolve the dispute, the Commissioner or the Deputy Commissioner of the OPP and representative of the 9-1-1 Authority agrees to attempt to resolve the dispute within fifteen (15) business days; and,
- (d) If the Parties are still unable to resolve the dispute, each may, with the agreement of the other Party, refer the dispute to arbitration in accordance with the Arbitration Act, 1991, as amended.

10 TERM, TERMINATION AND RENEWAL

- 10.1 **Term** - This Agreement shall come into effect on the date first written above and shall remain in force, subject to either party terminating the agreement as specified in this section.
- 10.2 **Termination** - Either Party to this Agreement may terminate this Agreement without cause and without incurring any liability upon providing one hundred eighty (180) days written notice of termination to the other Party, in which case this Agreement shall terminate one hundred eighty (180) days following the delivery of such notice. Should a notice to terminate be given, the 9-1-1 Authority shall continue to be obligated to pay for the cost of the services described in this Agreement up to and including the date of such termination and the OPP shall continue to be responsible to provide the services described in this Agreement up to and including the date of such termination.
- 10.3 **Immediate Termination** - Either Party may terminate this Agreement immediately without incurring any liability if Bell Canada withdraws offering PERS or any successor technology such as NG9-1-1 to the 9-1-1 Authority or if the Agreement between Bell Canada and the 9-1-1 Authority for the provision of PERS or any successor technology such as NG9-1-1 is terminated or is expired and not renewed.

11 **GENERAL**

- 11.1 **No Waiver** - The failure of a Party to this Agreement to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement.
- 11.2 **Waiver in Writing** - Any waiver by any Party hereto of the performance of any of the provisions of this Agreement shall be effective only if in writing and signed by a duly authorized representative of such Party.
- 11.3 **No Prejudice** - The exercise by any Party to this Agreement of any right provided by this Agreement shall not preclude or prejudice such Party from exercising any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.
- 11.4 **Restructuring** - The 9-1-1 Authority shall notify, and consult with the OPP before the 9-1-1 Authority's boundaries are altered, the 9-1-1 Authority is amalgamated with another 9-1-1 Authority, the 9-1-1 Authority is dissolved or the legal status of the 9-1-1 Authority is subject to other substantive changes.
- 11.5 **Relations** - The Agreement shall not create nor shall it be interpreted as creating any association, partnership, employment relationship or any agency relationship between the Parties.
- 11.6 **Media** - Both Parties agree that they shall not at any time directly or indirectly communicate with

the media in relation to this Agreement unless they first notify the other Party in writing.

- 11.7 **Promotion** - Neither Party shall publicize or issue any publications related to this Agreement unless they first notify the other Party in writing.
- 11.8 **Assignment** - Neither Party shall assign this Agreement or any portion thereof without the prior written consent of the other, which consent may not be arbitrarily withheld.
- 11.9 **Force Majeure** - Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. If a Party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.

IN WITNESS WHEREOF, the **9-1-1 Authority** has affixed its Corporate Seal attested by the signature of its duly authorized signing officer(s), and the Provincial Commander of the OPP has personally signed this Agreement to be effective as of the date set out herein.

The Municipality of North Frontenac

SIGNATURE

Print Name & Title

Date: _____ day of _____, 20__

The Municipality of Central Frontenac

SIGNATURE

Print Name & Title

Date: _____ day of _____, 20__

Ontario Provincial Police (OPP)

Provincial Commander

Print Name

Date: _____ day of _____, 20__

SCHEDULE "A"

BYLAWS

Attached to and forming part of the Agreement between

HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the
MINISTER OF THE SOLICITOR GENERAL
on behalf of the **ONTARIO PROVINCIAL POLICE**

And

The Municipalities of North and Central Frontenac

**PLACEHOLDER
NORTH FRONTENAC BY-LAW**

**PLACEHOLDER
CENTRAL FRONTENAC BY-LAW**



**OPP PROVISION OF
9-1-1 PRIMARY PUBLIC SAFETY
ANSWERING POINT (P-PSAP)
SERVICES**

OPP 9-1-1 P-PSAP Services

The Ontario Provincial Police (OPP) was established in 1909 and is one of the largest police forces in North America, with 5,500 uniformed officers, 2,500 civilian employees and 600 Auxiliary officers. The OPP operates under the Police Services Act and serves Ontario by protecting its citizens, upholding the law and preserving public safety. Many of the services provided by the OPP, including frontline policing, communications and 9-1-1 Primary Public Safety Answering Point (P-PSAP), are provided under contract to Ontario municipalities.

A P-PSAP is responsible for answering all calls to 9-1-1 for police, fire and ambulance services. A 9-1-1 calltaker will triage the caller's needs and forward the call directly to the appropriate emergency service(s) — known as a secondary Public Safety Answering Point (S-PSAP) — for action and follow-through.

The OPP provides primary PSAP and secondary PSAP services to many municipalities in Ontario.

Trained OPP personnel have expertise in both calltaking and dispatch functions and are available to provide 9-1-1 P-PSAP services 24 hours per day, seven days per week, 365 days per year.

Presently, the OPP has agreements with 111 Municipalities, First Nations, Local Services Boards and other 9-1-1 Authorities to provide P-PSAP services in geographical areas that are policed by the OPP, as well as in some areas where policing is provided by a Municipal Police Service.

If a Municipality chooses to accept an OPP contract for the provision of 9-1-1 P-PSAP services, the resources of the Provincial Communications Centre (PCC) will focus on meeting the needs of the Municipality, as set out in the contract.

Advantages of accepting an OPP contract for the provision of 9-1-1 P-PSAP services to the Municipality include improved situational awareness during incidents, which is crucial to establishing the most efficient emergency communications systems possible. Additionally, it allows for improved control and coordination of major incidents, an assured Grade of Service, consistent use of state-of-the-art technology and continuous service provided at a defined cost.

The information contained in this document outlines OPP-provided P-PSAP services.

Technical and Operational Information

Provincial Communications Centres Providing Call Answering

A Provincial Communications Centre is the incoming communications centre and acts as the primary interface between the public and the OPP for both non-emergent and emergency calls, including 9-1-1. The OPP currently operates four (4) Provincial Communications Centres in Ontario. Each OPP Provincial Communications Centre operates in compliance with the provisions of Ontario Regulation 3/99 governing the adequacy and effectiveness of police services (Adequacy Standards).

For a Municipality under contract with the OPP for 9-1-1 P-PSAP service, the OPP provides continuous and uninterrupted services through one of two Provincial Communications Centres: the North Bay Provincial Communications Centre is designated as the primary call answering centre, with another OPP Provincial Communications Centre serving as the backup location. This is required as part of the Bell Canada service plan. Staff and system requirements necessary for the provision of this service to the municipality are available upon acceptance of the OPP as the provider of P-PSAP services. 9-1-1 calls will be answered and directed to the appropriate public safety agencies within the municipality's 9-1-1 Public Emergency Reporting Service (PERS). In order to accommodate 9-1-1 P-PSAP responsibilities for the municipality, Bell PERS will be required to install circuits to direct the calls appropriately to the OPP. This work will be completed without any cost to the municipality as part of the Bell service plan.

Staffing of Provincial Communications Centres

The OPP staffs all its Provincial Communications Centres with qualified civilian and uniform OPP members. The OPP also manages all the personnel and equipment required to receive and process all emergency calls directed to the P-PSAP. A Provincial Communications Centre is typically staffed based on historical workloads and software algorithms that identify the number of required personnel to adequately meet the OPP Grade-of-Service target. During normal operations the calltaker and dispatcher functions are separated, although all operators are trained to perform both roles. On-duty civilian Communication Teams Leaders and OPP uniform supervisors provide full-time, on-site supervision and support at all times.

The OPP is thoroughly familiar with the operation of the 9-1-1 PERS, as it is a part of normal day-to-day operations. OPP personnel have considerable experience in dealing with emergent situations and serving the public directly. This experience and fundamental orientation are of benefit to the citizens of a municipality that contracts with the OPP as a P-PSAP provider.

Training

Provincial Communications Centre staffing is of utmost importance to the OPP. For the calltakers as the first points of contact for the public during an emergency and for the dispatchers who coordinate the movements and actions of frontline police officers, it is mission critical that PCC staff are well trained and in adherence with the OPP's Standard Operating Procedures. All

applicants for OPP Communications Operator positions are subjected to a rigorous screening process involving interviews, pre-employment testing using CritiCall and other position-specific software, psychological testing and security checks. Once hired, they receive extensive training in a classroom environment, followed by practical training in the Provincial Communications Centre, and are matched with an OPP-trained coach during their initial transition. A quality assurance program is in place to ensure employees maintain their skillset and are compliant with organizational standards.

Standards

The Provincial Communications Centres are guided by OPP Standard Operating Procedures that incorporate the Bell Canada Standards Manual. These procedures are applied consistently to all OPP 9-1-1 customers. The OPP currently has a service level objective of answering 95% of all 9-1-1 calls within two rings. Performance of all call answering activity is regularly measured and reviewed. The 9-1-1 P-PSAP calls are the highest rated priority in the system and are always answered first. Note: The standard ringing cycle is six seconds and is fixed by the telephone company. Accordingly, the maximum time for two ringing cycles is 12 seconds from start to finish.

Each Provincial Communications Centre is equipped with digital reader boards that display information including the number of calls waiting in the queues and the time for the longest outstanding call. The reader boards are programmed to sound an audible alarm at pre-set limits, alerting the calltakers to this critical information. Immediately upon an alarm sounding, prompt action is taken to address the situation to relieve pressure. Team leaders continually monitor call activity and assign duties as required by the situation. Use of this equipment facilitates efficiencies in call answering.

Redundancy and Back-up Sites

Both the P-PSAP (the North Bay Provincial Communications Centre) and the back-up location (another OPP Provincial Communications Centre) are equipped with the same types of equipment and provide equivalent operation and service.

Back Up Site: The operation of the Provincial Communications Centres is mission critical to the OPP. The OPP has developed plans to deal with various system failures or disasters. There are several options to deal with emergent situations up to and including transferring all operations to the back-up location. This includes 9-1-1 PERS service (P- PSAP and Secondary PSAP (S-PSAP)) and regular OPP direct dial services via 888-310-1122/33. It should also be noted the telephone company services (regular Central Office and 9-1-1 PERS) for both the North Bay Provincial Communications Centre and the back-up location are provided via a fibre ring that provides redundant access from the local Bell Central Office. Both locations are also served by different Bell digital multiplex system (DMS) switching systems.

Multi-Language/Hearing-Voice Impaired Calls

All 9-1-1 calls are initially answered in English. Bilingual (French/English) communicators at each Provincial Communications Centre are able to answer a call in either official language. The OPP

will respond, as provided by the French Language Services Act, to both verbal inquiries and written correspondence received in French. The OPP subscribes to an interpretation services telephone line and regularly uses this service to access live translation services in additional languages, as required. To assist with Deaf, deafened, and hard of hearing callers, each Provincial Communications Centre is equipped with a minimum of two (2) TTY devices which are connected to the telephone systems, ensuring calls can be transferred as required. These devices are also used by the OPP to provide similar service through the direct dial 1-888-310-1133 phone number.

The Communications Centre Logger (CCL) system

Every Provincial Communication Centre is equipped with the Communications Centre Logger (CCL) system to capture and store call recordings. Multi-channel digital recorders provide continuous long-term storage on a 24-hour basis. The recorders are redundantly configured in order to ensure continuity of recordings. Copies of recordings are archived to an additional on-site and off-site data server in order to ensure availability in case of hardware failure. All telephone calls are recorded for the duration that the operator's phone remains off hook. All radio transmissions are recorded for the duration of the radio PTT transmission. The CCL system does not record dead air in-between calls or transmissions. Exports of audio recordings are presented as a collection of timestamped clips where each clip represents a single call or transmission.

Records are retained for a seven (7) year plus current year period. Recordings of 9-1-1 related calls are the property of the OPP and no ownership can be accorded to the Municipality. These records contain other proprietary information.

Requests for copies of CCL system recordings are processed by the OPP Technology Disclosure Unit (TDU).

Automatic Number Identification/Automatic Location Identification (ANI/ALI)

ANI (Automatic Number Identification) is the automatic display at the PSAP of the telephone number associated with the line which called 9-1-1. ALI (Automatic Location Identification) contains details about the location, including the GPS coordinates or the civic or mailing address and other identifying information such as the building name or suite number that is associated with the ANI from the database where the PSAP is connected. All Bell 9-1-1 PERS ANI/ALI data and associated information received with each individual 9-1-1 calls is recorded. The OPP is responsible for its own operations and can accommodate the reception of ANI/ALI data. The ANI/ALI data may be transferred or "downstreamed" to Secondary PSAP agencies.

The OPP is prepared to provide to authorized individuals, copies of audio recordings, as it directly pertains to the Municipality's P-PSAP operation for purposes of civil litigation and/or criminal proceedings. Requests for such information must be received in writing at least five days prior to the end of the seven-year retention period for audio recordings. The OPP will retain the originals until such proceedings are complete.

Online Conferencing

The Bell PERS system has a maximum conference capability of three (3) parties. In operation, the P-PSAP will conference the originating 9-1-1 caller to the requested service (police/fire/ambulance). It is then the responsibility of the Secondary PSAP that receives the 9-1-1 call from the P-PSAP, to manage the situation and conference others as required. The OPP can add a fourth party (i.e., interpretation services) via the Meridian conference feature.

Reports

The OPP will provide reports, the frequency of which shall be monthly or as determined in consultation with the Municipality, which will show the overall efficiency of the P- PSAP operation in answering 9-1-1 calls, as well as the volume of calls handled for the Municipality.

The OPP notifies Bell Canada of any identified addressing errors related to the ANI/ALI addressing database. As a standard practice, the OPP reports any noted failures of the 9-1-1 PERS system to Bell Canada.

Costs

The OPP determines the costs for this service based on the population of the community. The annual rate per capita is \$0.561.

Additional Charges

The annual rate shall be reviewed at the end of every calendar year, and it may be revised by the OPP based on changes to the residential population or to the per capita cost charged by the OPP. If the residential population of the Municipality increases or decreases by more than 10% during either the previous year, or cumulatively since the date the Agreement began, the annual rate shall be adjusted accordingly for the following year, and the Municipality shall be obliged to pay the OPP the revised annual rate. The OPP shall determine the annual revisions to the residential population using population figures found in the latest version of the Ontario Municipal Directory, or if not found there, then in other recognized sources.

Allowances for Business Interruptions

Due to the equipment redundancy and back-up provisions, the OPP does not expect any disruption to P-PSAP service. To date there has been no service interruptions to P-PSAP services that are attributable to the OPP. The OPP have committed significant resources to the telecommunications infrastructure to prevent disruptions and consequently are not offering any monetary allowances.

Preparing for Next Generation 9-1-1 (NG9-1-1)

Under a directive from the Canadian Radio-television and Telecommunications Commission (CRTC), all telephone companies are mandated to update their networks in order to be ready to provide next-generation (NG9-1-1) services in the future.

As consumer telecommunication devices continue to evolve with changing technology, the 9-1-1 system must keep pace in order to maintain and further enhance public safety.

