

## Regular Council Agenda

9:00 AM - Friday, January 31, 2025

Council Chambers

[Zoom Meeting Registration](#)

### 1. Call to Order

- a) Public Notice regarding Recording of Meetings 9  
[Recorded Meetings - Notice to Public](#)

### 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) January 31, 2025

**Be It Resolved That** Council approves the Agenda for the Regular Meeting of Council dated January 31, 2025, as circulated.

### 4. Disclosure of Pecuniary Interest and General Nature Thereof

### 5. Business Profile

- a) Nowell Motors 10

**Be It Resolved That** Council receives for information the Business Profile of Nowell Motors provided by the Economic Development Task Force (EDTF).

[Nowell Motors](#)

### 6. Presentations

- a) Sarah McCullough, Youth Program Supervisor, Rural Frontenac Community Services 11 - 16

**Be It Resolved That** Council receives for information the presentation from Sarah McCullough, Youth Program Supervisor, Rural Frontenac Community Services, providing an overview of their Services and Programs; and thanks her for her time spent today;

**And That** Council has included \$6,000 to assist with funding the Youth Program in the 2025 budget.

[Youth Services Presentation](#)

- b) Eric Kohlsmith, Septic Inspector, Mississippi Rideau Septic System Office - 2023 Re-Inspection Results 17 - 22

**Be It Resolved That** Council receives for information the presentation from Eric Kohlsmith, Mississippi Rideau Septic System Office, regarding 2023 Re-Inspection Results; and thanks him for his time spent today.

[Septic Presentation](#)

- c) Public Works Manager: 2024 Septic Re-Inspection Program and Proposed Program for 2025 23 - 47

**Be It Resolved That** Council receives for information the Public Works Manager's Administrative Report entitled "2024 Septic Re-Inspection Program and Proposed Program for 2025";

**And That** Council approves the continuation of a voluntary Septic Re-Inspection Program, in partnership with the Mississippi Rideau Septic System Office (MRSSO) for the 2025 season;

**And That** Council approves the Public Works Manager (PWM) signing the 2025 Agreement with MRSSO for septic re-inspection services on behalf of the Township;

**And That** Council instructs the PWM to place a copy of the 2024 Sewage System Re-inspection Program Report on the Township's Website.

**And That** staff shall assist MRSSO to arrange presentations for lakes involved in the 2025 program.

[2024 Septic Re-Inspection Program and Proposed Program for 2025 - Pdf](#)

## 7. Delegations

Joe and Christina Kearns: Sunday Lake Cell Tower

- a) Christina Kearns and Joe Clayton: Concerns regarding Sunday Lake Cell Tower 48

**Be It Resolved That** Council receives for information the outline of concerns regarding the Sunday Lake Cell Tower from Christine Kearns and Joe Clayton; and thanks them for their time spent today.

[Delegation - Sunday Lake Cell Tower](#)

## 8. Adoption of Minutes

- a) Minutes of the Meeting(s) to be adopted by Council 49 - 56

**Be It Resolved That** Council adopts the Minutes of a Meeting held January 10, 2025, as circulated.

[Regular Council - 10 Jan 2025 - Minutes - Pdf](#)

## 9. Business Arising Out of Minutes

- a) 2025 Earth Day Event 57 - 58

**Whereas** at the meeting held March 15, 2024, Council received for

information the Public Works Manager's Administrative Report entitled "Land O' Lakes Garden Club Proposed Earth Day Event"; and that the Township has an Adopt-a-Road Policy for events that include litter pickup along Township Roads;

**And Whereas** the event proposed by the Land O' Lakes Garden Club is large in scope and beyond the scope of the Township's Adopt-a-Road Policy;

**And Whereas** there was potential liability and insurance concerns for the Township due to the scope of the proposed event; a Memorandum of Understanding (MOU) was required providing that the Garden Club, in their leadership role, would oversee the event, be responsible for and provide proof of insurance for the event and all volunteers, indemnify the Township and commit to all safety provisions;

**Now Therefore Be It Resolved** That Council receives for information an email dated January 24, 2025, from the Public Works Manager (PWM) advising the Land O' Lakes Garden Club is proposing to host an Earth Day Clean Up Event on Saturday April 26th; and that the scope of the event remains the same as last year;

**And That** the PWM proposes the Township enter into a similar MOU with the Land O' Lakes Garden Club with some minor amendments;

**And That** Council approves of entering into an MOU with Land O' Lakes Garden Club, and directs the CAO to sign the MOU.

[Resolution #102-24](#)

[Email from PWM](#)

## 10. Communications

- a) Clerk's Administrative Report - Communications 'A' Section 59

**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. Snow Road Community Association re: Request for Generator for Snow Road Hall 60

**Be It Resolved That** Council receives for information an email dated December 27, 2024, from the Snow Road Community Association, requesting a permanent generator be installed at Snow Road Community Hall, as the hall has been used as an Emergency Centre in the past; and that the Association has designated \$3500 as their contribution to the project;

**And That** the Manager of Community Development advised the former Fire Chief was unsuccessful in receiving a grant for the installation of a generator, with the estimated cost (at that time) being \$13,650 + HST;

**And That** Council requests the Manager of Community Development watch for any grant opportunities;

**And That** Council will consider this request during the 2026 Budget

deliberations.

[B1](#)

- B2. John Inglis, Resident re: Donation of Benches for use at Clar-Mill Hall 61

**Be It Resolved That** Council receives for information the email dated January 22, 2025 from John Inglis wanting to donate three (3) wooden benches for the Clar-Mill Hall;

**And That** Council thanks John for the generous donation of three (3) wooden benches to be used at the Clar-Mill Hall.

[B2](#)

## 11. Council, CAO, and Managers' Administrative Reports

- a) Chief Administrative Officer: Complaint Files - 2024 Annual Report 62 - 63

**Be It Resolved That** Council receives the Chief Administrative Officer's Administrative Report entitled "Confidential Complaint Files - 2024 Annual Report" for information purposes.

[Complaint Files - 2024 Annual Report - Pdf](#)

- b) Clerk/Planning Manager: Shore Road Allowance Application for Approval in Principle – Williams 64 - 66

**Be It Resolved That** Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Shore Road Allowance Application for Approval in Principle – Williams";

**And That** Council approves in principle the Application to close, stop up and sell the Shore Road Allowance as described as Part of the Shore Road Allowance lying adjacent to Lot 277, Plan 1044, geographic Township of Barrie (Kashwakamak Lake), shown as Part 3 on Registered Plan 13R-22146.

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

- c) Clerk/Planning Manager: Updates to the Township's Policy for Sale and Disposition of Land By-law 67 - 83

**Be It Resolved That** Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Updates to the Township's Policy for Sale and Disposition of Land By-law";

**And That** Council will consider a By-law later in the meeting to adopt the updated policy and repeal By-law #20-23.

[Updates to the Township's Policy for Sale and Disposition of Land By-law - Pdf](#)

- d) Director of Emergency Services/Fire Chief: Changes To Provincial Ambulance Dispatch Protocol: Transition From Dispatch Priority Card Index. Version 2 (DPCI II) To Medical Priority Dispatch System (MPDS) 84 - 85

**Be It Resolved That** Council receives the Director of Emergency Service/Fire Chief's Administrative Report entitled, "Changes To

Provincial Ambulance Dispatch Protocol: Transition From Dispatch Priority Card Index. Version 2 (DCPI II) To the Medical Priority Dispatch System” for information purposes;

**And That** Council directs the DESFC to monitor medical response services in North Frontenac and provide an update, including any recommendations, at a future Council meeting.

[Changes To Provincial Ambulance Dispatch Protocol: Transition From Dispatch Priority Card Index. Version 2 \(DPCI II\) To Medical Priority Dispatch Syst - Pdf](#)

- e) Manager of Community Development: UV System at Ompah Community Hall and Fire Hall 86

**Be It Resolved That** Council receives for information the Manager of Community Development’s (MCD) Administrative Report entitled “UV System at Ompah Community Hall and Fire Hall ”;

**And That** Council instructs the Treasurer to transfer the UV system cost of \$6,016.00 + HST from the Community Hall – Sustainability TCA Reserve Fund.