NG9-1-1 is the mandatory replacement of the current 9-1-1 service in Canada. Rather than a series of different, proprietary telephone systems, NG9-1-1 is an ecosystem of integrated, standards-based systems from coast to coast to coast. It will comply with a standard developed by the North American Emergency Number Association (NENA) which forms the basis for compatible deployment of this new service in Canada, the United States and around the world.

The change to NG9-1-1 will significantly enhance public safety communications services in an increasingly wireless, mobile society with new broadband network capabilities, notably:

- It will be a national level network that will facilitate emergency communications between citizens and emergency services.
- It will be a standards-based, secure platform specifically for 9-1-1 emergency communications across Canada.
- It will provide OPP PCC Communicators with enhanced caller location and subscriber information, improving their ability to dispatch officers as quickly as possible.
- NG9-1-1 will improve interoperability between emergency services agencies by allowing P-PSAPs to transfer calls efficiently and seamlessly share information from PSAP to PSAP.
- NG9-1-1 will allow the public to real-time text (RTT) 9-1-1 directly and in the future, allow callers to send photos and videos.

By March 1, 2022, all networks were updated to prepare for NG9-1-1. Additional milestones will be put in place by the CRTC, culminating in the decommissioning of the existing 9-1-1 system and full implementation of NG9-1-1 by March 2025.

The OPP is a national leader in NG9-1-1 adoption and implementation and has committed resources to ensuring the safety and security of the new NG9-1-1 network.

Working in partnership with hardware and software stakeholders, the OPP is expecting to begin the NG9-1-1 migration process early in 2024.

To: Mayor and Members of Council
From: Tara Mieske, Clerk/Planning Manager, Dipl.M.A. Dipl.M.M.
Brooke Drechsler, Deputy Clerk/Assistant to the Planning Manager
Approved by: Corey Klatt, Chief Administrative Officer
Date of Meeting: 22 Nov 2024
Re: Shore Road Allowance Application for Approval in Principle – Scaletta

Recommendation:

Be It Resolved That Council receives for information the Clerk/Planning Manager’s Administrative Report entitled “Shore Road Allowance Application for Approval in Principle – Scaletta”;
And That Council approves in principle the Application(s) to close, stop up and sell the Shore Road Allowance lying adjacent to Part of Lot 23, Concession 6, geographic Township of Barrie (Kashwakamak Lake).

Background:

The Township received a Shore Road Allowance Application to close and purchase the Shore Road Allowance abutting the Applicants’ property.

The following is a summary of the information provided in Application T1/569/24 – Scaletta – 1062 Big Mountain Lane, Kashwakamak Lake:

- The Road Allowance has never been used as a public road;
- The road closure will not prohibit access to any other property; and
- There are no easements or restrictive covenants affecting the closure of this Road Allowance.

Researched By:

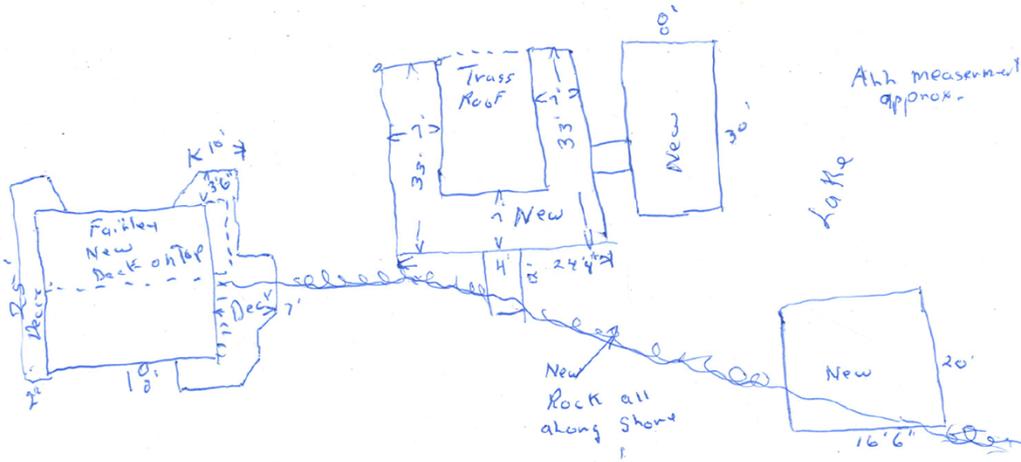
Tara Mieske, Clerk/Planning Manager
Brooke Drechsler, Deputy Clerk/Assistant to the Planning Manager

Comments:

The Municipal Road Allowance Inspector provided a report dated October 17, 2024, which noted the following:

- there are natural features that should not be disturbed;
- neighbouring properties would be affected due to an obstructed view caused by structures located on the road allowance;
- there are no Township Roads affected by the Application; and
- the shoreline has been cleared and improved.

Below is the sketch provided by the Municipal Road Inspector and key map showing location of the subject property.



Financial Impact:

The Applicants provided the Administrative Fee of \$1,200 + \$156 HST total of \$1,356, at the time of submitting the Application.

To: Mayor and Members of Council
From: Brooke Ross, Manager of Community Development, Dipl.M.A.
Approved by: Corey Klatt, Chief Administrative Officer
Date of Meeting: 22 Nov 2024
Re: By-Town Motorcycle Association (BMA) - 2025 Agreement Renewal

Recommendation:

Be It Resolved That Council receives for information the Manager of Community Development's Administrative Report entitled "By-Town Motorcycle Association (BMA) - 2025 Agreement";

And That Council will consider a By-law later in the meeting to sign the 2025 Agreement with the BMA to honour the OFTR trail permit on the Crown Roads within the North Frontenac Parklands.

Background:

In 2023 Council approved the first Agreement with BMA. The purpose of the Agreement was to honor the BMA/Ontario Federation of Trail Riders (OFTR) Trail Permit on the Crown Roads within the Crown Land Stewardship Program (CLSP). The Crown Roads are currently maintained by the Township via a yearly Land Use Permit with the Ministry of Northern Development, Mines, Natural Resources and Forestry (MDMNR). The Agreement has continued since that time and is working well.

Researched By:

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

Comments:

The BMA advised they consider themselves as a group of off-road motorcycle enthusiasts dedicated to the safe and responsible practice of their sport for all ages. They feel strongly that this is the best strategy to preserve and expand off road riding opportunities in the Ottawa area and Eastern Ontario. By demonstrating responsible riding and the responsible use of private and public lands they will be able to successfully advocate for increased support and recognition for the sport and the many social and economic benefits that off-road riding activities bring to communities. Demonstrating responsible riding and land use will involve closer engagement and partnerships with local authorities and various levels of government but they are committed to these activities to improve opportunities, primarily for their members, but also for all off-road riding activities that share their goals.

It is recommended the Township of North Frontenac renews the annual Agreement with the BMA for the 2025 season (April 1st to November 15th). The Agreement is attached to the signing By-law, included in the Agenda package.

Financial Impact:

In 2023 and 2024 the BMA provided a donation of \$6,500 per year to the North Frontenac Parklands to assist with the maintenance of Crown Roads within the CLSP.

In 2025, the BMA has agreed to provide \$6,500 again.

The Calabogie Boogie event, would only be required to purchase additional 'day passes' for riders who would not fall under the proposed Agreement.

To: Mayor and Members of Council
From: Darwyn Sproule, Public Works Manager, P. Eng.
Approved by: Kelly Watkins, CAO Back-up
Date of Meeting: 22 Nov 2024
Re: Services Related to Blue Box Material - Agreement with Circular Materials

Recommendation:

Be It Resolved That Council receives for information the Public Works Manager's Administrative Report entitled "Services Related to Blue Box Material - Agreement with Circular Materials";

And That Council authorizes the Chief Administrative Officer (CAO) to sign the required agreements with Circular Materials for the transition period on behalf of the Township;

And That Council also authorizes the Chief Administrative Officer (CAO) to sign documents such as change orders or notices that may require approval during the contract period;

And That Council directs the Public Works Manager to review options to manage non-eligible sources post-transition and to bring these to Council for consideration at a future meeting.

And That Council instructs the Treasurer to create a Recycling Reserve to be used for financial stabilization due to the Blue Box Materials transition; the source of funding is from Stewardship Ontario Revenue received for the period of January to June 2025; the funds will be used for the operating budget in 2026 to assist with the transition of the Blue Box Program and the target balance with zero at the end of 2026 and the Recycling Reserve will be dissolved.

Background:

Administrative Reports (July 20, 2023, February 23, 2024 and March 15, 2024) have been provided to Council by the Public Works Manager (PWM) with details regarding transition of the Blue Box program to full Producer Responsibility (PRO). The PRO administering the new residential Blue Box program is Circular Materials (CM). All Ontario communities must engage with CM to establish their new blue box system which starts on the specified transition date - in our case July 1, 2025.

At a regular meeting of Council on March 15, 202, Resolution #120-24 was passed:

Be It Resolved That Council receives for information the Public Works Manager's Administrative Report entitled "Blue Box Depot Services Agreement with Circular Materials";

And That Council directs Staff to send a letter of intent to Circular Materials (CM) that states the Township of North Frontenac will choose the Opt-in option and keep recycling procedures as they currently are during the transition period;

And That with details regarding the level of compensation yet to be confirmed by CM, the Opt-in decision for the transition period is conditional on adequate compensation being provided to the Township;

And That during the transition period Council accept that non-eligible sources of blue

box materials will continue to use the program and CM will be compensated at a rate yet to be negotiated;

And That the required Statements of Work and Service Agreement will be presented to Council at a future meeting for consideration.

The negotiated draft opt-in Master Service Agreement between the Township and CM is applicable for the transition period from July 1, 2025 to December 31, 2025. Then starting January 1, 2026 CM is responsible for and assume full operating and financial responsibility for the Blue Box program, other than for materials from non-eligible sources.

Researched By:

Darwyn Sproule, Public Works Manager
Laura Manion, Public Works Administrative Assistant

Comments:

By opting-in, North Frontenac (NF) agrees to continue to provide the existing Blue Box program as a contractor providing services to CM. NF will staff the Depots per the current locations and scheduled hours, provide the bins and deliver the blue box materials to a receiving facility identified by CM. Residents should not see any change in the level or service, other than perhaps closer scrutiny of the blue box materials and sorting.

The duration of this contractual arrangement is from July 1, 2025 to December 31, 2025. CM will compensate NF on a monthly basis to provide these services. The monthly compensation from CM is \$28,119. This amount has been determined based on previous Data Call records for our recycling operation. We consider the rate of compensation reasonable.

CM are only obligated to accept / manage blue box materials from eligible sources, but they are willing to accept materials from non-eligible sources (commercial and institutional establishments) during this transition period. Review of the Municipal Property Assessment Corporation (MPAC) records confirmed 2.38% of the properties in NF are identify as non-eligible. NF will compensate CM to process the non-eligible material on a monthly basis using 2.38% of the monthly tonnage processed at \$200 per tonne. Staff consider this percentage and associated cost reasonable for non-eligible blue box material during the transition. Alternate arrangements for non-eligible are not warranted for the 6 month transition period but will be required post-transition.

CM will also compensate NF on a monthly basis to provide promotion and education materials to local residents.

Three documents are required to complete the required agreement:

- Master Services Agreement,
- Statement of Work for Depot Collection, and
- Statement of Work for Promotion and Education.

Each of the three documents must be signed separately.

Master Services Agreement

The basic legal agreement addressing: interpretation, term, scope, management, compensation, failure to perform, and standard conditions.

Statement of Work for Depot Collection

Details regarding the scope of work and services to be provided by NF:

- receive payment from CM to continue providing existing blue box drop-off services to residents.
- continue to allow residents to drop-off acceptable blue box materials at the existing Depots and manage the hauling of blue box materials from the Depot(s) to an allocated receiving facility (RF). CM assumes responsibility for the processing of blue box materials after delivery to the RF.
- allow commercial and institutional establishments (non-eligible sources) to drop-off recyclables at the existing blue box depot site(s) until December 31, 2025.
- use best efforts to meet CM's contamination limits. Contamination includes any non-blue box material and or hazardous waste, in the collected blue box material. If the average contamination level exceeds 4% by weight in any six (6) month period, as the Contractor, NF will have to submit to CM a strategy and supporting measures to address the matter.

Statement of Work for Promotion and Education

Addresses the scope of community promotion and educational services, records required and level of compensation.

The insurance provisions have been reviewed by our Insurance provider and are consistent with what other municipalities have been providing. The legal documents have been reviewed by our Solicitor and a couple of revisions have been suggested. These have been submitted to CM. The updates and CM's response will be reviewed with the Chief Administrative Officer (CAO) and again with the Solicitor if required prior to signing.

Opting-in maintains the existing level of service for eligible and non-eligible services at our six (6) depots during the transition, and provides compensation to NF. The scope of services and the compensation to be provided are considered reasonable for the six (6) month transition period.

Options to manage non-eligible materials post-transition need to be reviewed by the Public Works Manager and presented to Council for consideration prior to December 31, 2025.

Financial Impact:

CM will provide compensation to the Township during the transition period for operating the blue box portion of the depot sites and hauling materials to a designated receiving facility. NF will operate as a contractor to CM per the Master Services Agreement.

The negotiated monthly compensation for the blue box services is \$28,119. The monthly compensation is based on the 2020 Data Call costs adjusted to include fuel and CPI. The monthly compensation was reduced by CM to reflect the compensation that Addington Highlands (AH) provides to NF for managing the shared Cloyne Waste Site. We will continue to invoice AH annually for the shared services. The anticipated revenue from July to December is an increase over the Stewardship Ontario funding budgeted for in 2024.

The monthly compensation from CM during the six (6) month transition period has been included in the draft 2025 budget for Recycling.

The Township will also continue to receive the regular quarterly payments from Stewardship Ontario for the first six months of 2025 until the transition date. This amount is estimated to be equal to our last 2 quarterly payments of 2024 (\$87,990). It is our recommendation that these funds will be placed in a Recycle Reserve to be used to offset operating expenses in 2026 rather than using these additional funds in 2025. The changes in Revenue and Expenses during the transition are not known at this time.

NF has to compensate CM for processing the non-eligible blue box materials. We typically process 100 tonnes over a six (6) month period, so the compensation will be approximately \$500 (100 tonnes at \$200 per tonne and 2.38% of the total).

CM will compensate NF \$1,800 for community and education programs for the 6 month transition period to cover staff time and print material.

Post-transition CM will be responsible for the entire Blue Box program (eligible sources only) and associated costs.

Reserve and Reserve Fund Policy

Per The Policy under Bylaw #2024-24 a new Reserve or Reserve Fund can be established through a Council Resolution. Council must approve the purpose, source of Funds, Use of Funds and target balance.

The recommendation is to establish a Reserve as they are used for stabilization purposes.

Purpose - Funds to be used as a stabilization tool for the Blue Box Materials transition

Source of Funds - Funds received from Stewardship Ontario for the period of January to June 2025

Use of Funds - Funds to be brought into the operating budget in 2026 to assist with the financial transition of the Blue Box Program

Target Balance - To be zero at the end of 2026

To: Mayor and Members of Council
From: Brooke Ross, Manager of Community Development, Dipl.M.A.
Approved by: Corey Klatt, Chief Administrative Officer
Date of Meeting: 22 Nov 2024
Re: Electric Vehicle Charging Stations - Update

Recommendation:

Be It Resolved That Council receives for information the Manager of Community Development's Administrative Report entitled "Electric Vehicle Charging Stations - Update";
And That Council approves the sole sourcing of the Electric Vehicle Charging Station installation and project management by Envari.

Background:

Council passed Resolution #483-23 at the November 24, 2023 Council Meeting:

Be It Resolved That Council receives for information the Manager of Community Development's (MCD) Administrative Report entitled "EV Funding Programs".

And That Council instructs the MCD to apply for the following funding opportunity in early 2024: Charged for Change funded by Earth Day Canada (partnership with Aviva Canada Inc) for 100% funding for four (4) level two charging stations at the following locations:

- Snow Road Community Hall
- Ompah Community Hall
- Clar Mill Community Hall
- Barrie Community Hall

And That Council wishes to have the level 2 chargers free for public use;

And That Council directs the CAO to sign the Application and enter into a funding agreement with the Charged for Change funding program upon the Township's successful application;

And That Council directs the MCD to install the Electric Vehicle Charging Stations at the above locations if the Township is successful with its applications for funding.

Council passed Resolution #484-23 at the November 24, 2023 Council Meeting:

Be It Resolved That Council receives for information the Manager of Community Development's (MCD) Administrative Report entitled "EV Funding Programs".

And That Council instructs the MCD to apply for the following funding opportunities in early 2024: Electric Vehicle ChargeON Program (75%) stacked with Zero Emission Vehicle Infrastructure Program (ZEVIP) (15%) for two (2) level three charging stations at the Municipal Office with the Township paying for the remaining 10% of \$28,000 coming from the Infrastructure Sustainability Reserve Fund;

And That Council wishes to have the level 3 chargers pay for use at a cost determined by the MCD in consultation with the CAO and Treasurer;

And That Council directs the CAO to sign and enter into a funding agreement with the ChargeON Program (75%) stacked with Zero Emission Vehicle Infrastructure Program (ZEVIP) (15%) upon the Township's successful application;

And That Council directs the MCD to install the Electric Vehicle Charging Stations at the Municipal Office if the Township is successful with its applications for funding.

Researched By:

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

Comments:

Level 2 Charging Stations - (4) at Snow Road, Ompah, Clar Mill and Barrie Community Hall

1. **Charged for Change** - the Township was not successful in receiving funding from Charged for Change, which was for the Level 2 Charging Stations at four (4) Community Halls. Charged for Change advised they *"received many applications, and all applications were very good. It was difficult to make a decision."* They did also advise *"The program will run again next year, and we recommend that you submit a new application in 2025"*.

Level 3 Charging Stations - (2) at Municipal Office

1. **ChargeON (Provincial)** - the Township was successful in its Application to ChargeON and has been approved funding in the amount of \$225,000.
2. **Pollution Probe (Federal)** - the Township was successful in its Application to Pollution Probe (ZEVIP funding) and has been approved funding in the amount of \$67,736.
3. **Township Contribution** - per Resolution #484-23 Council approved a contribution towards this project to a maximum of \$28,000 coming from the Infrastructure Sustainability Reserve Fund.

Due to the project deadline of March 31, 2025, and just recently being notified that we were successful in our Application for Funding, it is recommended that Council approve sole sourcing the installation of the Electric Vehicle Charging Stations by the company Envari. This will allow for procurement in a timely and efficient manner. The type of work to be completed requires specialized experience, knowledge and expertise. Currently, the company we are purchasing the chargers from works closely with Envari. They (Envari) also provided pricing for the quotation which formed the basis of our grant application. Due to high demand and recent grant awards, the market is very competitive and with our short deadline, it is imperative that we secure the company to complete the installation and move ahead with the project right away. We are concerned that if we do not get moving ahead with this project immediately we could easily fail to meet the deadlines for funding.

Financial Impact:

Installation of the chargers will be within the approved funding amounts (estimated at \$155,000). If approved, the installation will be sole sourced with a company called Envari who has the required knowledge, experience and expertise.

Strategic Implications:

Sustainable Core Services - Enhance Township Services - Streamlined access to Township services through new technologies.

- Present:** Adam Robinson, Occupational Health & Safety Coordinator (OH&SC); Katelyn Ronfeld, Chief Administrative Officer Executive Assistant, Co-Chair; Gary Thompson, Waste & Recycling Lead Hand; Jared McKim, Volunteer Firefighter; Brooke Drechsler, Secretary.
- Absent with Regret:** Alex Surra, Volunteer Firefighter

1. Call to Order

Ronfeld called the meeting to order at 9:05 a.m. as presiding Chair Person.

2. Adoption of Minutes

- a) ***Minutes of the JHSC Meeting dated May 7, 2024 were approved by the two (2) Co-Chairs and were received for information by the JHSC. Minutes were received by Council at their Regular Meeting June 6, 2024 (Resolution #215 attached).***

The JHSC Meeting Minutes dated May 7, 2024 were previously approved by the two (2) Co-Chairs, and no further amendments were required.

3. Business Arising From Minutes

- a) ***Partners In Prevention 2024 Regional Health & Safety Conference - Ottawa - June 11, 2024 - Update from JHSC Members Who Attended***

Two (2) Worker Representatives advised that the event was well attended and organized with many great workshops encompassing the theme of positive and healthy workplaces and that they are interested in attending future conferences if the opportunity arises. The Secretary will provide notice at a future meeting regarding the 2025 Partners in Prevention Regional Health & Safety Conference date and location when the information becomes available.

- b) ***Joint Health & Safety Committee Certifications - Part 1 & Part 2***

The Occupational Health & Safety Coordinator (OH&SC) confirmed that 2 members are budgeted each year to obtain the JHSC Certificate 1 and/or 2 and that they will be completing both of their certifications in 2025. The two (2) Worker Representatives who are not certified showed interest obtaining their certificate and the OH&SC will look at the budget to determine the remaining budget and sign the members up as appropriate.

- c) **Eye Wash Station Inspection Tags**
The JHSC advised the CAO that Waste Facilities within the Municipality do not have tags on the Eye Wash Stations. Therefore, we recommend that the Public Works Manager provide tags for each waste site facility to be placed on the eye wash stations. As per ANSI/ISEA Z358: plumbed emergency eyewash and eye/face wash stations should be visually inspected and activated every week. Equipment requires annual servicing to ensure effective operation. (Attachment #1)

E-mail dated Friday April 19, 2024 from Eric Korhonen, Director of Emergency Services / Fire Chief / Occupational Health and Safety Coordinator stating, "We are currently making eye wash station inspection tags and all work place's requiring an eye wash station s now have inspection tags for documentation. The worker representatives will also be trained to look for completed forms and replace any missing tags." To be brought back to next meeting with updates.

The Chair advised that the Eye Wash Station Inspection Tags have been installed at all Workplaces and that they will continue to be inspected monthly.

- d) **JHSC Monthly Inspection Reports Form Amendments**

The Meeting Chair advised all members that the JHSC Monthly Inspection Forms approved by the CAO in the Occupational Health & Safety Program will continue to be used. A Worker Representative asked about housekeeping items, which the OH&SC advised that these can be noted on a separate paper located in the inspection package or in the column of the inspection form. The OHSC also provided further confirmation on the procedure for bringing inconsistencies/items to their attention, and items noted on the forms that do not require attention will be signed off by the OHSC.

4. New Business

- a) **First Aid Kit Restocking Supplies**

Regarding the first aid kit inspections noted on the inspection sheets, we will look further into the matter of meeting WSIB compliance and will provide the applicable checklist (per the Workplace Safety and Insurance Act, 1997/ O.Reg. 1101: First Aid Requirements) and supplies to the JHSC workplace inspectors in preparation for the July inspections.

The OH&SC confirmed that they will continue to provide supplies to allow for the Workplace Representative completing the Inspection of the First Aid Kit to restock as necessary. Per the Workplace Safety and Insurance Act, 1997/ O.Reg. 1101: First Aid Requirements, First Aid Kits are required to be inspected a minimum of four (4) times per year and that the JHSC will continue to inspect them monthly. A Worker Representative also confirmed that the list of First Aid Kit Required items per the Workplace Safety and Insurance Act has been beneficial in efficiently completing inspections.

5. Communications

- a) ***Workplace General Monthly Inspection Discrepancies from May 1, 2024 to July 31, 2024 - Complete.***

Provided to the JHSC for information purposes.

- b) ***Workplace General Monthly Inspection Discrepancies from May 1, 2024 to July 31, 2024 - Pending.***

May 2024 Discrepancies

Provided to JHSC for information purposes.

June 2024 Discrepancies

Provided to the JHSC for information purposes.

July 2024 Discrepancies

Provided to the JHSC for information purposes.

6. Other Business / Round Table

- a) ***None.***

7. Next JHSC Meeting Date

- a) ***November 12, 2024 @ 9:00 a.m. Main Office Meeting Room***

8. Adjournment

- a) ***Meeting adjourned at 9:26 a.m.***

OH&SC Co-Chair

Co-Chair



Economic Development Task Force Minutes

6:00 PM - Monday, October 21, 2024
Council Chambers

Notes of the Economic Development Task Force held on Monday, October 21, 2024 at 6:00 PM at the Council Chambers.

Present: Councillor Stephanie Regent (Chair); Deputy Mayor John Inglis; Councillor Roy Huetl; Betty Hunter; Cyndy Bonello; Danielle Kesco; and Paul Thiel

Absent with Regret: Dan Vaillancourt

Also Present: Brooke Ross, Dipl.M.A., Manager of Community Development (MCD); and Lori Newman (Secretary)

1. Call to Order

The meeting was called to order by the Chair at 6:00 p.m.

2. Traditional Land Acknowledgement

3. Disclosure of Pecuniary Interest and General Nature Thereof

None.

4. Economic Development Task Force Notes

- a) ***Notes of the September 23, 2024 EDTF Meeting as approved via email and were received for information at the October 4, 2024 Regular Meeting of Council.***

5. Business Arising

- a) ***Draft 2025 Work Plan***

The EDTF approved the draft 2025 Work Plan for Councils consideration.

[2025 EDTF Work Plan](#)

- b) ***Draft 2025 Budget***

The EDTF approved the proposed Budget to Council for consideration as listed below.

The EDTF would like Council approval to start spending the WinterFest dollars, as need to confirm vendors, etc.

Per Resolution #195-24: "**Be It Resolved That** Council receives for information the Manager of Community Development's (MCD) Administrative Report entitled "Proposed Potential Municipal Campground - Update"; **And That** Council directs the MCD to bring back estimated pricing for Council to consider regarding hiring a consultant to complete a Business Plan for a Municipal Campground during 2025 Budget Deliberations."

The EDTF would like to propose to Council not to include a potential Municipal Campground in the 2025 Budget, due to other priorities. This project will be held onto for consideration at a future time.

The MCD and Deputy Mayor John Inglis will work on an Administrative Report regarding a staffing proposal for the 2025 Budget Meeting, for Councils consideration.

	2024	2025
Summer Fest	\$6,000	\$10,000
Winter Fest	\$3,000	\$3,000
Advertising	\$2,500	\$2,500
Mural Project	\$2,000	\$2,000
CIP (Top-up)	\$15,000	\$30,000
Bus Tour	\$1,000	\$0
Trade Show	\$1,000	\$1,000
TODs Signage	\$1,630	\$1,630
EDTF Initiatives	\$2,000	\$2,000
Municipal Campground		\$0
Summer Student		\$19,575
Business Dinner		\$1,500

c) Updated Terms of Reference

Received for Information.

[2023-2026 - Terms of Reference](#)

d) Fall Business Bus Tour – Vaillancourt, Hunter

Due to not being successful (lack of interest) in 2024, the EDTF is recommending not proceeding with this in 2025.

e) Welcome Package – Bonello

No update at this time.

f) Business Breakfast (October 2024) – Hunter, Huetl, Bonello

The EDTF agreed was a great initiative; however, they would like to propose to Council

that this be changed to a Business Dinner & Forum for 2025 to build on this successful event.

g) *Business Profiles –Thiel*

No update at this time.

h) *Economic Development Week BBQ (May)*

The EDTF would not like to proceed with this event throughout the future.

i) *SummerFest – Bonello, Hunter, Inglis*

No update at this time.

j) *WinterFest – Bonello, Hunter, Inglis*

The working group has been meeting regarding WinterFest planned for February 22, 2025.

k) *Spring/Fall Foodilicious Event - Thiel, Regent, Kecso*

No update at this time.

l) *Mural Project*

No update at this time.

m) *NF Commercial Signage – Regent, Kecso, Thiel*

The EDTF received for information the proposal provided by the Working Group. The EDTF would like the Working Group to include staff implications prior to providing to Council for consideration; therefore, this will come back to the next EDTF meeting for further discussion.

n) *Tradeshow – Bonello, Thiel*

EDTF members Bonello and Thiel volunteered to plan for the 2025 Trade Show.

The registration has opened up for the March 2025 Tradeshow and the EDTF would like approval to proceed with the registration prior to the 2025 Budget consideration.

o) *Identify barriers to housing development and potential solutions – Inglis, Regent, Kecso*

No updates at this time.

6. New Business

a) **Banner & Display**

The MCD will bring back more proposals for the EDTF to consider at the next EDTF meeting.

b) **EDTF Member Recruitment - deadline October 24**

Councillor Regent updated the EDTF that as previously approved by Council the deadline for EDTF recruitment is October 24. The recommendation for members will then go to Council and the EDTF will be provided an update after a decision has been made at Council.

7. Adjournment

a) **Meeting adjourned at 7:54 p.m.**

NOTE : The next meeting of the EDTF will take place on Monday, November 18, 2024 at 9:30 a.m. at the Municipal Council Chambers located at 6648 Road 506, Plevna.

Recommendations to Council

Be It Resolved That Council receives for information the October 21, 2024 Notes of the Economic Development Task Force (EDTF);

And That Council approves the EDTF's 2025 Work Plan;

And That Council approves the EDTF's updated Terms of Reference;

And That Council approves in advance of the 2025 Budget the EDTF spending \$3,000 for the 2025 WinterFest so that the EDTF can work at getting the event organized;

And That Council approves in advance of the 2025 Budget the EDTF registering for the March 2025 Tradeshow at a cost of \$791;

And That Council defers the Municipal Campground proposal for 2025 Budget (per Resolution #195-24), until a later date, due to other priorities.

Received by Council on November 22, 2024.

Councillor Stephanie Regent, Chair
Township of North Frontenac EDTF



Economic Development Task Force

2025 Work Plan

Objectives

1. Increased number of business startups and expansions
2. Increased Tourism
3. Promotion of a range of housing options to provide affordable housing including Public-Private Partnerships (PPEs)

Initiatives

1. Increased number of business startups and expansions

- a. Welcome Package – Bonello
- b. Business Dinner & Forum (Jan/Feb) – Vaillancourt, Regent
- c. Business Profiles –Thiel
- d. National Tradesman Day Breakfast (Sept) – MCD

2. Increased Tourism

- a. SummerFest (July 19, 2025) – Bonello, Inglis
- b. WinterFest (February 22, 2025) – Bonello, Inglis
- c. Spring/Fall Foodilicious Event - Thiel, Regent, Kecso
- d. Mural Project - MCD
- e. NF Commercial Signage – Regent, Kecso, Thiel
- f. Tradeshow – Bonello, Thiel

3. Promotion of a range of housing options to provide affordable housing including Public-Private Partnerships (PPEs)

- a. Identify barriers to housing development and potential solutions – Inglis, Regent, Kecso



Economic Development Task Force

(Mandated by the Council of the Municipality of North Frontenac)

Terms of Reference January 2023 – October 2026

Mission: To support economic and community vibrancy in North Frontenac.