[UV System at Ompah Community Hall and Fire Hall - Pdf](#)

- f) Manager of Community Development: Rental Agreement with the First Resource Management Group Inc. (Mazinaw-Lanark Forest Inc.) for Rental of Office Space at the Barrie Community Hall 87 - 90

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

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

[Rental Agreement with the First Resource Management Group Inc. \(Mazinaw-Lanark Forest Inc.\) for Rental of Office Space at the Barrie Community Hall - Pdf](#)

- g) Manager of Community Development: Community Improvement Plan (CIP) - Information Report 91 - 121

**Be It Resolved That** Council receives for information the Manager of Community Development's Administrative Report entitled "Community Improvement Plan (CIP) - Information Report";

**And That** Council directs the Manager of Community Development to work with the County of Frontenac Planners and Economic Development Task Force on a CIP amendment for Council's consideration to come into place January 1, 2026.

[Community Improvement Plan \(CIP\) - Information Report - Pdf](#)

- h) Manager of Community Development: Community Hall Rentals - New Online Booking System Update 122 - 124

**Be It Resolved That** Council receives for information the Manager of Community Development's Administrative Report entitled "Community Hall Rentals - New Online Booking System - Update".

[Community Hall Rentals - New Online Booking System Update - Pdf](#)

- i) Public Works Manager: Boundary Road By-law and Agreement - Matawatchan Road 125 - 127

**Be It Resolved That** Council receives for information the Public Works Manager's Administrative Report entitled "Boundary Road By-law and Agreement - Matawatchan Road";

**And That** the Township of North Frontenac acknowledges that Matawatchan Road, from civic address #1654 to #2321 being a length of 3.1 km, is a Road having Joint Jurisdiction between the Township of Greater Madawaska and the Township of North Frontenac;

**And That** Section 29 of the Municipal Act, 2001 states that municipalities on either side of a boundary line have joint jurisdiction over any highways forming the boundary line;

**And That** Section 27(2) of the Municipal Act, 2001 requires municipalities to pass by-laws in respect of highways for which they share joint jurisdiction;

**And That** a By-law will be presented later in the meeting for Council's consideration addressing the joint jurisdiction section of Matawatchan Road and a maintenance Agreement with the Township of Greater Madawaska.

[Boundary Road By-law and Agreement - Matawatchan Road - Pdf](#)

- j) Public Works Manager: Update Regarding Arcol Road Bridge and Pine Lake Culvert / Funding Request 128 - 130

**Be It Resolved That** Council receives the Public Works Manager's (PWM) Administrative Report entitled "Update Regarding Arcol Road Bridge and Pine Lake Culvert / Funding Request" for information purposes;

**And That** Council approve the proposed staging plan (intermittent closures) for the Arcol Road Bridge rehabilitation;

**And That** Council approve the proposed closure plan for the Pine Lake culvert replacement on Ardoch Road;

**And that** Council approve a sole source consultant assignment for the Greer Galloway Group to provide engineering services for the Pine Lake culvert replacement;

**And that** Council approve funding for the Pine Lake Culvert replacement to be transferred from the Infrastructure Sustainability Tangible Capital Asset Reserve Fund with a projected year-end balance per the 2025 approved budget of \$2,053,658.

[Update Regarding Arcol Road Bridge and Pine Lake Culvert / Funding Request - Pdf](#)

- k) Public Works Manager and Clerk/Planning Manager: K & P Trail 131 - 144

Revised Agreement with the County of Frontenac

**Be It Resolved That** Council receives for information the Public Works Manager and Clerk/Planning Manager's Administrative Report entitled "K & P Trail Revised Agreement with the County of Frontenac";

**And That** Council declares the following PINS as surplus and authorizes the Mayor and Clerk to sign the Transfer for the following once prepared by the Solicitor:

PIN 36209-0012;

PIN 36209-0030, subject to an easement for access for waste site monitoring; and

PIN 36209-0231

**And That** Council authorizes the Mayor and Clerk to sign the Agreement as drafted once the Transfers noted above are complete.

[K & P Trail Revised Agreement with the County of Frontenac - Pdf](#)

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

- a) Economic Development Task Force 145 - 149

**Be It Resolved That** Council receives for information the Notes of a meeting of the Economic Development Task Force (EDTF) held January 20, 2025;

**And That** Council instructs the Clerk/Planning Manager to send the April 25, 2025 North Frontenac Business Dinner & Forum Invitation to local MP and MPP on behalf of Council and the EDTF.

[Economic Development Task Force - 20 Jan 2025 - Minutes - Pdf](#)

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

**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. 150 - 151  
The Councillor may provide a verbal report for information purposes.

[Council Portfolios 2022-2026](#)

**16. Introduction and Reading of By-laws**

- a) By-law(s) to be Considered: 152 - 168

**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:

- #2025-04 Policy for the Sale and Disposition of Land;
- #2025-05 To Sign Agreement with Greater Madawaska - Matawatchan Road
- #2025-06 To Sign Lease Agreement with Frontenac Resource

Management Group

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

[2025-04 To Adopt Policy for Sale and Disposition of Land](#)

[2025-05 To Sign Agreement with Greater Madawaska - Matawatchan Road](#)

[2025-06 To Sign Lease Rental Agreement with FRMG](#)

## 17. Public Forum

## 18. Closed Session

- a) Closed Meeting of Council

**Be It Resolved That** Council retires to Closed Session at \_\_\_\_ .m. to:

- a. Adopt Closed Minutes of a meeting held January 10, 2025;
- b. To Discuss Security of the Property of the Municipality or Local Board; and
- c. To Receive Advice that is subject to Solicitor-Client Privilege, including communications necessary for that purpose with respect to a Public Notification Process.

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

## 20. Confirmatory By-law

- a) Confirming By-law #2025-07 169

**Be It Resolved That** By-law #2025-07, being a By-law to confirm all actions and proceedings of Council for its Regular Meeting held January 31, 2025 be read a first, second, and third time and finally passed.

[2025-07 Confirming By-law](#)

## 21. Adjournment

- a) Adjournment of Meeting

**Be It Resolved That** Council adjourns the Meeting at \_\_\_\_ .m. until February 21, 2025 or at the call of the Chair.



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

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

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

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

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

# NOWELL MOTORS Ltd

Nowell Motors has been a thriving Automotive Service & Sales business for over 50 years. In the early years Eric Nowell owned and operated the business in the Hamlet of Harlowe, Barrie Township with his son John apprenticing under him. They expanded the business on a larger piece of property in Cloyne in 1981, still in Barrie Township now the Township of North Frontenac and haven't looked back. This provided more space for repairs and selling vehicles as well as 24hr towing.

In 1982 Eric passed away suddenly and John took over the business keeping it in the family, which it still is today. In 1989 John and Eleanor decided to expand again and built a new building on the property. The expansion added the Arctic Cat Snowmobile Dealership, Small Engine Sales & Service and Fuji 1 Hour Photofinishing until the digital age when film was no longer used. Arctic Cat ATV's, side by sides and Echo Dealership were added later. This has kept their business quite busy as a vital part of the local community and employs 5-7 staff members, 3 of which are Licensed Technicians from the local area. Nowell Motors Ltd welcomes you to stop in to learn more about what they have to offer or check out their website.

14165 Highway 41, Cloyne, ON  
<https://www.nowellmotorsltd.ca/>  
[nowellmotors@gmail.com](mailto:nowellmotors@gmail.com)  
613-336-2547





# Rural Frontenac Community Services Youth Program

Enabling Youth to Live Rural  
Life to its Fullest



1



## Who We Are

We strive to provide programs so all youth have the opportunity to grow into young adults that are healthy, successful and engaged in their community.

We work to engage youth in their community by removing barriers such as fees and transportation.