Vision: A local community that encourages year-round sustainable economic activity and community building.

Mandate: To provide recommendations to, and carryout initiatives as directed by North Frontenac Council regarding economic and community development opportunities.

Membership:

As appointed by Council on November 21, 2022, the composition of the Task Force shall include:

- Councillor John Inglis
- Councillor Roy Huetl
- Councillor Stephanie Regent

[As appointed by Council on March 15, 2024:](#)

Councillor [Stephanie Regent](#) shall be the Chairperson. Alternate Chairperson (in the absence of the Chairperson) shall be Councillor [John Inglis](#).

Also, as appointed by Council on December 16, 2022, the composition of the Task Force shall include members of the public as follows:

- Betty Hunter
- Paul Thiel
- Daniel Vaillancourt
- Cyndy Bonello
- ~~Derrick Lancaster~~

and the following Staff:

Economic Development Task Force (EDTF)

Terms of Reference

January 2023 – October 2026

Updated: December 18, 2023

Updated: March 18, 2024

Updated: May 27, 2024

Updated October 21, 2024

Page 6 of 9

Page 1 of 4

- Brooke Ross, Dipl.M.A., Manager of Community Development (MCD);
- ~~Matt Walker, Economic Development Officer (EDO);~~ and
- Lori Newman, Office Support All Departments, as the Recording Secretary as appointed by the Chief Administrative Officer (CAO).

Tasks and Milestones:

1. Recommendation to Council of appointments for Public Representation. (December 16, 2022)
2. Initial Task Force meeting to discuss a Mission, Vision and Mandate for the Economic Development Task Force/Working Group and draft a Terms of Reference for Council consideration. (Meeting was at the call of the Chair and held on January 16, 2023 at 9:00 a.m. at the Township of North Frontenac Municipal Office Council Chambers, in Plevna.)
3. Annual review of these Terms of Reference and Strategic Plan by the Task Force

Accountability:

Council members and Township employees (if seconded) are accountable for their participation on the Economic Development Task Force through the normal reporting structure to Council.

Conflict of Interest Guidelines:

Councillors and employees (if seconded) are responsible for complying with the Township’s guidelines and policies on conflict of interest, outside activities, gifts and hospitality.

The Voluntary Sector Members shall:

- a. Be accountable for their accessibility and responsiveness, and to each other, as Members of a team, for participating, collaborating and doing their best to advance the joint process in good faith.
- b. act with honesty, integrity and openness in advancing the joint process.
- c. not use their position on the Task Force to benefit materially from the process or the outcomes.
- d. not be eligible on an individual basis for contracts or other paid work commissioned by the Task Force or Council, unless the Procurement By-law requirements are met.

Time Frame and Meetings:

The Economic Development Task Force is constituted for approximately four years, commencing on January 16, 2023 and ending October 31, 2026 with the option of continuing meetings at the discretion of Council. Ongoing reports and

recommendations will be provided to Council throughout the four year term of Council. The Task Force will meet once a month or at a frequency to be determined by the Chair, using face-to-face meetings, conference calls and/or electronic correspondence.

Operating Principles for Task Force Meetings:

- a. Quorum
Although Task Force membership is non-substituted, Council agrees that it is not necessary to establish the number of Members necessary for a Quorum; however, at least one (1) Member of Council and the CAO or Manager shall be present and careful consideration will be taken to ensure good representation from the voluntary sector when discussions on key issues take place or recommendations are formulated.
- b. Reaching Agreement
Task Force Members will seek to reach consensus wherever possible. If for whatever reason, consensus cannot be achieved, the Task Force Members may agree to a recommendation, through another process, such as voting or permitting dissenting reports.
- c. Expert Members and Invited Guests
The Task Force may require experts, academics or other government/voluntary sector representatives to attend meetings as presenters, advisers or observers because of their knowledge of the subject, of the sector or as part of another existing Committee or Task Force of Council. Such invitations shall be agreed to in advance by the Task Force and the Chair or CAO shall make the requests.
- d. Expenses Incurred by Task Force Members
Task Force Members' travel expenses to attend Task Force meetings and related business will be reimbursed by the Township. The Task Force Members shall be paid mileage expenses at the per kilometer rate as determined by Council.
- e. Indemnification of Voluntary Sector Members
Voluntary Sector Members are extended the same risk management principles as Members of Council/Committees and employees when it comes to matters of liability and insurance; and would therefore be considered "volunteers" under this policy.

Note: This Terms of Reference is worded in accordance with the Township's current Procedural By-law #26-23. The Chair will advise the Task Force of any

amendments made by Council to the Township's Procedural By-law in regards to Task Forces.

Economic Development Task Force (EDTF)

Terms of Reference

January 2023 – October 2026

Updated: December 18, 2023

Updated: March 18, 2024

Updated: May 27, 2024

Updated October 21, 2024

Page 9 of 9

Page 4 of 4



Environmental Task Force Notes

9:30 AM - Tuesday, October 29, 2024
Council Chambers

Present: Councillor Roy Huetl (Chair); Deputy Mayor John Inglis; Paul Asselin (electronic participation); Bruce Moore (electronic participation); Marlene Spruyt; and Katie Surra (electronic participation).
Absent with Regret: Councillor Fred Fowler; Mike Ward and Ange Defosse.
Also Present: Tara Mieske, Clerk/Planning Manager.

1. Call to Order

The Chair called the meeting to order at 9:32 a.m.

2. Traditional Land Acknowledgement

We begin this gathering by acknowledging and celebrating these traditional lands as a gathering place of the first peoples and their ancestors who are entrusted to care for Mother Earth since time immemorial. We do so respecting both the land and the Indigenous People who continue to walk with us through this world. Today, the Township of North Frontenac is committed to working with Indigenous Peoples and all residents to pursue a united path of reconciliation.

3. Disclosure of Pecuniary Interest and General Nature Thereof

None declared.

4. Environmental Task Force Notes

Notes of the September 24, 2024 Meeting were approved by the Task Force via email and were received for information at the October 4, 2024 Council Meeting.

5. Business Arising

a) *Terms of Reference - Approved by Council October 4, 2024*

Received for information.

b) *Council Resolution #338-24 - To Approve Energy Conservation and Demand Management Plan (ECDMP) 2024-2028:*

It was recommended this be included on the next Agenda for discussion.

6. New Business

a) *Task Force Work Plan*

The Task Force discussed the draft work plan as provided in the Agenda and considered some other items. In order to maintain focus on some key initiatives, six tasks were included in the Work Plan for 2025. The other important items included on the draft work plan will be discussed in the future. It was also noted, other items may be brought forward throughout the year that may need to be discussed. The Draft Work Plan will be provided to Council for consideration (Attachment #1).

[Work Plan](#)

7. Adjournment

The meeting adjourned at 10:27 a.m. The next meeting will be held on November 26, 2024 at 9:00 a.m.

8. Recommendation

Be It Resolved That Council receives for information the Environmental Task Force Notes dated October 29, 2024;

And That Council approves the 2025 Work Plan for the Task Force.

Councillor Roy Huetl, Chair,
Environmental Task Force

Work Plan 2025

1. Local resiliency to climate change through mitigation and adaptation

- Battery storage opportunities - IESO is working with companies to locate battery storage facilities on the existing grid
- Net metering - Install more solar panels on Township facilities to decrease carbon dioxide production, support, renewable energy. There is an upfront capital investment but long term savings anticipated

2. Environmental stewardship, protection and regeneration

- Invasive species – Township to advocate/liaison with Federal and Provincial governments and other agencies. This is specifically on Eurasian Milfoil for the Mazinaw Property Owners Association. However, this impacts other lakes, other residents and there are several different invasive species
- Septic inspection programs – potential policy and education
- Carrying capacity of lakes
- Short-term rentals - potential policy, lake protection, environmental impact

3. Community engagement

- To be determined.



Council Portfolios

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

Mayor Gerry Lichty

Portfolio: County Business	Responsibility: <ul style="list-style-type: none"> Update Council on County Council Activities and Decisions
Portfolio: North Frontenac Lake Association Alliance (NFLAA)	Responsibility: <ul style="list-style-type: none"> Council Liaison
Portfolio: Municipal Services Corporation	Responsibility: <ul style="list-style-type: none"> Provide Updates from the Board of Directors

Councillor Wayne Good

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

Councillor Stephanie Regent

Portfolio: Health	Responsibility: <ul style="list-style-type: none"> Representative on the Lakelands Family Health Team Committee
Portfolio: Long-Term Care and Social Services	Responsibility: <ul style="list-style-type: none"> Council Liaison
Portfolio: Lake Associations – Ward 1 Lakes	Responsibility: <ul style="list-style-type: none"> Council Liaison
Portfolio: Frontenac Ontario Provincial Police (OPP)	Responsibility: <ul style="list-style-type: none"> Council Representative on the Frontenac OPP Detachment Board

Councillor Roy Huetl

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

Councillor Vernon Hermer

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

Councillor Fred Fowler

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

Deputy Mayor John Inglis

Portfolio: Lake Associations – Ward 3 Lakes	Responsibility: <ul style="list-style-type: none"> • Council Liaison
---	--

The Corporation of the Township of North Frontenac
By-law # 2024-62

Being a By-law to Authorize the Mayor and the Clerk to Sign An Agreement for Pound Services for the Period of January 1, 2025 to December 31, 2029 with the Kingston Humane Society

Now Therefore the Council of The Corporation of the Township of North Frontenac enacts that the Mayor and the Clerk are authorized to sign an Agreement for Pound Services with the Kingston Humane Society effective January 1, 2025 to December 31, 2029 on behalf of The Corporation of the Township of North Frontenac and that said Agreement shall be attached heretofore as Schedule 'A';

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

Read a first and second time **November 22, 2024.**

Read a third time and finally passed this **November 22, 2024.**

Gerry Lichty, Mayor

Tara Mieske, Clerk

POUND SERVICES AGREEMENT

THIS AGREEMENT MADE EFFECTIVE

THIS FIRST DAY OF JANUARY, 2025 BETWEEN:

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

(Hereinafter referred to as "The Township")

OF THE FIRST PART

-and-

KINGSTON HUMANE SOCIETY

(Hereinafter referred to as "the Contractor")

OF THE SECOND PART

WHEREAS the Municipal Act, 2001, Part II, Section 8 provides a municipality with the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under this or any other Act;

AND WHEREAS the Contractor has agreed to provide Pound Services (hereinafter referred to as "services") for the Township;

AND WHEREAS the Contractor agrees to provide facilities in order to carry out services (hereinafter referred to as the "Pound")

AND WHEREAS the Township and the Contractor (hereinafter referred to as "the parties") deem it desirable to put the terms of this agreement for services in writing;

NOW THEREFORE WITNESSETH in consideration of the services rendered by the Contractor to the Township the parties hereto agree as follows:

DEFINITIONS

For the purpose of this agreement:

"Administration Fee" means the same as the "recovery of animal from an animal shelter" fee as set out in the Township Fees.

"Animal" shall include dogs only.

"Authorized Shelter" and **"shelter"** means a facility used to house and care for stray, abandoned dogs.

"Impoundment" means the day on which the dog is received at the Pound and **"impounded"** shall have the same meaning.

"Pound" means the facilities provided by the Pound Service Provider for accommodation for animals having to be impounded.

“Redemption Period” means the period of time after impoundment of the animal and prior to transfer of care and control of the animal to an authorized animal shelter or rescue group. The redemption period for dogs shall be 5 days, excluding the day on which the dog was impounded and excluding any day that the Pound is not open to the general public. Where there is evidence as to the identity of the owner of an animal, the redemption period shall not include the period of time an animal has been quarantined or impounded as a directed by any official with the authority to impose an order to impound pursuant to legal authority other than this By-Law. Where the owner of an animal is unknown, the redemption period may include the period of time an animal has been quarantined or impounded as directed by the official with the authority to impose an order to impound pursuant to legal authority other than this By-Law.

“Recover” means the taking possession of an animal from the Pound by its owner or an agent of the owner’s behalf.

“Rescue Group” means an organization that arranges for the temporary housing and care for stray, abandoned or neglected animals, pending attempts to rehome the dog.

1.0 TERMS OF CONTRACT AND RELATIONSHIP

- 1.01 The Contractor is granted authority to impound and hold for redemption by an owner, any dog delivered from within the Township boundaries, for up to the end of the redemption time period as prescribed herein.
- 1.02 The engagement of the Contractor pursuant to this Agreement shall commence on January 1, 2025 and shall expire at midnight on December 31, 2029.
- 1.03 The Contractor shall sell animal licenses for all unlicensed dogs recovered by their owners.
- 1.04 The Contractor shall remit all monies collected from animal registrations to the Township on a monthly basis or at another interval mutually agreed upon.
- 1.05 The Contractor shall maintain accurate records in a form mutually agreed upon by both parties of all activities, business transactions, monies received and monies paid out in the performance of this contract. Such records shall include but are not limited to:
 - 1.05.1 An “Animal Log” is to be used for recording all dogs impounded, all dogs subsequently recovered by their owners and the disposition of all dogs not recovered at the end of the redemption period;
 - 1.05.2 A “Dog License Log” is to be used for recording all dog tags sold;
 - 1.05.3 A monthly operations report which includes year-to-date totals detailing all fees collected on behalf of the Municipality, the number of animals impounded, recovered euthanized, transferred to a shelter or rescue group and the number of animals tag sales.
 - 1.05.4 An annual operations report outlining the number of dogs impounded, recovered, euthanized and transferred to a shelter or rescue group, as well as the number of animal tag sales.
- 1.06 The owner of an impounded dog or the agent of the owner may, within the redemption period, recover the dog during the hours when the Pound facility is open to the public.
- 1.07 No animal shall be released to its owner or the agent of the owner during the redemption period until such time that all Municipal fees, including the Animal at Large fine and the animal license registration fee, as required, are paid by the owner or a person acting on the owner’s behalf.

- 1.08 All animals that have not been recovered at the end of the redemption period shall be transferred to the care and control of an authorized shelter or rescue group, or be euthanized. The decision to transfer or to euthanize an animal at the end of the redemption period is the responsibility of the Contractor.
- 1.09 The Contractor may require an owner recovering a dog to pay to the Contractor any reasonable fees for impounding and boarding as well as all costs for any emergency veterinary care provided to the animal prior to it being recovered.
- 1.10 Minimum Facility Requirements include the following:
 - 1.10.1 Dog kennels, in sufficient numbers and adequate size;
 - 1.10.2 Secure building with proper ventilation and life safety systems;
 - 1.10.3 Office and utility areas;
 - 1.10.4 Outdoor run
- 1.11 Contracted duties related to the pound services operation shall include, but not be limited to, the following:
 - 1.11.1 Provide daily cleaning of all Pound facility areas and kennels, food and water bowls, and equipment, as necessary, and provide for the collection and proper disposal of animal refuse and waste;
 - 1.11.2 Provide Pound services including feeding, boarding and exercise for dogs found stray or trespassing from within the Municipalities boundaries and delivered to the Pound;
 - 1.11.3 Provide a provision for the quarantining of dogs when required by way of court order or local Public Health Unit;
 - 1.11.4 Provide humane treatment of all dogs while in the Pound; provide basic first aid services, including licensed veterinary care, as necessary, for all sick and injured dogs during the redemption period;
 - 1.11.5 Ensure that all veterinarian services are provided by qualified personnel licensed by the College of Veterinarians of Ontario;
 - 1.11.6 Provide humane euthanizing of dogs, as required, in conjunction with a licensed Veterinarian, in a manner that conforms to the College of Veterinarians of Ontario and the Animals for Research Act, including Section 20 (7), as amended. Use of T-61 for euthanizing is prohibited;
 - 1.11.7 Dispose of any animal carcasses, as required, in accordance with the minimum requirements outlined in the Animals for Research Act.
- 1.12 Maintain adequate security for impounded dogs, including the operation and maintenance of a monitored security system to monitor for intrusion, and to monitor all life safety systems including power disruption, temperature, fire, smoke, and carbon monoxide.
- 1.13 Maintain adequate staffing levels to ensure all services are provided in an efficient and professional manner.
- 1.14 Assume ownership of dogs held at the Pound beyond the prescribed redemption period; after the redemption period, the Contractor may sell or adopt out unclaimed dogs and any fees received from such a sale or adoption may be kept by the Contractor.
- 1.15 Maintain open and continuous dialogue with the Municipality and the Animal Control Officers to ensure services are being delivered as required.

2.0 TERMINATION OF AGREEMENT

- 2.01 This Agreement with the Contractor may be terminated by the Township or the Contractor in one of the following ways:
 - 2.01.1 Immediately upon breach of this agreement by the either party;
 - 2.01.2 Upon the dissolution of or ceasing operation of the Contractor
 - 2.01.3 Upon either party giving no less than 180 days written notice, specifying cause.

3.0 PAYMENT FOR SERVICES RENDERED

- 3.01 The Township shall pay the Contractor \$8.00 for each animal tag sold, upon receipt of a monthly invoice and record of license registrations.
- 3.02 The Township shall pay the Contractor an all-inclusive, fixed monthly fee of \$500 for the provision of Pound Services, as specified within this Agreement. Increases shall be applied to the fixed monthly fee for each year of this contract from Year 2 through Year 5, adjusted annually in January, by the Consumer Price Core Index based on the prior year.

4.0 SERVICES

- 4.01 The Contractor shall provide the services outlined in 4.02 as a duly qualified operator of a Pound as outlined in the Pounds Act (R.S.O. 1990), Animals for Research Act (R.S.O. 1990), and all other applicable law. The Contractor shall provide said services in a professional and fully competent manner in accordance with the provisions of this Agreement.
- 4.02 The services the Contractor shall provide include:
 - 4.02.1 Accept all dogs brought to the facility where the animal concerned has been found within the municipal boundaries of the Township;
 - 4.02.2 Accommodate, feed and provide health care services to any animal brought to the facility for the redemption period, quarantine period, or the period resulting from a court order;
 - 4.02.3 Provide pound facilities that are accessible to the Township Animal Control Officers twenty-four (24) hours a day, seven (7) days a week;
 - 4.02.4 Keep the Pound facility open to the general public a minimum of 40 hours, six days a week, and have such hours of operation and contact details as applicable (phone, web, email) posted in a highly visible place at the Pound facility;
 - 4.02.5 Notify, or attempt to notify the registered owner of any impounded dog bearing a municipal tag or any other means of identification, by telephone;
 - 4.02.6 Ensure spaces are available at the facility at all times for animals being impounded from within the Township;
 - 4.02.7 Collect, on behalf of the Township, recovering Animal at Large Fines as set out in the Township Fees, for all dogs that are impounded from within the boundaries of the Municipality and subsequently recovered, and remit these fees to the Township monthly.
 - 4.02.8 Allow the Township access to inspect the facility at any time during the facilities' business hours, and to review all documentation related to dogs impounded on behalf of the Township.

5.0 CONFIDENTIALITY OF INFORMATION

- 5.01 Subject to applicable law, the Parties shall not disclose to anyone outside the employ of the Parties, without prior written permission of the other party, any aspect of either of the Parties' business, except as required in the course of exercising his/her duties and responsibilities. This Agreement will continue to restrict the Parties' disclosure of such information after the

termination of this Agreement, until such information has been made public through no fault of either of the Parties.

- 5.02 After the termination of this Agreement, the Contractor shall promptly return to the Township, without request from the Township, any of the Township's information, materials and other property which may subsequently be in the Contractor's possession.

6.0 INSURANCE

- 6.01 Maintain throughout the term of the contract, a comprehensive general liability and property damage insurance policy which includes coverage for injury to, loss or death of any animal in the custody of the contractor, for a minimum of FIVE MILLION DOLLARS (\$5,000,000.00) in a form acceptable to the Township, and naming the Township as an additional insured on the policy. The Township shall be provided 30 days written notice of any changes to or cancellation of the insurance policy.

7.0 SEVERABILITY

- 7.01 If any provision or portion of any provision in this Agreement shall be held by a court of competent jurisdiction to be unenforceable, invalid, or illegal, such provision or such portion of the provision shall be severable and shall be deemed to be voided and the remaining provisions or portions shall be valid and binding.

8.0 GOVERNING LAW

- 8.01 This Agreement shall be construed in accordance with, and governed by, the laws in force in the Province of Ontario and as interpreted by the Courts of that Province. The Parties agree to comply with all applicable law.

9.0 BINDING EFFECT

- 9.01 This agreement shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns provided that this Agreement shall be personal to the Contractor and may not be assigned by him/her.

10.0 INDEMNIFICATION

- 10.01 The Contractor hereby indemnifies and saves harmless the Township from any suit, action, cause of action, claim or damages whatsoever of any nature and kind arising from the breach by the Contractor of any terms of this Agreement or the negligence of the Contractor in conducting their, their agents or their employees' services.
- 10.02 The Township agrees to save harmless and indemnify the Contractor, its directors, officers and employees from and against all claims, demands, causes of action, loss, expenses, costs or damages that the Contractor may suffer, incur or be liable for resulting from the obligations and performance of the Township, its officials, employees, successor and assign, as set out in the Agreement.
- 10.03 The Contractor shall provide the services independently and shall not be deemed to be an employee of the Township for any purpose.
- 10.04 Unless otherwise provided in this Agreement, the Contractor shall not subcontract or permit the subcontracting of any portion of the services to any other individuals, firms or corporations at any time without the prior written consent of the Township, save the provision of veterinary services. The Contractor shall not sell, transfer, assign, sub-license or otherwise dispose of the rights granted under this Agreement to any other person without the consent of the Township.

11.0 JOINT RESPONSIBILITY

11.01 The Township and the Contractor agree to meet at the request of either party, to discuss and resolve any issues arising from the fulfillment of this Agreement.

12.0 NOTICE

12.01 Any notice required or desired to be given hereunder shall be delivered in person or sent by pre-paid registered mail as follows:

(a) To the Corporation of the Township of North Frontenac at:

Chief Administrative Officer
6648 Road 506
Plevna, Ontario
K0H 2M0

(b) To the Kingston Humane Society at:

Executive Director
1 Binnington Court
Kingston, Ontario
K7M 8M9

13.0 TIME OF THE ESSENCE

13.01 Time shall be of the essence in the performance of obligations pursuant to this Agreement.

14.0 AMENDMENTS

14.01 No provision of this agreement shall be amended, altered, or waived except by a further written agreement between Parties. No waiver of a provision of the Agreement shall operate as a waiver of any other provision or of the same provision on a future occasion.

IN WITNESS WHERE the Parties have duly executed this Agreement under seal.

SIGNED, SEALED AND DELIVERED

In the presence of

KINGSTON HUMANE SOCIETY

Witness

President

Witness

Secretary

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

Date

Gerry Lichty, Mayor

Corey Klatt, CAO

The Corporation of the Township of North Frontenac

By-law #2024-67

Being a By-law to Amend By-law #55-19 To Regulate the Use of Land, Buildings and Structures within the Township (Zoning By-law) and to Update Provisions based on an Administrative Review (Housekeeping Amendments)

Whereas Council passed By-law #55-19 on July 5, 2019 to Regulate the Use of Land, Building and Structures within the Township of North Frontenac;

And Whereas Council deems it necessary to amend By-law #55-19, to update sections of the Zoning By-law through a housekeeping amendment with respect to several minor corrections and administrative changes for clarification;

Therefore Be It Resolved That the Council of The Corporation of the Township of North Frontenac enacts as follows:

1. The Land Use Schedule of Township of North Frontenac Zoning By-Law #55-19, as amended, is hereby further amended as follows:
 - a) The Land Use Schedule, as amended, is hereby further amended to change the zoning of a parcel of land legally described as Part of Lot 11, North East Range, Geographic Township of Miller, Township of North Frontenac, (ARN 1042-080-010-50200) municipally known as 1970 Mountain Road, from Rural (R) to Mineral Aggregate Extraction (MXE) Zone, as shown on Schedule A attached to and forming part of By-Law #2024-67
2. Township of North Frontenac Zoning By-Law #55-19, as amended, is hereby further amended as follows:
 - a) **Amend** Part 2 - Definitions of By-law #55-19 as follows:
 - 1) Delete the definition of Backyard Chickens
 - 2) Delete the existing definition of "Viewing Platforms" and replace it with the following new definition:

"Viewing Platform means a freestanding deck or area constructed out of permeable material including interlocking concrete pavers, plastic or concrete grid systems, decking or material deemed satisfactory to the Township, with no roof and unenclosed sides but may have a guard and spindle system if required and is constructed and located entirely on land."
 - b) **Amend** Part 3 – General Provisions of By-law #55-19 as follows:
 - 1) Section 3.1.2 (d) Docks – Delete subsection (ix) and insert the following new text:
 - (ix) A maximum of one (1) Dock is permitted on each lot that permits a residential use as the principal use.
 - 2) Section 3.3 Backyard Chickens – Delete all existing text and insert the following new text:

"Please refer to the Township's Animal Control By-law, being a by-law to regulate animals in the Township of North Frontenac, as amended."

- 3) Section 3.15 Fences – Delete all existing text and insert the following new text:

“Please refer to the Township’s Fence By-law, being a by-law to regulate the height and type of fences in the Township of North Frontenac, as amended.”

- 4) Section 3.16 Frontage and Access – (d) Private Lanes/Rights-of-Ways/Easements – Delete subsections (i) and (ii) in their entirety and insert the following new text:

- (i) Newly created lots on a private right-of-way easement that provides access to more than one lot shall be subject to the Private Lane Policies contained in the Township of North Frontenac Official Plan.
- (ii) Single access right-of-way easements that provide access to only one lot shall have a minimum surveyed right-of-way width of 9.1 metres (30 feet).

- 5) Section 3.27 Minimum Distance Separation, Influence Areas and Special Setbacks – (c) Pits and Quarries – Delete subsections (vi) and (vii) in their entirety and insert the following new text:

- (vi) Where development of a sensitive land use is proposed on a vacant lot of record located within a defined settlement area and within the influence area of an existing **pit**, Section 3.27(c) does not apply.
- (vii) Where development of a sensitive land use is proposed on a vacant lot of record having an area of 1.0 hectares (2.47 acres) or less and located within the influence area of an existing **pit**, Section 3.27(c) does not apply.

- 6) Section 3.42 Swimming Pools – Delete subsections (i) and (ii) in their entirety and insert the following new text:

- i) Outdoor pool areas shall be totally enclosed by a fence as prescribed by the Township’s Fence By-law, as amended;
- ii) Where a pool is an above-ground pool, any combination of the pool wall, surrounding fence or structure totalling a minimum of 1.4 metres in height shall be deemed to meet the fencing requirements of the Township Fencing By-law and provided that there is a self-locking gate or equivalent arrangement to prevent unauthorized entry

- a) **Amend** Part 4 – Zones of By-law #55-19 as follows:

- 1) Section 4.4 Residential Waterfront, Subsection 4.4.2 Permitted Uses – Accessory: delete Backyard Chickens and Garden Suites
- 2) Section 4.6 Hamlet, Subsection 4.6.2 Permitted Uses – Accessory: delete Backyard Chickens
- 3) Section 4.6 Hamlet, Subsection 4.6.2 Permitted Uses – Accessory: delete Backyard Chickens
- 4) Section 4.7 Rural, Subsection 4.7.2 Permitted Uses – Accessory: delete Backyard Chickens
- 5) Section 4.7 Rural, Subsection 4.7.5 Exception Zones, Subsection (e) 1200 Road 506 – delete the reference to Assessment Roll Number “1042-060-010-69040” and replace it with Assessment Roll Number “1042-040-010-69040”

- 6) Section 4.8 Limited Service Rural, Subsection 4.8.2 Permitted Uses –
Accessory: delete Backyard Chickens
 - 7) Section 4.9 Limited Service Waterfront, Subsection 4.9.2 Permitted Uses –
Accessory: delete Backyard Chickens and Garden Suite
 - 8) Section 4.10 Rural Co-operative, Subsection 4.10.2 Permitted Uses –
Accessory: delete Backyard Chickens
 - 9) Section 4.11 General Commercial, Subsection 4.11.2 Permitted Uses –
Accessory: delete Backyard Chickens
3. All resolutions, By-laws or parts of By-laws, which are contrary to or inconsistent with this By-law, are hereby repealed.
 4. All other provisions of Zoning By-Law #55-19 shall continue to apply.
 5. This By-law shall come into force and take effect on the date of final passing by the Council of the Township of North Frontenac, subject to the provisions of the *Planning Act, R.S.O., 1990*, as amended.