2



# OUR SERVICES AND PROGRAMS

*Rural Frontenac Community Services Youth Program offers a variety of programs for youth ages 6-21*

- Rural Frontenac Kids Club
- Babysitters and Home Alone Courses
- March Break and Summer Camps
- Rural Frontenac Youth Hub
- Rural Youth Outreach Worker
- Volunteer Opportunities
- Clothes for Kids/ Warm Feet Project
- Back to School Backpack Program

3

## Kids Club Overview

Kids Club Runs 1 night a week for 2 hours at the following locations:

- Monday Night Granite Ridge Education Centre (grades 4-8)
- Tuesday Night Clarendon Central P.S. (grades 1-6)
- Wednesday Night Land O'Lake P.S. (grades 4-8)
- Friday Night The Child Centre (grades 1-4)

Our staff come prepared with games, crafts and sometimes healthy emotions or self-care activities for the youth to participate in.

North Frontenac provides \$6,000 for Kids Club



4

# KIDS CLUB IN NORTH FRONTENAC



- We offered weekly Kids Club programming to youth attending Clarendon Central P.S
- We were full for the 2023/24 school year with 15 participants. We currently have 11 youth participants registered for the 2024/25 school year.
- Kids Club has been running at Clarendon Central P.S. since 2010

5

## LEADERSHIP PROGRAMS

- Leadership initiatives are an integral component of the youth program
- We worked with our Youth staff and volunteers to come up with program ideas and generate opportunities for youth to earn volunteer hours.
- We hire local youth to work at Kids Club-many whom were participants themselves- providing first job experiences in their community.
- We offered 2 babysitters courses in 2024. We had 24 youth complete the course, 3 participants were from North Frontenac .



6



## Summer Programming

We offered:

- A seven week day camp with a max of 20 youth registered for each week. We were full the entire summer.
- Bi-weekly Junior Campers days for ages 4-6.
- Bi-weekly Junior hub days for youth in grades 6-8.

7



## Rural Frontenac Youth Hub

- The Youth Hub is a bi-weekly drop-in at The Centre (across from the RBC bank) in Sharbot Lake for high school aged youth.
- Youth participate in making food and playing games. Youth can also receive homework help or just hang out.
- Youth attending can connect with the Staff and be connected to other services such as counselling.

8

## FUNDING

*Rural Frontenac Community Services is grateful for the \$6,000 in funding from North Frontenac Township for our Kids Club programming.*



9

## 2025 Budget

### Expenses for Kids Club in North Frontenac Township

|                      |                             |
|----------------------|-----------------------------|
| • Supervisor         | \$1,250                     |
| • Kids Club Staffing | \$5,094 (based on 38 weeks) |
| • Program Supplies   |                             |
| • Food Costs         | \$500 (\$50/ month)         |
| • Transportation     | \$1,000 (\$100/ month)      |
| <hr/>                |                             |
| Total:               | \$7844 (86km return)        |

**Request for funding from North Frontenac Township: \$6,000**

*\*The difference is funded by fundraising and donations*



10

## Other Funding

In addition to our municipal funding, we also fundraise to support our youth programs.

- For the 2025, the following grants have been approved,
  - Bridging the Gap for Rural Youth (BGRY) program through United Way has been approved for 3 years.
  - Central Frontenac Township for 3 Kids Club locations.

11

## STAFF

**Youth Program Supervisor**  
Sarah McCullough sarahm@rfcs.ca

**Youth Program Assistant**  
Jessica Quinn

**Executive Director**  
Louise Moody louisem@rfcs.ca

Visit us at [www.rfcs.ca](http://www.rfcs.ca) or like our youth program on Facebook at Rural Frontenac Youth Events

12

# 2023 Re-Inspection Results






1

| Lake          | #         |   |
|---------------|-----------|---|
| Brule         | 10        | 58% of waterfront property owners were on-site to receive information regarding the maintenance and operation of their sewage system; |
| Little Green  | 6         |   |
| Mississagagon | 7         | 17 systems were identified as having no concern, 10 systems requiring remedial work and 4 systems required replacement.               |
| Sand          | 8         |   |
| <b>Total</b>  | <b>31</b> |   |



## Participation

2



# 1970/80 Advance Treatment System

3

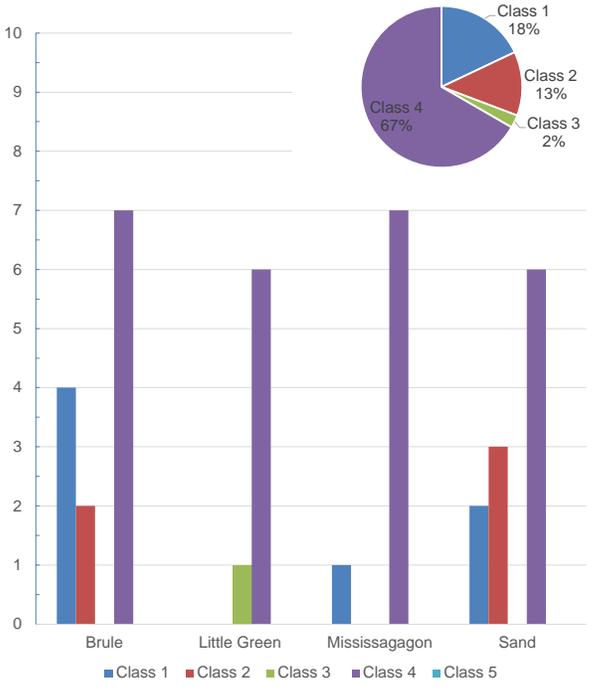
## Types of Systems

Class 1
• 7

Class 2
• 5

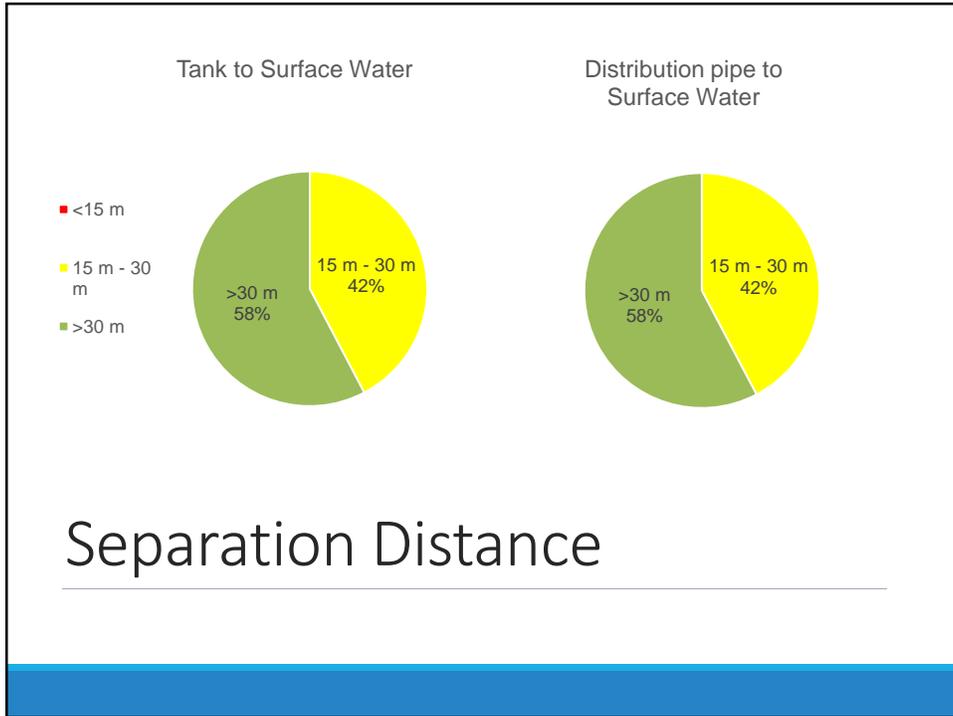
Class 3
• 1

Class 4
• 26

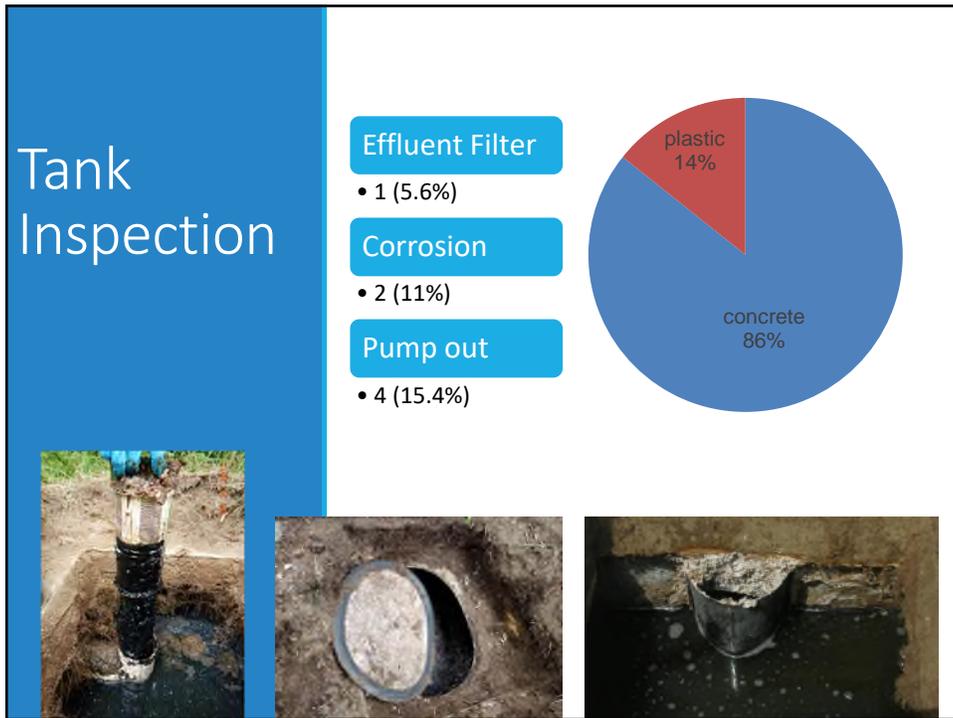


| Location      | Class 1 | Class 2 | Class 3 | Class 4 | Class 5 |
|---------------|---------|---------|---------|---------|---------|
| Brule         | 4       | 2       | 0       | 7       | 0       |
| Little Green  | 0       | 0       | 1       | 6       | 0       |
| Mississagagon | 1       | 0       | 0       | 7       | 0       |
| Sand          | 2       | 3       | 0       | 6       | 0       |

4



5



## System Status – at the time of Inspection

- No Concern**
  - No operational and/or maintenance issues identified.
- Remedial Work**
  - Operational and/or maintenance issues were identified.
- More Information Required**
  - One or more questions arose regarding the system(s)
- System Replacement**
  - On-site system was not being maintained or operated properly and was posing or could pose a risk to human health and/or the environment.

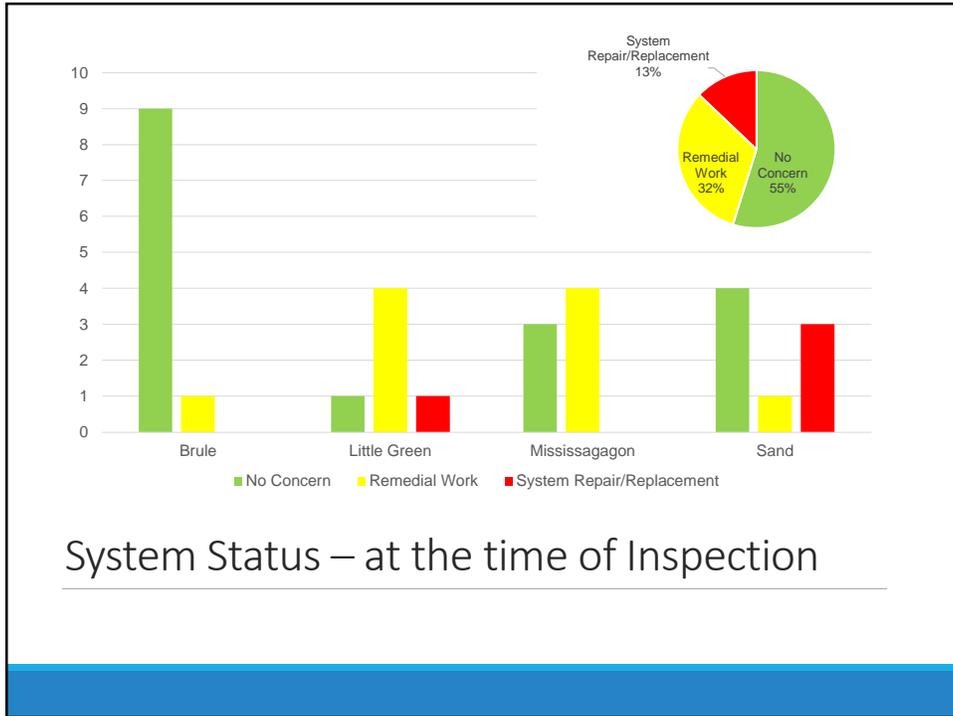


7

## Failed System: Greywater to the Surface



8



9

| Item                | Number of Systems |
|---------------------|-------------------|
| Pump out            | 4                 |
| Baffles maintenance | 6                 |
| Remove roots        | 1                 |
| Vegetation issues   | 5                 |
| Effluent Level      | 1                 |
| Monitor Corrosion   | 2                 |
| <b>Total</b>        | <b>19</b>         |

\*note, some systems have more than one maintenance issue.

## System Deficiencies

10

Thank you

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SEPTIC SYSTEM OFFICE

c/o Mississippi Valley Conservation  
10970 Highway 7, Carleton Place, ON K7C 3P1  
tel 613-253-0006 ext. 254 cell 613-913-7570 fax 613-253-0122  
ekohlsmith@mvc.on.ca

**Eric Kohlsmith**  
Septic Inspector



**To:** Mayor and Members of Council  
**From:** Darwyn Sproule, Public Works Manager, P. Eng.  
Laura Manion, Public Works Administrative Assistant  
**Approved by:** Corey Klatt, Chief Administrative Officer  
**Date of Meeting:** 31 Jan 2025  
**Re:** 2024 Septic Re-Inspection Program and Proposed Program for 2025

### Recommendation:

**Be It Resolved That** Council receives for information the Public Works Manager's Administrative Report entitled "2024 Septic Re-Inspection Program and Proposed Program for 2025";  
**And That** Council approves the continuation of a voluntary Septic Re-Inspection Program, in partnership with the Mississippi Rideau Septic System Office (MRSSO) for the 2025 season;  
**And That** Council approves the Public Works Manager (PWM) signing the 2025 Agreement with MRSSO for septic re-inspection services on behalf of the Township;  
**And That** Council instructs the PWM to place a copy of the 2024 Sewage System Re-inspection Program Report on the Township's Website.  
**And That** staff shall assist MRSSO arrange presentations for Lakes involved in the 2025 program.

### Background:

Starting in 2005, the Mississippi Rideau Septic System Office (MRSSO) provided a voluntary Septic Re-Inspection Program to North Frontenac Residents. This program provides septic inspections and education to residents residing on or around water bodies in North Frontenac Township.

On January 12, 2024 Council passed Resolution #6-24

**Be It Resolved That** Council receives for information the Public Works Managers Administrative Report entitled "2023 Septic Re-Inspection Program and Proposed Program for 2024";  
**And That** Council approve the continuation of a voluntary Septic Re-Inspection Program, in partnership with the Mississippi Rideau Septic System Office (MRSSO) for the 2024 season;  
**And That** Township staff will assist MRSSO arrange presentations regarding septic system operation and maintenance, for Lake Associations participating in the 2024 program;  
**And That** Council approves the Public Works Manager (PWM) signing the 2024 Agreement with MRSSO for septic re-inspection services on behalf of the Township;  
**And That** Council instructs the PWM to place a copy of the 2023 Sewage System Re-inspection Program Report on the Township's Website;  
**And That** if an Environmental Task Force is created in accordance with the proposed Strategic Plan, the mandate will include reviewing the feasibility of a potential limited mandatory inspection program for consideration by Council.