Read a first and second time this 22nd day of November 2024

Read a third time and passed this 22nd day of November 2024

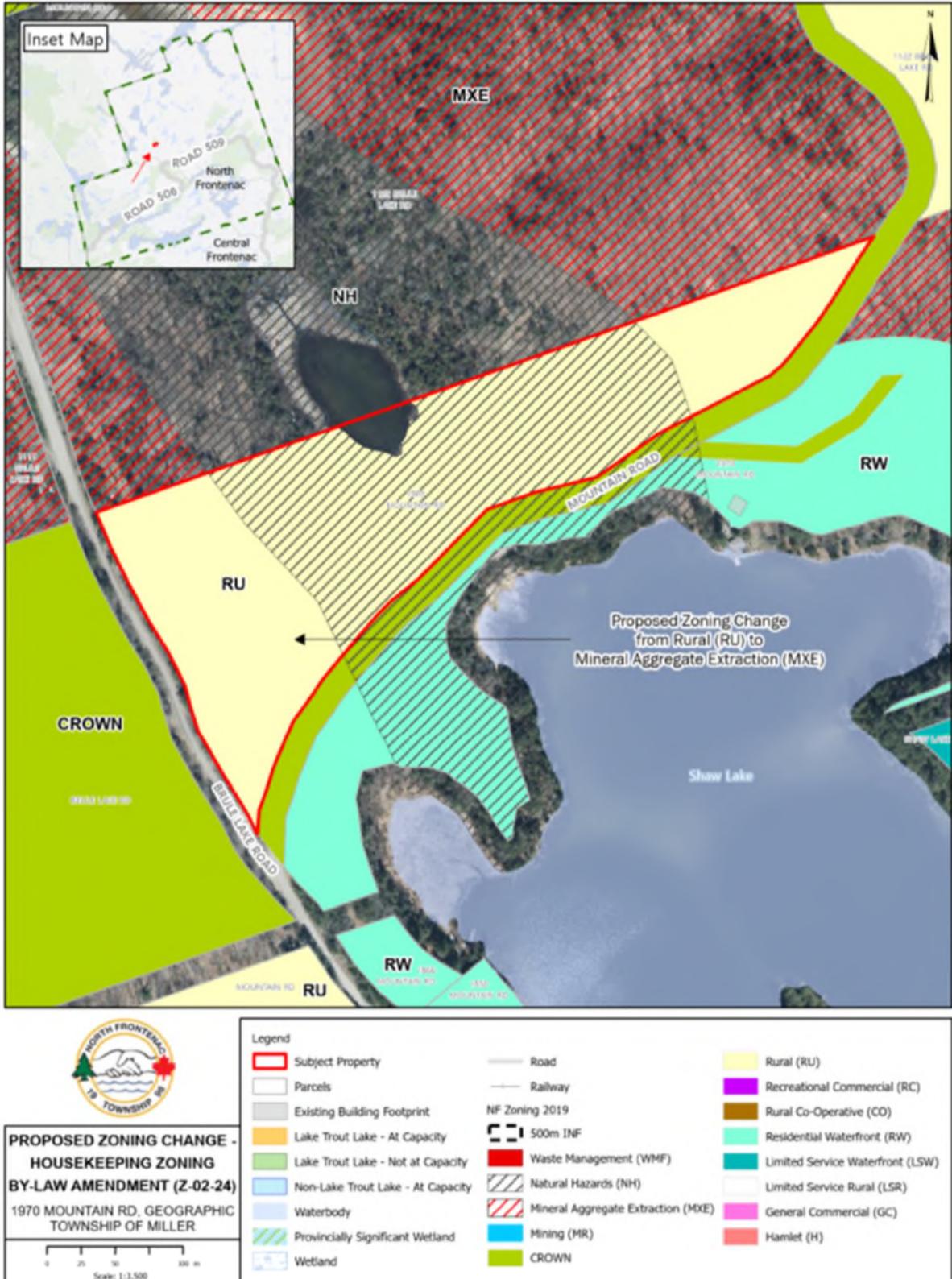
Gerry Lichty, Mayor

Tara Mieske, Clerk

Township of North Frontenac Schedule A to By-Law #2024-67

ARN 1042 080 010 50200

Rural to Mineral Aggregate Extraction



**The Corporation of the Township of North Frontenac
By-Law #2024-68**

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-law #63-23

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’	General Fees and Charges
Schedule ‘B’	Waste Management
Schedule ‘C’	Licences
Schedule ‘D’	Fire
Schedule ‘E’	Planning
Schedule ‘F’	Disposition of Land
Schedule ‘G’	Public Works
Schedule ‘H’	Parks, Recreation and Facilities
Schedule ‘I’	Building and Septic
Schedule ‘J’	Cemeteries

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

And That fees and charges may be subject to processing fees when paid by credit card;

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 waiving of fees shall be provided in writing to the Clerk for Council’s consideration, including 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-law #63-23 is 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 22nd day of November 2024.

Read a third time and passed this 22nd day of November 2024.

Gerry Lichty, Mayor

Tara Mieske, Clerk

Schedule 'A' General

1. Administration

Fees may be paid by Credit Card with the third-party processing fee paid by the Township

a. Photocopies – Black and White (per page)

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

b. Photocopies – Coloured (per page)

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

c. 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

d. 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 and providing any necessary mapping materials free of charge.

e. 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.

f. Treasury / Misc.

- 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

g. Commissioner of Oaths (Certified Copy)

\$25.00 per Document

2. Merchandise

a. Merchandise

- Township of North Frontenac Hats \$8.85

b. Township Branded Merchandise

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

3. Sign Sponsorship Program Fee

a. Fees for Scenic Route and Historic Loop Signs

- 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.

4. Kennel Licence and Dog Tags

a. Kennels

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

b. Dog Tags

- Dog Tags – between January 1st and March 31st \$15.00
- Dog Tags – after March 31st \$25.00
- Lifetime Dog Tag \$100.00
- Replacement Tag \$7.50
- Pound Fee for impounded dog \$100.00 (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)

Schedule 'B' Waste Management

Fees may be paid by Credit Card with the third-party processing fee paid by the Township

1. 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

2. 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.

Schedule 'C' – Licences

Fees may be paid by Credit Card with the third-party processing fee paid by the Individual

1. Recreational Vehicle(s)

- a. Annual License Fee as per provisions set out the Recreational Vehicle By-law
 - Fee – \$300.00 (\$25.00 per month)
- b. Application Fee (non-refundable deposit) – Review Application, Initial Location Inspection and Placement Inspection
 - Fee – \$80.00
- c. Removal Inspection
 - Fee – \$40.00
- d. Administrative Fee for Recreational Vehicle Placed without a Licence
 - Fee – \$300.00
- e. Stored Recreational Vehicle (as defined in the Recreational Vehicle Licence By-law)
 - Fee – No Charge

2. Refreshment Vehicle

- a. Application
 - Fee – \$150.00 (Non-refundable)
- b. Annual Administration
 - Fee – \$150.00
- c. Removal of Refreshment Vehicle
 - Fee – \$40.00

3. Shipping Container

- a. Administrative/Licence for a Shipping Container 15 square metres or less
 - No Fee
- b. Administrative/ Licence for a Shipping Container exceeding 15 square metres
 - Fee – \$150.00
- c. Administrative/ Licence for a Shipping Container placed without a Licence
 - Fee – \$300.00

Schedule 'D' – Fire

Fees may be paid by Credit Card with the third-party processing fee paid by the Individual

1. Fees for Services

- a. Providing inspection reports to solicitors and insurance companies
 - Fee for Service – \$100.00
- b. Providing fire reports to solicitors and insurance companies
 - Fee for Service – \$100.00
- c. Performing special inspection requests (i.e. property resale, mortgage renewal for residential type buildings)
 - Fee for Service – \$60.00 per hour
- d. Inspection of private Home Day Care facilities or Group Homes with 3 or fewer residents
 - Fee for Service – No Charge
- e. Inspection of Group Homes with more than 3 residents
 - Fee for Service – No Charge
- f. 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
- g. Two unit residential inspection for compliance with Section 9.8 of the Fire Code,
 - Fee for Service – \$60.00 per hour
- h. Institutional inspection
 - Fee for Service – \$60.00 per hour
- i. Residential inspection for compliance with Section 9.5 of the Fire Code
 - Fee for Service – \$60.00 per hour
- j. 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
- k. 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

- l. 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
- m. 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
- n. 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
- o. 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
- p. 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
- q. 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
- r. Where there have 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
- s. 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.

2. Criteria for Exemption or Reduction of Fees for Services

- a. Non-Profit Organizations and Non-Profit Events
 - Fee – No Charge

3. Respecting fees associated with Fire Department responses for Outdoor Fires

- a. Pumper
 - Rate per hour – \$300.00
- b. Tanker
 - Rate per hour – \$300.00

- c. Wild Land (Pickup Truck)
 - Rate per hour – \$250.00
- d. Squad
 - Rate per hour – \$250.00
- e. Off Road Vehicles (ATV, Boat, etc.)
 - Rate per hour – \$100.00
- f. Fire Fighter
 - Rate per Firefighter per hour – \$25.00
- g. Site Inspection
 - Rate – \$30.00
- h. Investigation
 - Rate per hour – \$30.00

Schedule 'E' – Planning

Fees may be paid by Credit Card with the third-party processing fee paid by the Individual

1. Pre-Application Consultation

- a. Official Plan Amendments, Zoning By-Law Amendments, Site Plan Control, Plan of Subdivision, Plan of Condominium - \$300.00
- b. All other types of Planning Applications - \$100.00

2. Official Plan

- a. Official Plan Amendment (OPA) - \$2,000.00
 - Deposit for OPA Application - \$2,000.00

3. Zoning Amendment

- a. Zoning By-law Amendment (ZBA) - \$1,500.00
 - Deposit for ZBA Application - \$1,000.00
- b. ZBA Application as a condition of a consent - \$750.00
- c. Removal of Holding (H) Symbol - \$700.00
- b. Temporary Use By-law - \$1,200.00

4. Minor Variance/Request for Permission

- a. Standard Applications (Minor Variance/Request for Permission) - \$1,200.00
- b. Accessory uses to a principal use on non-waterfront properties - \$700.00
- c. Minor variance application in combination with a consent application - \$700.00

5. Consents

- a. Severance to Create a New Lot - \$1,200.00
- b. Lot Addition or Easement - \$750.00
- c. Amendments to Conditions - \$300.00
- d. Right-of-Way/Easement application submitted concurrently with Application for New Lot - \$250
- c. Cancellation of Consent - \$350.00
- d. Validation of Title - \$700.00

6. Plan of Subdivision

- a. 1 to 20 units - \$2,500.00
 - Deposit to Township - \$3,000.00
- b. Greater than 20 units - \$3,500.00
 - Deposit to Township - \$5,000.00
- c. Amendment to conditions following draft plan approval - \$700.00
- d. Draft Plan Approval Extension – \$500.00
- e. Final Plan of Subdivision/Condominium: Clearance of Conditions - \$1,000.00

7. Deeming By-law/Part Lot Control

- a. Deeming By-law (Application Fee) - \$400.00
- b. Registration of Deeming By-law – Legal Fees to be charged to Applicant
- c. Part Lot Control By-law - \$700.00

8. Site Plan Control

- a. Minor Application (developments equal to or less than 200 square metres in area) - \$1,500.00
 - Deposit - \$1,000.00
- b. Major Application (developments greater than 200 square metres in area) - \$2,500.00
 - Deposit - \$2,000.00
- c. Amendment to Site Plan Control Agreement - \$1,200.00
- d. Modification: Amending agreement not required - \$1,000.00
- e. Request for Security Reduction/Release - \$400.00

9. Other Planning and Administrative Items

- a. 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
- b. Development Agreement (includes registration) - \$700.00
- c. Minimum Distance Separation (MDS)
 - Calculation - \$200.00
 - Re-calculation - \$100.00
- d. Zoning Compliance Review
 - Formal Letter (3-5 Business Days) \$120.00
 - Formal Letter (2 Business Days or less) \$240.00
- e. Zoning Clearance Certificate - \$80.00
- f. Review by Planner (outside a formal application) - \$120.00/hour
- g. Archive/File Search Fee - As per the Fees and Charges By-Law

10. Site Inspections

- a. Chief Building Official - As per the Fees and Charges By-Law
- b. Public Works - \$60.00 per visit
- c. Director of Emergency Services/Fire Chief - As per the Fees and Charges By-Law

Schedule 'F' – Disposition and Use of Township Land

Fees may be paid by Credit Card with the third-party processing fee paid by the Individual

1. Disposition of Township Land

- a. Administrative Fee (Non-Refundable)
 - Fee – \$1,200 + applicable taxes
- b. Application Re-activation (after the passing of the By-law)
 - Fee – \$250 + applicable taxes
- c. Land Costs for Shore Road Allowance
 - Fee – \$0.55 per square foot
- d. Land Costs for Concession, Lot, Reserve, Forced Road Application (not leading to water)
 - Fee – \$0.55 per square foot
- e. Land Costs for Concession, Lot, Reserve, Forced Road Application (leading to water)
 - Fee – \$0.55 per square foot

2. Use of Township Land

- a. Licence Agreement Application - \$300
- b. Annual Administrative Fee - \$150

Schedule 'G –Public Works

Fees may be paid by Credit Card with the third-party processing fee paid by the Individual

1. Roadside Ditch Alteration

- a. Permit
 - a. Fee – \$100.00 plus Security Deposit of \$500.00

2. Civic Address Signs

- a. Purchase and installation of civic address number sign
 - Fee – \$100.00
- b. Purchase of civic address number sign and post only (water access and island properties – installation is the responsibility of the owner)
 - Fee – \$75.00
- c. 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
- d. Purchase of replacement civic address number sign and post
 - Fee – \$40.00

3. Private Lane Name Signs

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

4. Construction of Entrances

- a. Entrance Permit
 - Fee – \$70.00

5. Use of Township Equipment

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

Schedule 'H' – Parks, Recreation and Facilities

Crown Land Stewardship Program

Fees may be paid by Credit Card with the third-party processing fee paid by the Individual

1. Campsite

- a. Campsite per night \$25.00
- b. Non-Profit Group* Camping per night \$17.50

Plus \$3.00 Booking-Administrative Fee

2. Road Pass

- a. Daily \$9.50
- b. Weekly Road Pass \$22.50
- c. Resident – Seasonal Road Pass \$22.50
- d. Non-Resident – Seasonal Road Pass \$45.00
- e. Not for Profit Group* Daily Road Pass \$8.75
- f. Fundraising and or Organized Events Daily Road Pass \$8.75

Plus \$3.00 Booking-Administrative Fee

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

Community Halls and Council Chambers Rentals

Fees and Fines may be paid by Credit Card with the third-party processing fee paid by the Township

3. Community Hall

- a. Full Day w/ liquor \$160.00 + \$100.00 refundable deposit
- b. Full Day w/o liquor \$80.00 Half Day (< 6 hrs) - \$45.00
- c. Local Community Groups (> 4hrs) & Church Groups \$15.00
- d. Community Hall Committee Meetings - No Charge
- e. Funeral Receptions/Lunches – Donation

4. Council Chambers

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

Additional Security Deposits at any or all events may be required at the discretion of the Township Representative

Schedule 'I' – Building and Septic

Fees may be paid by Credit Card with the third-party processing fee paid by the Individual

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:

1. Permit Fee Schedule

- a. Class of Permit – Non- Refundable Application/Plan Review
 - Permit Fee \$80.00.
 - Additional Fee for water access and remote properties (Not Applicable)
- b. 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)
- c. 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
- d. 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
- e. 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.
- f. Not ready for Inspection \$180.00
- g. 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
- h. 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
- i. 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
- j. 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.

2. Occupancy Class

- 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

3. Discounts

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.

4. Classes of Permits

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

- a. 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.

- b. 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.
- c. 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.
- d. On-site Sewage System Permit: This permit applies to On-site Sewage System in Class 2, 3, 4, or 5 and Class A.
- e. 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.
- f. Partial Permit: this class of permit may be issued to expedite construction because of weather conditions, financing or other legitimate reasons.

5. Refunds

- a. 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.