### Researched By:

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

## Comments:

Earlier in the meeting, Mr. Eric Kohlsmith from MRSSO presented details regarding the 2024 season and summary of the 2024 Septic System Re-inspection Program Report (copy attached).

Briefly, the 2024 sewage system re-inspection program mailed out 268 property owner packages for the voluntary program. The program completed 31 re-inspections, being a slight drop from 35 in 2023. Re-inspections were conducted on 4 lakes – Brule, Little Green, Mississagagon and Sand Lakes.

| Lake Name     | Number of Inspections |
|---------------|-----------------------|
| Brule         | 10                    |
| Little Green  | 6                     |
| Mississagagon | 7                     |
| Sand          | 8                     |

Approximately 55% of systems inspected had no sewage system concerns. Interaction with property owners during the re-inspection was very positive with 58% of owners being present during the re-inspection.

Recommendations identified during the re-inspection program include:

- Continue with a re-inspection program.
- Send out Owner Packages earlier in the season - April / May.
- With the assistance of Township staff – arrange presentations for Lake Associations involved in the 2025 program.

## Financial Impact:

The voluntary septic re-inspection program's budget has been approved at \$5,000 for 2025. The actual cost for 2024 was \$4,800.

## Strategic Implications:

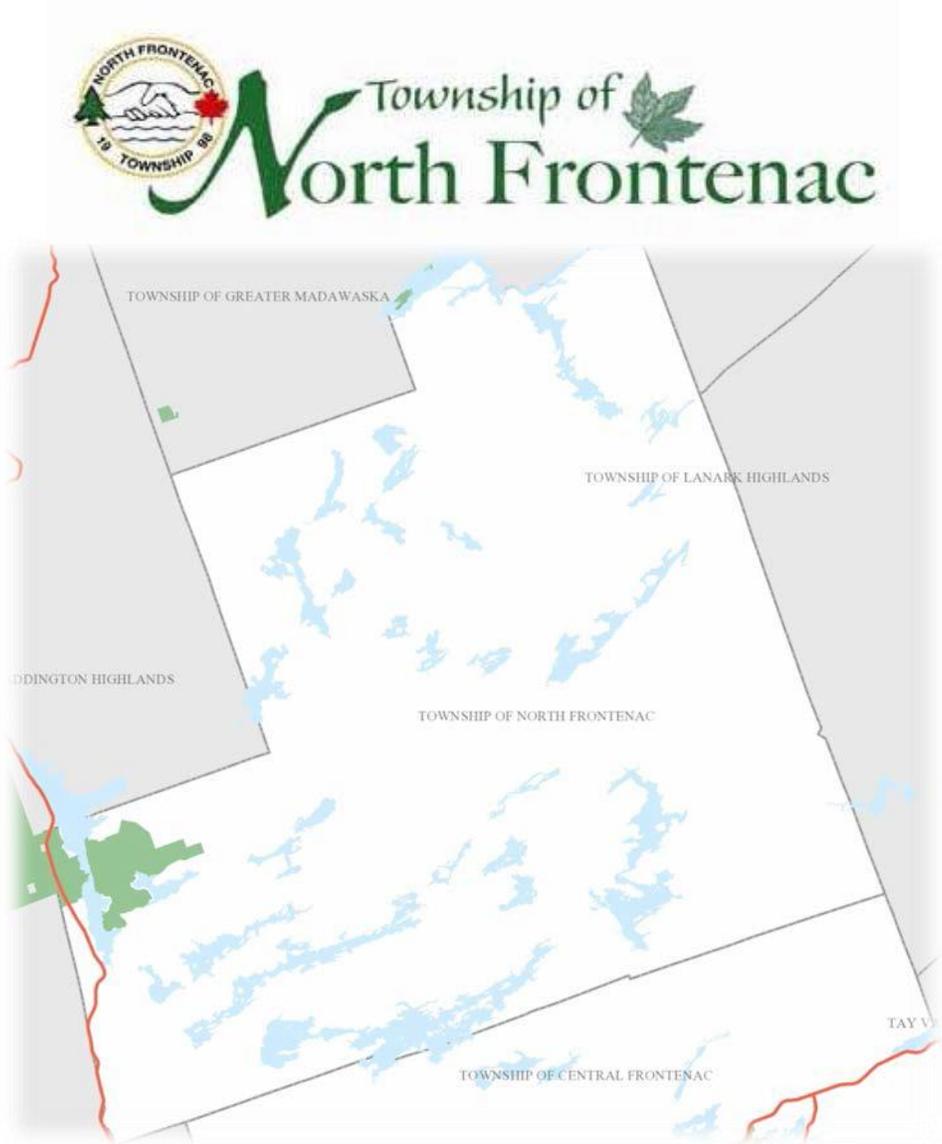
Development of policies and programs to protect the environment.

## Attachments:

[2024 NF Re-inspection report](#)

# 2024

## Sewage System Re-Inspection Program Report



**Prepared For** Township of North Frontenac  
**Prepared By** Eric Kohlsmith  
Mississippi Rideau Septic System Office  
January 2, 2025



## Table of Contents

|   |    |
|---|----|
| Executive Summary .....   | 3  |
| 1.0 Introduction .....  | 4  |
| 2.0 Program Initiation .....  | 5  |
| 2.1 Criteria for Selection of Properties.....                                 | 5  |
| 2.2 Re-Inspection Protocol.....   | 5  |
| 3.0 Results and Discussion .....  | 6  |
| 3.1 Distribution of Sewage System Re-Inspections.....                         | 6  |
| 3.2 Property Use.....   | 6  |
| 3.3 Property Owner Present.....   | 7  |
| 3.4 Class of Sewage System .....  | 8  |
| 3.5 Separation Distances .....  | 9  |
| 3.6 Wells and Drinking Water.....   | 9  |
| 3.7 Tank Inspection.....  | 10 |
| 3.8 Sewage System Status .....  | 11 |
| 3.9 Follow-up and Enforcement .....   | 13 |
| 4.0 Recommendations .....   | 13 |
| 5.0 Conclusions .....   | 13 |
| Appendix A: Re-Inspection Protocol & Property Owner Information Package ..... | 14 |
| Appendix B: Septic Tank Pump-out Frequency Table &OBC Requirements .....      | 20 |
| Appendix C: Ontario Building Code References.....                             | 21 |
| Appendix D: Program Authority .....   | 23 |

## ***Tables, Figures and Illustrations***

|   |           |
|---|-----------|
| Table 1– Remedial Work Identified .....   | 13        |
| <b>Figure 1 - Number of Properties per Lake .....</b>                           | <b>6</b>  |
| <b>Figure 2 - Property Use.....</b>   | <b>7</b>  |
| <b>Figure 3 - Property Owners Present .....</b>                                 | <b>7</b>  |
| <b>Figure 4 - Septic System Class .....</b>                                     | <b>8</b>  |
| <b>Figure 5 - Separation distance between Sewage Systems and Waterline.....</b> | <b>9</b>  |
| <b>Figure 6 - Identified Water Source .....</b>                                 | <b>10</b> |
| <b>Figure 7 - Tank Material .....</b>   | <b>11</b> |
| <b>Figure 8 - System Status .....</b>   | <b>12</b> |
| Illustration 1 - Concrete Corrosion Around Outlet Baffle.....                   | 11        |
| Illustration 2 - Clogged Effluent Filter .....                                  | 11        |

## Executive Summary

During the 2024 sewage system re-inspection program, 31 re-inspections were conducted on 4 lakes – Brule, Little Green, Mississagagon, and Sand. Two hundred and sixty-eight (268) Property Owner Information packages were mailed.

Participants were asked to return the questionnaire included in the information package to the Mississippi Rideau Septic System Office (MRSSO). Appointments were provided on a first come first served basis. All returned questionnaires, that did not request an appointment, were scheduled an appointment and the property owner notified approximately one week in advance.

Eighteen (18) out of thirty-one (31) properties owners (58%) were present onsite for the re-inspection appointment.

The table on the right is a breakdown of the number of inspections completed per lake. As a result of the program, seventeen (17) properties were identified as having no concern, ten (10) properties require remedial work, and four (4) properties were identified as needing system replacement for the 2024 season; one of the four was corrected before the end of the re-inspection season.

| Lake          | Completed |
|---------------|-----------|
| Brule         | 10        |
| Little Green  | 6         |
| Mississagagon | 7         |
| Sand          | 8         |
| <b>Total</b>  | <b>31</b> |

The inspections began on August 2, 2024, and the last inspection was completed on September 26, 2024. Two (2) water access properties were inspected during the 2024 re-inspection program.

## 1.0 Introduction

A working sewage system is an integral part of any home or cottage not serviced by the municipal sewer. As such, proper maintenance and operation of the sewage system is integral to the continued life of the system. A Sewage System Re-Inspection Program provides:

1. Participants with information and advice regarding the proper operation and maintenance of their septic system.
2. A proactive approach to identifying risks to human health or the natural environment.
3. A database of inspected existing septic systems that can be used as a planning tool for municipalities.

Malfunctioning on-site sewage systems can have both human health and environmental impacts beyond the property on which it is located. Nutrient and bacteria rich effluent can travel through soil and rock fractures to surface water bodies, and ground water sources. Contamination of surface water can cause excess aquatic plant growth, depletion of oxygen in lakes, and alteration of the natural habitat of fish. Ground water contamination can cause drinking water to be boiled, sickness and even death. This makes it crucial that property owners be aware of the location and operation of the septic system. Under the Ontario Building Code, it is the property owner's responsibility to ensure that their sewage system is working properly, not only for their health, but also that of the surrounding communities.

The current re-inspection program combines homeowner education about septic system operation and maintenance with an inspection component. An effective follow-up procedure is essential to ensure that the program effectively manages identified sewage system problems.

The authority for the Mississippi Valley Conservation and Rideau Valley Conservation Authority, and other enforcement agencies, to conduct inspections of potentially unsafe sewage systems is provided by BCA s.15.9(1). The program Authority can be found in Appendix D.

The Ministry of Municipal Affairs and Housing amended the Building Code Act and the Ontario Building Code for a Sewage System Maintenance Inspection Program (Appendix E) in 2011. The Maintenance program is developed to help protect drinking water, the natural environment and support the implementation of the Clean Water Act.

In 2024, property owners were contacted in June, requesting their participation in the sewage system re-inspection program. A site visit was made, and a system inspection completed based on the type of system onsite, when the owner returned correspondence to the MRSSO. If there were situations requiring further attention, a copy of the sewage system re-inspection report would be provided to the Chief Building Official for enforcement accordingly.

The results for the 31 inspections completed were compiled and this report is the culmination of those efforts.

## **2.0 Program Initiation**

### **2.1 Criteria for Selection of Properties**

North Frontenac Township identified areas to be re-inspected based on historical re-inspection data and building permit information. Requirements for inclusion in the voluntary sewage system re-inspection program were determined to be waterfront properties. North Frontenac Township staff provides the list of selected properties for participation.

### **2.2 Re-Inspection Protocol**

After receiving the participant list, an information package is mailed out to each property owner informing them of the re-inspection program, what their participation would entail, a description of the inspection to take place and a two-sided questionnaire to be completed by the homeowner and returned to our office (Appendix A).

Once a participant has contacted our office, either by returning the questionnaire, calling, faxing, emailing, or filling out our online form, the information is recorded in the database under four different categories:

- Questionnaire returned with appointment,
- Questionnaire returned without appointment,
- Appointment without a questionnaire,
- Removed from list (permit number or reason recorded)
  - 8 removed,
    - 6 - properties previously re-inspected
    - 1 - newer systems (2014 and newer)
    - 1 – Re-schedule to later year
- No Response

As stated in our information package (Appendix A), appointments are first come first served basis. Once the appointments made by property owners are scheduled, returned questionnaires without appointments are scheduled and the property owner notified of the appointment approximately one week in advance. The MRSSO goal is to schedule 10 appointments per day.

The tank inspection was deemed to be an invasive component of the re-inspection program, one which could potentially result in controversy if conducted without the permission of the homeowner. Permission was considered granted by receipt of a completed questionnaire or arranging an appointment. If explicit permission had not been granted, then the re-inspection was not conducted. A detailed description of a

visual and a tank inspection can be found in Appendix C. If any doubt remained about the location of the sewage system, then more information was requested of the homeowner.

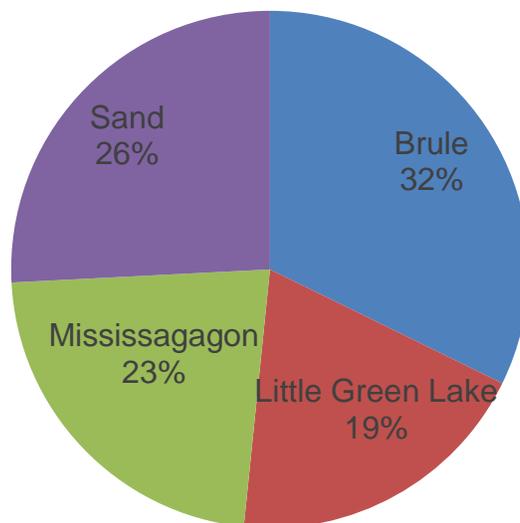
The re-inspection program in North Frontenac Township is a voluntary program. Two hundred and sixty-eight (268) Property Owner Packages (Appendix A) were mailed to perspective participants.

### 3.0 Results and Discussion

#### 3.1 Distribution of Sewage System Re-Inspections

The sewage system re-inspection program completed 31 re-inspections. The four (4) lakes involved this year were Brule, Little Green, Mississagagon, and Sand. (Figure 1).

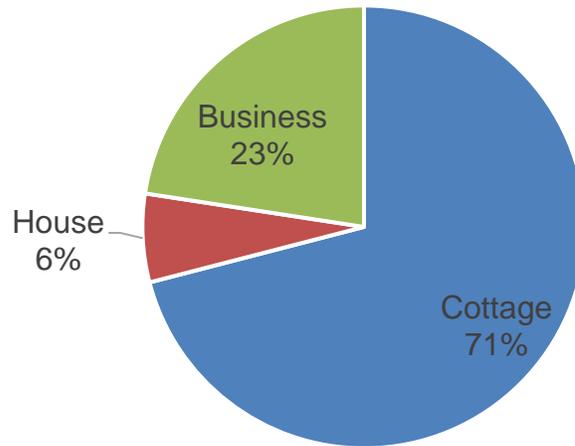
Figure 1 - Number of Properties per Lake



#### 3.2 Property Use

As part of the questionnaire sent to property owners (Appendix A), it is requested that owners classify their property as either Cottage (seasonal), House (residential), Business (commercial) or Farm (Agricultural). Twenty-two (22) properties were identified as a cottage, two (2) as a house, and seven (7) as a business.

**Figure 2 - Property Use**

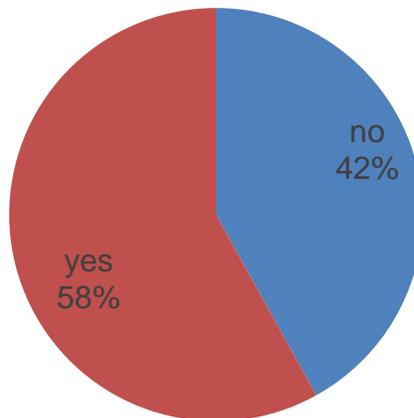


### **3.3 Property Owner Present**

By interacting with property owners, we can create awareness of the importance of properly functioning on-site wastewater treatment systems. In 2024 we continued to build upon our experience from previous seasons. All returned questionnaires, that did not request an appointment, were scheduled an appointment and the property owner notified approximately one week in advance. It was noticed that most property owners were accommodating of this appointment and would be present.