Schedule 'J' - Cemeteries

Fees may be paid by Credit Card with the third party processing fee paid by the Individual

1. Tariff of Fees – Plots

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

2. Marker and or Monument

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

3. Fees for Interment and or Disinterment

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

The Corporation of the Township of North Frontenac

By-law # 2024-69

To Close, Stop up and Sell a Part of the 66' Original Road Allowance

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 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 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 of the Township of North Frontenac hereby 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 36 on Registered Plan 13R-7418** as a lot addition to the lands described as PIN 36177-0499(LT) for the purchase price of \$6216.10 plus \$808.09 HST for a total of \$7024.19 (Marble 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 Road 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 Road Allowance hereby permanently closed.
5. That Schedule "A" forms part of this By-law.
6. That Tony Fleming, legal counsel for The Corporation, is hereby authorized to amend Schedule "A" descriptions as may be required to carry out the intended transaction and finalize the registration of this By-law.
7. 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.
8. All resolutions, by-laws or parts of by-laws which are contrary to or inconsistent with this by-law are hereby repealed.

Read a first and second time this 22nd day of November 2024.

Read a third time and finally passed this 22nd day of November 2024.

Gerry Lichty, Mayor

Tara Mieske, Clerk

Schedule A

All That Part of the Road Allowance adjacent to Part of Lot 24, Concession 7, geographic Township of Barrie, Township of North Frontenac, County of Frontenac being Part 36 on Registered Plan 13R-7418 (Marble Lake)

By-Law #2024-70

Being a By-law to Authorize the Mayor and Clerk to Sign a Joint Agreement Between the Township of North Frontenac, the Township of Central Frontenac and her Majesty the Queen in Right of the Province of Ontario as Represented by the Ministry of Community Safety and Correctional Services on Behalf of the Ontario Provincial Police (“O.P.P”) for the Provision of 9-1-1 Primary Public Safety Answering Point (P-PSAP) Services

Whereas Section 116 of the Municipal Act, 2001, S.O. 2001, as amended, authorizes the Township of North Frontenac to establish, maintain and operate a centralized communications system for emergency response purposes;

And Whereas the Council of the Township of North Frontenac and the Council of the Township of Central Frontenac deems it appropriate to enter into a joint agreement with the Ontario Provincial Police (O.P.P.) for the continued provision of 911 emergency reporting services;

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

1. The Township of North Frontenac shall receive P-PSAP Services from the Ontario Provincial Police;
2. The Mayor and Clerk are authorized to execute the Agreement between the Township of North Frontenac, the Township of Central Frontenac and her Majesty the Queen in Right of the Province of Ontario as Represented by the Ministry of Community Safety and Correctional Services on Behalf of the Ontario Provincial Police effective as of January 1, 2025;
3. The agreement, once executed, shall be attached as Schedule “A” and will form part of this By-law.

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

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

Read a first and second time this 22nd day of November 2024.

Read a third time and finally passed this 22nd day of November 2024.

Gerry Lichty, Mayor

Tara Mieske, Clerk



**AGREEMENT FOR THE PROVISION OF
PRIMARY PUBLIC SAFETY ANSWERING
POINT (PSAP) SERVICES**

**AGREEMENT FOR THE PROVISION OF PRIMARY PSAP SERVICES
EFFECTIVE AS OF JANUARY 1, 2025**

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the
MINISTER OF THE SOLICITOR GENERAL
on behalf of the ONTARIO PROVINCIAL POLICE
("OPP")**

OF THE FIRST PART

AND:

**The Municipalities of North and Central Frontenac
(the "9-1-1 Authority")**

OF THE SECOND PART

RECITALS:

- (a) **WHEREAS** Bell Canada has entered into agreements with the 9-1-1 Authority to provide the 9-1-1 Authority with a 9-1-1 Public Emergency Reporting Service (PERS), and which authorizes the 9-1-1 Authority to deliver 9-1-1 services using NG 9-1-1 technology;
- (b) **AND WHEREAS** it is the obligation of the 9-1-1 Authority under its agreement with Bell Canada to ensure that a Primary Public Safety Answering Point serves the territory in which the 9-1-1 Authority operates;
- (c) **AND WHEREAS** the 9-1-1 Authority is permitted under its agreement with Bell Canada to contract with a third party for the management and operation of the Primary Public Safety Answering Point;
- (d) **AND WHEREAS** the 9-1-1 Authority wishes to contract with the OPP for the management and operation of the Primary Public Safety Answering Point, which is or is expected during the term of this Agreement to transition from being delivered by PERS to being delivered using NG 9-1-1 technology;
- (e) **AND WHEREAS** the 9-1-1 Authority confirms its adherence to this Agreement by executing it, as provided for herein, and providing the OPP with a certified copy of the resolution or by-law authorizing it entering into this Agreement;

NOW THEREFORE, in consideration of the promises and covenants herein, the Parties agree as follows:

1 The Parties warrant that the recitals are true.

2 **DEFINITIONS AND INTERPRETATION**

2.1 In this Agreement:

“**9-1-1 Call**” means a request for public safety assistance signaled by a 9-1-1 caller using a device and communications service supporting 9-1-1 contact, regardless of the media (e.g., voice, video, text, other) used to make that request; “**9-1-1 Caller**” means the end user contacting 9-1-1.

“**Agreement**” means this agreement and Schedule “A”, which is attached to, and forms part of this Agreement.

“**ALI**” means an Automatic Location Identification, which consists of a database feature that displays, to the Primary and Secondary PSAP, address and location data with respect to a source from which the 9-1-1 call originates.

“**ANI**” means an Automatic Number Identification, which consists of a database feature that displays the telephone number of the primary exchange service that originates the 9-1-1 call to the Primary PSAP.

“**Call Control**” means a feature that allows the 9-1-1 call taker at the Primary PSAP to maintain control of

the line upon which the 9-1-1 call was made regardless of calling party action.

“**ESZ**” means Emergency Services Zone, which is a geographic area served by a Secondary PSAP in the territory of the 9-1-1 Authority.

“**GIS**” means “Geographic Information System”, a system for capturing, storing, displaying, analyzing and managing data and associated attributes which are spatially referenced.

“**NG9-1-1**” means a secure, IP-based, open-standards based system comprised of hardware, software, data, and operational policies and procedures that (1) provides standardized interfaces from emergency call and message services to support emergency communications, (2) processes all types of emergency calls, including voice, text, data, and multimedia information, (3) acquires and integrates additional emergency call data useful to call routing and handling, (4) delivers the emergency calls, messages and data to the appropriate PSAP and other appropriate emergency entities based on the location of the caller, (5) supports data, video, and other communications needs for coordinated incident response and management and (6) interoperates with services and networks used by first responders to facilitate emergency response.

“**Party**” means the OPP or the 9-1-1 Authority, and “Parties” shall mean both of them.

“**PERS**” means “Public Emergency Reporting Service” which is a telecommunications service provided by Bell for the delivery of 9-1-1 calls.

“**PSAP**” means “Public Safety Answering Point” which is the entity responsible for receiving 9-1-1 calls and processing those 9-1-1 calls according to a specific operational policy.

“**Primary PSAP**” means the Primary Public Safety Answering Point serving the 9-1-1 Authority and located at the OPP Provincial Communications Centre (PCC), which is the first point of reception by the OPP of 9-1-1 calls.

“**Secondary PSAP**” means the communication center of a fire, police or ambulance agency, within an ESZ, to which 9-1-1 calls are transferred from the Primary PSAP, and for which the Secondary PSAP is then responsible for taking appropriate action.

“**Selective Routing and Transfer**” means a feature that automatically routes a 9-1-1 call to the appropriate Primary or Secondary PSAP based upon the ALI and ANI of the telephone line from which the 9-1-1 call originates.

2.2 **Severability** - If any term of this Agreement shall be held to be illegal, invalid, unenforceable, null, void or inoperative by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

2.3 **Section Headings** - The section headings contained herein are for purposes of convenience only and

shall not be deemed to constitute a part of this Agreement or affect the meaning or interpretation of this Agreement in any way.

2.4 **Entire Agreement** - This Agreement constitutes the entire agreement of the Parties, with respect to the provision and operation of services as defined hereunder and supersedes any previous agreement whether written or verbal. In the event of a conflict or inconsistency between this Agreement and a tender document such as request for proposals issued by the 9-1-1 Authority for the provision of services as described hereunder or the proposal that the OPP submitted in response to the tender document, this Agreement shall prevail to the extent of the conflict or inconsistency.

2.5 **Amendments** - Any amendments to this Agreement shall be in writing and shall not take effect until approved in writing by both Parties. Either party may make changes to this Agreement with the consent of the other party by appending an amendment signed and dated by both parties reflecting the changes.

3 **NOTICES**

3.1 **Notice** - Any notice required pursuant to this Agreement shall be in writing by mail or by electronic mail to the following addresses:

To the 9-1-1 Authority

The Municipalities of North
and Central Frontenac
c/o Township of Central Frontenac
1084 Elizabeth St., PO Box 89
Sharbot Lake ON K0H 2P0

Email:
treasury@centralfrontenac.com

To the Ontario Provincial Police

Attention: Municipal Policing Bureau

OPP General Headquarters
777 Memorial Avenue Orillia
ON L3V 7V3

Email: OPP.MunicipalPolicing@opp.ca

Or to such other addresses either of the Parties may indicate in writing to the other. Any notice given in

accordance with this Agreement shall be deemed to have been received upon delivery, if delivered by mail or by email, five (5) days after sending.

3.2 **Notices in Writing** - All notices required under this Agreement shall be in writing.

4 **RATES AND METHOD OF PAYMENT**

4.1 The 9-1-1 Authority shall pay the OPP for providing and operating the Primary PSAP as follows:

- (a) **Amount of Annual Rate** - The 9-1-1 Authority shall be charged and shall be required to pay an annual rate of **\$4026.30** based on the residential population served in the geographic territory of the 9-1-1 Authority of 7177 at a per capita cost of \$0.561.
- (b) **Review of Annual Rate** - The annual rate specified in clause (a) shall be reviewed at the end of every calendar year and may be revised by the OPP based on changes to the residential population or changes to costs of labour and equipment. In the event that the residential population of the geographic territory of the 9-1-1 Authority increases or decreases by more than 10% during either the previous year, or cumulatively since the date the Agreement began, the annual rate shall be adjusted accordingly for the following year, and the 9-1-1 Authority shall pay the revised annual rate. The OPP shall determine the residential population using population figures found in the latest version of the Ontario Municipal Directory, or if not found there, then in other recognized sources.
- (c) **Invoices** - The first invoice shall be issued immediately to the 9-1-1 Authority upon the start of the Agreement. The 9-1-1 Authority shall subsequently be invoiced annually at the beginning of each calendar year, and the invoice shall cover the time period for the subsequent calendar year, or portion thereof that this Agreement is in effect.
- (d) **Payments** - Payments invoiced under this Agreement shall be made payable to the Minister of Finance, and payment shall be due no later than thirty (30) days following receipt of the invoice. Any payments which have become due and owing after this time period, in whole or in part, shall bear interest at the rate set by the Minister of Finance from time to time.

5 **RESPONSIBILITIES OF THE OPP**

The OPP shall manage and operate the Primary PSAP and:

5.1 **Personnel** - Staff the Primary PSAP to answer and transfer 9-1-1 calls to the appropriate Secondary PSAP at a level appropriate with the 9-1-1 call volume in the geographic territory of the 9-1-1 Authority.

- 5.2 **Equipment** - Provide, in its operation of the Primary PSAP, terminal equipment which permits the utilization of features provided by Bell Canada to the 9-1-1 Authority consisting of ALI, ANI, Selective Routing and Transfer and Call Control features, as well as equipment to communicate with deaf, hard of hearing, and speech impaired callers.
- 5.3 **Hours** - Operate the Primary PSAP twenty-four (24) hours a day, seven (7) days a week.
- 5.4 **9-1-1 Call Response** - Answer and transfer all 9-1-1 calls received by the Primary PSAP and associated ANI/ALI information, to a designated Secondary PSAP within the proper ESZ, as deemed appropriate by Primary PSAP personnel. This shall include maintaining control of the line upon which each 9-1-1 call is received until the 9-1-1 call is confirmed as being transferred to the appropriate Secondary PSAP or until the 9-1-1 call is terminated.
- 5.5 **Record Retention** - Retain digital voice records of all 9-1-1 calls received at the Primary PSAP, in accordance with OPP policy, and ANI/ALI data for one hundred eighty (180) days from the date such records are created. The OPP is prepared to provide to authorized personnel, certified copies of audio recordings, as it directly pertains to the Primary PSAP for the purposes of civil litigation and/or criminal proceedings provided the request is received no later than five (5) days prior to the end of the retention period of the recordings or records. The OPP shall retain the original recordings or records until the conclusion of any civil or criminal proceedings to which such records relate.
- 5.6 **Backup Primary PSAP** - Provide an operational backup Primary PSAP to which 9-1-1 calls shall be transferred at the discretion of the OPP or Bell Canada in the event that the usual Primary PSAP is unable to receive the 9-1-1 calls.
- 5.7 **Non-English Callers** - Make reasonable efforts to respond to 9-1-1 calls from non-English callers, subject to the OPP's ability to access the services of a third-party provider. The OPP does not warrant that it shall be able to provide services to non-English callers, or that it shall be able to access such services from a third-party provider.
- 5.8 **Reports** - Upon request from the 9-1-1 Authority, or as determined by the OPP in consultation with the 9-1-1 Authority, the OPP shall provide reports which show the overall efficiency of the Primary PSAP in answering 9-1-1 calls, including the volume of 9-1-1 calls.

6 RESPONSIBILITIES OF THE 9-1-1 AUTHORITY

The 9-1-1 Authority shall:

- 6.1 **Payment** - Be responsible for the amount of payment, in the manner, and within the timelines set out in Article 4.0 herein.
- 6.2 **Designate Secondary PSAPs** - Designate Secondary PSAPs that are not OPP Detachments for each

and every ESZ in the geographic territory of the 9-1-1 Authority to which the Primary PSAP shall answer and transfer a 9-1-1 call, and co-ordinate the participation of all such Secondary PSAPs in the manner required by this Agreement.

- 6.3 **Warranty** - Warrant and represent that each Secondary PSAP serving the 9-1-1 Authority is operative twenty-four (24) hours a day, seven (7) days a week, and shall answer and respond to all 9-1-1 calls directed to it from the Primary PSAP.
- 6.4 **Changes** - Notify the OPP in writing immediately upon becoming aware of any changes, including but not limited to changes to NG9-1-1 or any technology in use that shall affect or is likely to affect the services the OPP provides under this Agreement, or of any changes to, or the termination or expiry of any Agreement between the 9-1-1 Authority and Bell Canada related to the services provided hereunder.
- 6.5 **GIS Data Responsibility** – The 9-1-1 Authority shall be solely responsible for GIS data it has provided. The OPP is not responsible for aggregating, creating, maintaining, or updating GIS data on behalf of the 9-1-1 Authority.

7 LIMITATION OF LIABILITY

- 7.1 **Limitation of Liability** - Notwithstanding any other provision in this Agreement, the OPP shall not be responsible or liable for any injury, death or property damage to the 9-1-1 Authority, its employees, subcontractors or agents, or for any claim by any third party against the 9-1-1 Authority, its employees, subcontractors or agents arising from:
- (a) **External Information** - The accuracy or completeness, or lack thereof, of any information the OPP receives from the 9-1-1 Authority, Bell Canada or any other third party, which the OPP relies on in providing services under this Agreement.
 - (b) **Equipment and Services** - Equipment or services provided by any other party (including the failure of any other party to provide equipment or services) which the OPP uses and relies on to provide services under this Agreement including but not limited to:
 - (i) Equipment or services required to transfer services provided under this Agreement from any other party to the OPP,
 - (ii) Services provided to non-English speakers who place 9-1-1 calls,
 - (iii) Services provided by Bell Canada to the 9-1-1 Authority including under PERS or NG9-1-1 and,
 - (iv) Services provided by Secondary PSAPs, which are not part of the OPP.

- (c) **Call Volumes** - The inability of the OPP to respond to 9-1-1 calls due to call volume that exceeds the capacity of the Primary PSAP, including the equipment and personnel who work at the Primary PSAP.

7.2 **Survival** - Section 7.1 shall survive the termination or expiry of this Agreement.

8 COMPLIANCE WITH LAWS AND CONFIDENTIALITY

8.1 **Compliance with Laws** - Both Parties agree to comply with all applicable laws in effect in the Province of Ontario in performing their respective obligations and duties under this Agreement.

8.2 **Confidential Information** - Both Parties agree that except where required by law, or for the purpose of performing duties or obligations under this Agreement, neither Party shall directly or indirectly disclose, destroy, exploit or use, either during or after the term of this Agreement, any confidential information belonging to the other Party, unless the other Party has provided its written consent. Both Parties further agree that when this Agreement terminates or expires, they shall return all confidential information belonging to the other Party.

9 DISPUTE RESOLUTION

9.1 **Dispute Resolution** - Subject to Article 10.0 herein, if any dispute arises between the OPP and the 9-1-1 Authority as to their respective rights and obligations under this Agreement, the Parties may use the following dispute resolution mechanism to resolve such disputes:

- (a) The Unit Commander of the Primary PSAP and a representative of the 9-1-1 Authority herein shall attempt to settle the dispute within fifteen (15) business days of the dispute arising;
- (b) If the Unit Commander of the Primary PSAP and the representative of the 9-1-1 Authority are unable to settle the dispute within fifteen (15) business days of the dispute arising, they shall refer the dispute to the Director. The Director and the representative 9-1-1 Authority shall attempt to resolve the dispute within fifteen (15) business days;
- (c) If the Parties are still unable to resolve the dispute, the Commissioner or the Deputy Commissioner of the OPP and representative of the 9-1-1 Authority agrees to attempt to resolve the dispute within fifteen (15) business days; and,
- (d) If the Parties are still unable to resolve the dispute, each may, with the agreement of the other Party, refer the dispute to arbitration in accordance with the Arbitration Act, 1991, as amended.

10 TERM, TERMINATION AND RENEWAL

- 10.1 **Term** - This Agreement shall come into effect on the date first written above and shall remain in force, subject to either party terminating the agreement as specified in this section.
- 10.2 **Termination** - Either Party to this Agreement may terminate this Agreement without cause and without incurring any liability upon providing one hundred eighty (180) days written notice of termination to the other Party, in which case this Agreement shall terminate one hundred eighty (180) days following the delivery of such notice. Should a notice to terminate be given, the 9-1-1 Authority shall continue to be obligated to pay for the cost of the services described in this Agreement up to and including the date of such termination and the OPP shall continue to be responsible to provide the services described in this Agreement up to and including the date of such termination.
- 10.3 **Immediate Termination** - Either Party may terminate this Agreement immediately without incurring any liability if Bell Canada withdraws offering PERS or any successor technology such as NG9-1-1 to the 9-1-1 Authority or if the Agreement between Bell Canada and the 9-1-1 Authority for the provision of PERS or any successor technology such as NG9-1-1 is terminated or is expired and not renewed.

11 **GENERAL**

- 11.1 **No Waiver** - The failure of a Party to this Agreement to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement.
- 11.2 **Waiver in Writing** - Any waiver by any Party hereto of the performance of any of the provisions of this Agreement shall be effective only if in writing and signed by a duly authorized representative of such Party.
- 11.3 **No Prejudice** - The exercise by any Party to this Agreement of any right provided by this Agreement shall not preclude or prejudice such Party from exercising any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.
- 11.4 **Restructuring** - The 9-1-1 Authority shall notify, and consult with the OPP before the 9-1-1 Authority's boundaries are altered, the 9-1-1 Authority is amalgamated with another 9-1-1 Authority, the 9-1-1 Authority is dissolved or the legal status of the 9-1-1 Authority is subject to other substantive changes.
- 11.5 **Relations** - The Agreement shall not create nor shall it be interpreted as creating any association, partnership, employment relationship or any agency relationship between the Parties.
- 11.6 **Media** - Both Parties agree that they shall not at any time directly or indirectly communicate with

the media in relation to this Agreement unless they first notify the other Party in writing.

- 11.7 **Promotion** - Neither Party shall publicize or issue any publications related to this Agreement unless they first notify the other Party in writing.
- 11.8 **Assignment** - Neither Party shall assign this Agreement or any portion thereof without the prior written consent of the other, which consent may not be arbitrarily withheld.
- 11.9 **Force Majeure** - Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. If a Party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.

IN WITNESS WHEREOF, the **9-1-1 Authority** has affixed its Corporate Seal attested by the signature of its duly authorized signing officer(s), and the Provincial Commander of the OPP has personally signed this Agreement to be effective as of the date set out herein.

The Municipality of North Frontenac

SIGNATURE

Print Name & Title

Date: _____ day of _____, 20__

The Municipality of Central Frontenac

SIGNATURE

Print Name & Title

Date: _____ day of _____, 20__

Ontario Provincial Police (OPP)

Provincial Commander

Print Name

Date: _____ day of _____, 20__

SCHEDULE "A"

BYLAWS

Attached to and forming part of the Agreement between

HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the
MINISTER OF THE SOLICITOR GENERAL
on behalf of the **ONTARIO PROVINCIAL POLICE**

And

The Municipalities of North and Central Frontenac

**PLACEHOLDER
NORTH FRONTENAC BY-LAW**

**PLACEHOLDER
CENTRAL FRONTENAC BY-LAW**

The Corporation of the Township of North Frontenac

By-law #2024-71

Being a By-law to Appoint an Alternate Community Emergency Management Coordinator

Whereas Section 2(1) of the Emergency Management and Civil Protection Act R.S.O 1990 requires every municipality to develop and implement an Emergency Management Program; and that every Council shall adopt the Emergency Management Program;

And Whereas Ontario Regulation 380/04 sets standards for a Municipality's Emergency Management Program;

And Whereas Council deems it expedient to appoint an Alternate Community Emergency Management Coordinator;

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

1. **That** Brooke Drechsler be hereby appointed as the Alternate Community Emergency Management Coordinator for the Township of North Frontenac to fulfill the duties of the Community Emergency Management Coordinator in the absence of the Community Emergency Management Coordinator.

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 its final passing.

Read a first and second time this 22nd day of November 2024.

Read a third time and finally passed this 22nd day of November 2024.

Gerry Lichty, Mayor

Tara Mieske, Clerk

The Corporation of the Township of North Frontenac

By-law #2024-72

Being a By-law to authorize the Mayor and the Clerk to Sign an Agreement with By-Town Motorcycle Association (BMA) to Honour the Ontario Federation of Trail Riders (OFTR) Trail Pass for use of Crown Roads included in the Township Land Use Permit for the 2025 Season

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 Agreement with By-Town Motorcycle Association to honour the Ontario Federation of Trail Riders Trail Pass for use of Crown Roads included in the Townships Land Use Permit for the 2025 season and that said Agreement shall be attached heretofore as Schedule A;

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

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

Read a first and second time this 22nd day of November 2024.

Read a third time and finally passed this 22nd day of November 2024.

Gerry Lichty, Mayor

Tara Mieske, Clerk



6648 Road 506, Plevna, Ontario K0H 2M0
 Tel: (613) 479-2231 or 1-800-234-3953, Fax: (613) 479-2352
<https://www.northfrontenac.com>

This Agreement is made the 22nd Day of November, 2024

Between:

The Corporation of the Township of North Frontenac

hereinafter called the "Township"
 OF THE FIRST PART

and –

By-Town Motorcycle Association

hereinafter called the "BMA"
 OF THE SECOND PART

Whereas the Township, through its Crown Land Stewardship Program offers for sale Road Permits for use of specified Crown Roads in North Frontenac, in accordance with a Land Use Permit (LUP) with the Ministry of Northern Development, Mines, Natural Resources and Forestry (MNDMNRF);

And Whereas the Township agrees to honour the Ontario Federation of Trail Riders (OFTR) Trail Pass for use of these Crown Roads throughout the 2025 season;

And Whereas the BMA agrees to provide the Township a 2025 contribution of \$6,500;

And Whereas the BMA agrees that no signage will be permitted to be installed on the Crown Roads within the North Frontenac Parklands in 2025;

And Whereas the BMA agrees to provide the Township with proof of insurance and all other required documentation;

Now this Agreement witnesseth that in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The Township shall honour the OFTRs 2025 Trail Pass for use of the Crown Roads within the North Frontenac Parklands, as reflected in the Township's 2025 LUP with the MNMNR, throughout the 2025 season.
2. The term of this Agreement shall be from April 1, 2025 – November 15, 2025.
3. The BMA shall pay the Township \$6,500 prior to March 31, 2025.
4. The BMA covenants and agrees with the Township that it shall not post any signs of any type on any Crown Roads within the North Frontenac Parklands within 2025. The BMA shall maintain in force at all times during the term of this Licence, at the Licensee's expense and in the names of the Licensee and the Municipality, coverage for legal liability for bodily injury, death or property damage in an amount of not less than five million dollars, and to provide the Municipality with proof of such insurance upon entering into the Agreement.
5. The BMA shall indemnify the Township and save it harmless from any and all losses or claims, actions, demands, liabilities and expenses (including, without limitation, legal fees) in connection with loss of life, personal injury and/or damage to or loss of property: (a) to the extent caused by any negligent act or omission of the BMA or anyone for whom it is responsible at law; or (b) arising from any breach by the BMA of any provisions of this Contract. The foregoing indemnity shall survive the termination of this Contract notwithstanding any provision to the contrary.
6. This Agreement may be cancelled at any time by either party with thirty (30) days written notice.
7. Any notice required or permitted to be given by one party to the other pursuant to the terms of this Agreement may be given:

To the BMA:

By-Town Motorcycle Association
c/o Ryan Lariviere
5951 Pineglade Crescent
Orleans, ON K1W 1G9

To the Township of North Frontenac:

The Corporation of the Township of North Frontenac
Attention: Chief Administrative Officer
6648 Road 506
Plevna, Ontario K0H 2M0

This Agreement sets out all of the terms and conditions that have been agreed to between the Township and the BMA, and supersedes any previous agreements, verbal or written, that may otherwise exist between them concerning the subject matter of this Agreement.

2 of 3
2025 Agreement between the Township of North Frontenac and the BMA
November 22, 2024

- 8. This Agreement shall not be assigned by either party without the prior written consent of the other party, which consent may be unreasonably withheld.
- 9. This Agreement shall be binding on and ensure to the benefit of the parties and their respective personal representatives, successors and assigns.

In Witness whereof the Parties have signed this Agreement as at the date first set out above.

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

Gerry Lichty, Mayor

Tara Mieske, Clerk

We have the authority to bind the corporation

By-Town Motorcycle Association

Signed by:
Signature: 
F7FDEBB4023F42C...

Name & Title Ryan Lariviere Land use chair

Signed by:
Signature: 
4C612F82131A47E...

Name & Title Andrew Jayne Mr

We have the authority to bind the corporation.

The Corporation of the Township of North Frontenac

By-law # 2024-73

Being a By-law to Amend Schedule “C” Part 1 of By-law #60-17 the Waste Disposal By-law for the Township of North Frontenac

Whereas the Council of Corporation of the Township of North Frontenac deems it expedient to amend By-law #60-17 the Waste Disposal By-law for the Township of North Frontenac;

And Whereas Schedule “C” provides the Recycling Policy and lists the materials accepted for recycling at the waste transfer area of designated Waste Disposal Sites;

Now Therefore Be It Resolved That Council enacts as follows:

1. **That** Schedule “C” Part 1 be amended as follows by deleting the following:
 - Plastic shopping bags (Film #4)* (All bags shall be clean, containing no labels, paper receipts or flyers and all plastic bags shall be stuffed into one clear bag).
 - Heavy plastic wrap* from salt bags, pop/water case wrap etc., (clean - absolutely no residue).
 - Polystyrene* take-out containers (cups, bowls and plates), meat and bakery trays, egg cartons etc., (All items shall be clean – absolutely no food residue).
 - Styrofoam* packaging from household appliances, electronics etc. to be placed separately in clear bags.
2. **That** all Resolutions, By-laws or parts of By-laws, which are contrary to or inconsistent with this By-law, are hereby repealed;
3. **That** this By-law shall come into force and take effect on the date of its final passing.

Read a first and second time this 22nd day of November 2024.

Read a third time and finally passed this 22nd day of November 2024.

Gerry Lichty, Mayor

Tara Mieske, Clerk

The Corporation of the Township of North Frontenac

By-law # 2024-74

Being a By-law to Amend Part 1.0 and Part 2.0 Schedule “A” of By-law #84-22 the Emergency Management Program for the Township of North Frontenac

Whereas the Council of Corporation of the Township of North Frontenac deems it expedient to amend By-law #84-22 the Emergency Management Program for the Township of North Frontenac;

And Whereas Part 1.0 of the Emergency Plan provides that the Emergency Management Program Committee is made up of the following members:

Mayor
Chief Administrative Officer (CAO)
Community Emergency Management Coordinator (CEMC)/Fire Chief
Manager of Public Works
Treasurer
Clerk/Planning Manager
Manager of Community Development
Deputy Mayor

And Whereas Schedule “A” Part 2.0 Emergency Control Group (ECG) – Membership & Implementation provides the ECG is made up of the following members:

Mayor
Chief Administrative Officer (CAO)
Community Emergency Management Coordinator (CEMC)/Fire Chief
Manager of Public Works
Emergency Information Officer – CAO Executive Assistant
Clerk/Planning Manager
Treasurer
Manager of Community Development

Now Therefore Be It Resolved That Council enacts as follows:

1. **That** Schedule “A” Part 1.0 Emergency Management Program Committee be amended to include the Alternate Community Emergency Management Coordinator.

2. **That** Schedule “A” Part 2.0 Emergency Control Group (ECG) – Membership & Implementation be amended to include Alternate Community Emergency Management Coordinator.
3. **That** all Resolutions, By-laws or parts of By-laws, which are contrary to or inconsistent with this By-law, are hereby repealed;
4. **That** this By-law shall come into force and take effect on the date of its final passing.

Read a first and second time **November 22, 2024**.

Read a third time and finally passed this **November 22, 2024**.

Gerry Lichty, Mayor

Tara Mieske, Clerk

The Corporation of the Township of North Frontenac

By-law #2024-75

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 November 22, 2024

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 November 22, 2024, 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 November 22, 2024, 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 November 22, 2024, 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 **22nd of November, 2024.**

Read a third time and finally passed this **22nd of November, 2024.**

Gerry Lichty, Mayor

Tara Mieske, Clerk