During the 2024 re-inspections, eighteen (18) out of thirty-one (31) property owners were present for the re-inspection of the onsite sewage system.

**Figure 3 - Property Owners Present**



### 3.4 Class of Sewage System

There are 5 classes of wastewater treatment systems identified in Part 8 of the OBC as outlined below.

**Class 1** - Earth Pit, Vault, Pail and Portable Privies, Composting Toilets

**Class 2** - Greywater Systems

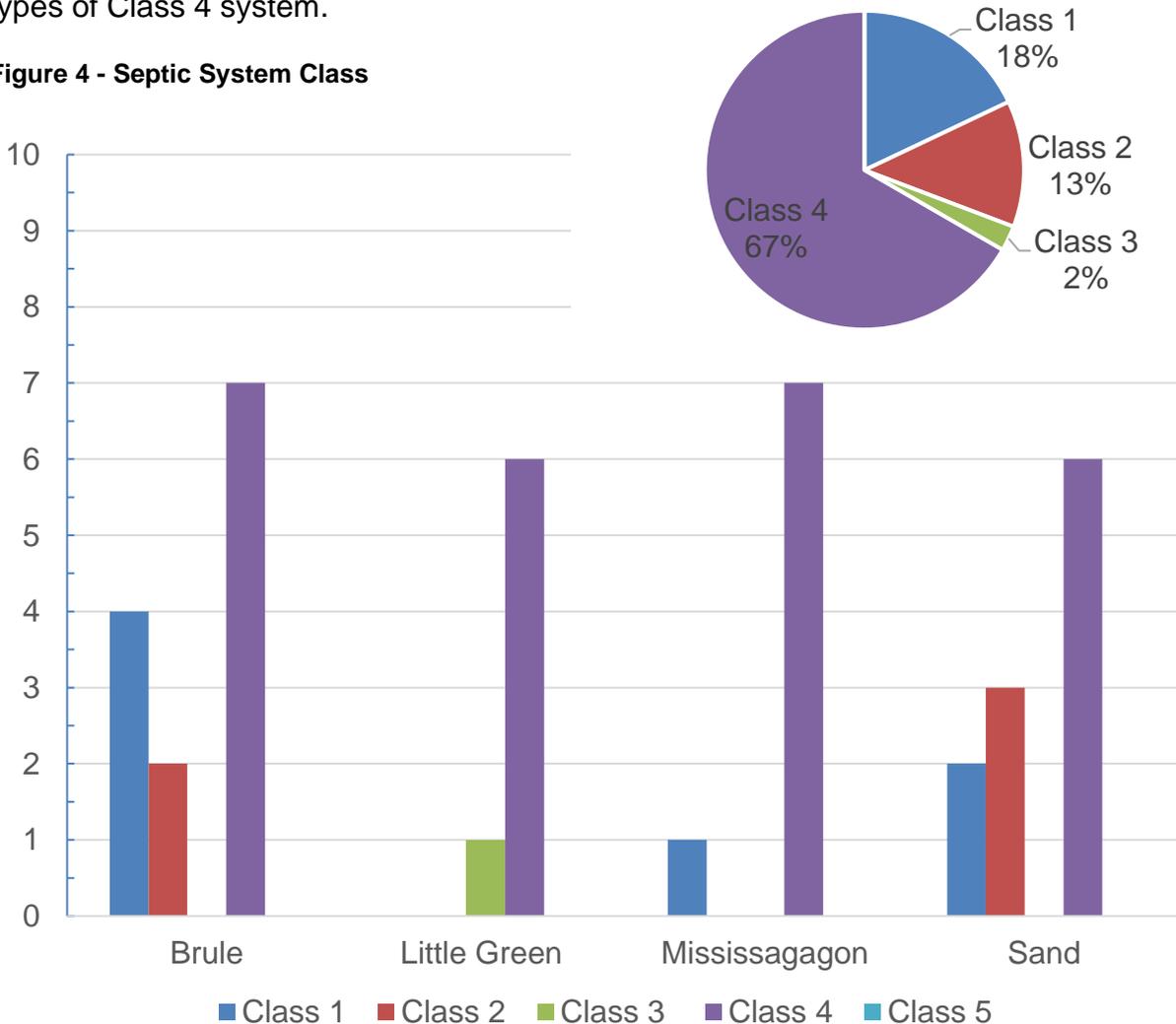
**Class 3** - Cesspools

**Class 4** - Septic Tank and Leaching bed

**Class 5** - Holding Tanks

Figure 4 displays the sewage system class distribution for each property where it was known, either from the visual inspection, or from information provided by the homeowner. Due to the difficulty in determining the type of Class 4 sewage system in use, and the lack of homeowner certainty, we did not distinguish between the different types of Class 4 system.

**Figure 4 - Septic System Class**



It is not uncommon, and many times necessary, for properties to have more than one class of system present on the property. For instance, if the primary class of system is a privy (Class 1) then generally a greywater pit (Class 2) system is required for greywater treatment (sinks, showers, laundry,...). Seven properties had a Class 1, five a Class 2, and one property had a Class 3 system on site. It is strongly recommended that property owners with a Class 4 or Class 5 system direct all sources of greywater to that system; unless they have an approved Class 2 system – most are not. All types of systems were analyzed separately; therefore, there was more types of systems than properties.

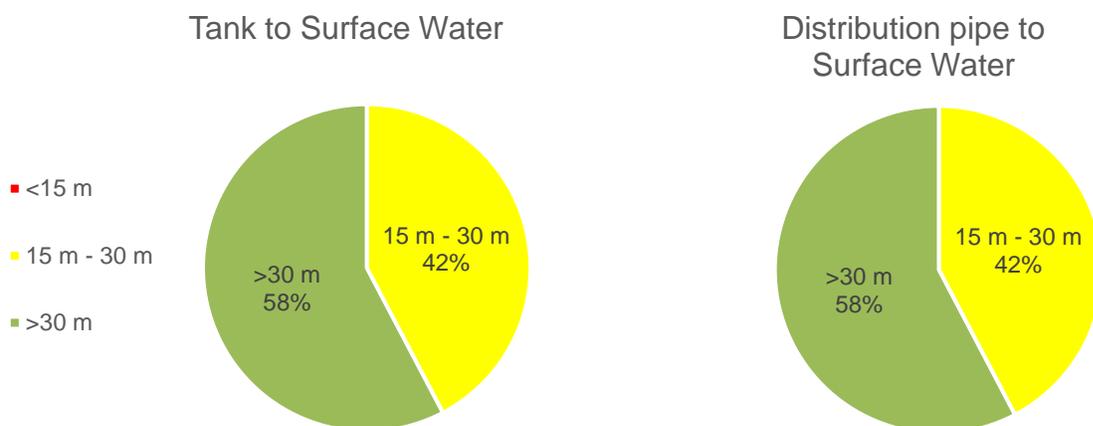
### 3.5 Separation Distances

Horizontal separation distances are measured from the dwelling, lot line, well and shoreline to the sewage system components. Figure 5 represents the separation distance measured from septic/holding tanks and distribution pipe to surface water. The measurements were sorted into three categories:

Private property:

- Less than 15m (<15m) – Does not meet OBC.
- Between 15m – 30m – Meets OBC but does not meet Zoning Bylaw requirements.
- Greater than 30m (>30m) – Meets OBC and Zoning Bylaw requirement.

**Figure 5 - Separation distance between Sewage Systems and Waterline**

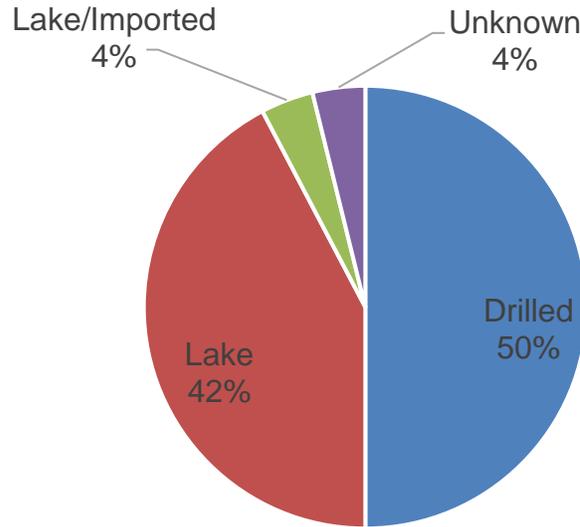


### 3.6 Wells and Drinking Water

Information was also collected during the field inspection on the drinking water source for the property. During the visual inspection, if a pipe pumping water from the water body was visible, and no well was located then the water source was assumed to be the

lake (or river) and recorded as such. If no pipe was visible and a well was located, then the water source was recorded as a drilled well. Information provided by the homeowner would be more accurate than that found during the visual inspection and is preferable to identifying the water source on-site.

**Figure 6 - Identified Water Source**

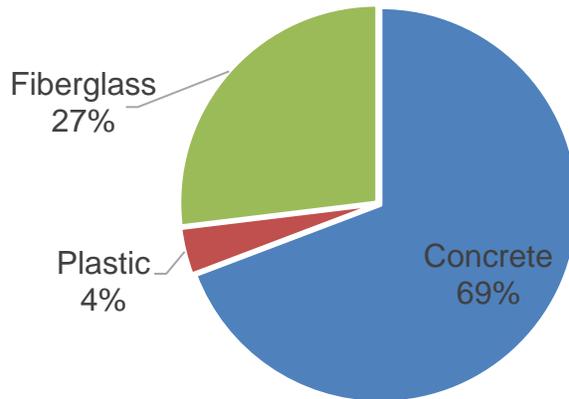


The KFL&A Public Health has free water testing available for residential properties, and water bottles are available for pick up at the satellite office in Cloyne. However, many people continue not to test their drinking water regularly.

### **3.7 Tank Inspection**

The material of the tank was either provided by the property owner, determined when excavated or by using a soil probe to locate the tank and judge the material by the contact with the probe and the sound/feel it created. Tank information was available for all thirty-five (35) properties. Figure 7 shows the breakdown for the common tank materials found: concrete and plastic.

**Figure 7 - Tank Material**



Gases in a septic, that are produced by the breakdown of sewage, can react with the concrete causing it to corrode. **11%** of concrete tanks inspected had signs of concrete deterioration due to corrosion. The corrosion can impact the proper operation of the tank by causing baffles to fall off, partition walls to crumble, and/or effluent to escape around the outlet pipe. The structural integrity of the tank can also be compromised creating a safety hazard.



*Illustration 1 - Concrete Corrosion Around Outlet Baffle*

One (1) septic tank was found to have an effluent filter installed. Effluent filters are generally a plastic screen with narrow slots (1.6 mm opening) which allows the effluent to pass through and helps retain solids in the tank. Effluent filters can also improve the effluent quality by providing a place for bacteria to grow. The combined effect means lower strength effluent entering the leaching bed extending the life of the system. The OBC requires an effluent filter in all new systems installed since 2007; septic installers or sewage haulers can install a filter into an existing tank upon request. Although filters function passively, they do require regular maintenance to ensure proper operation. Regular maintenance requires the filter to be removed from its housing and rinsed off into the septic tank. The MRSSO recommends annual cleaning of the filter. As shown in Illustration 2, an unmaintained effluent filter can clog, potentially causing sewage break-out to the surface of the ground or back-up into the dwelling.



*Illustration 2 - Clogged Effluent Filter*

### **3.8 Sewage System Status**

When completing an inspection of the existing sewage system, the MRSSO has

developed the following terms to identify the overall septic system status or condition:

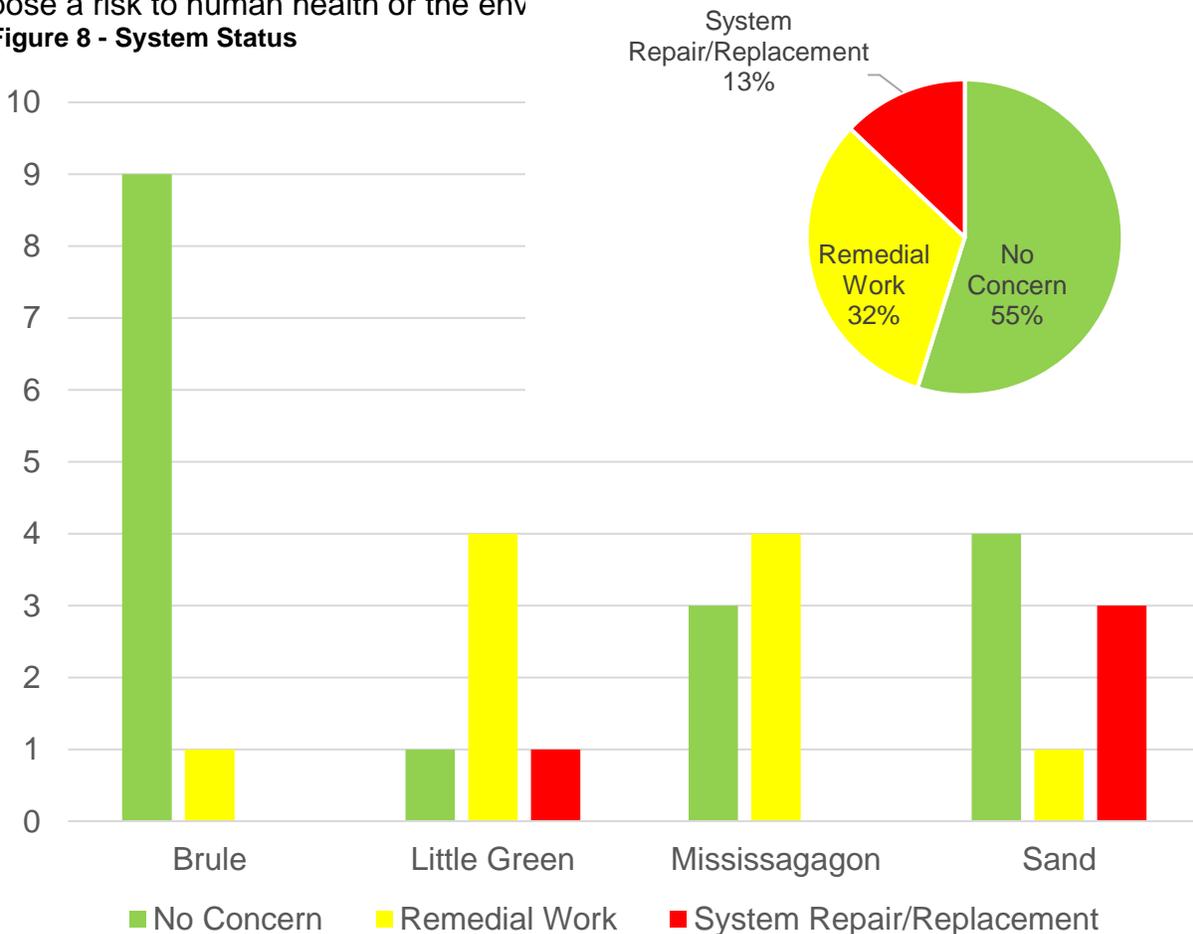
**No Concern** – At the time of inspection there were no operational and/or maintenance issues identified.

**Remedial Work Required** – At the time of inspection operational and/or maintenance issues were identified, but generally do not require a permit to remedy.

**More Information Required** – At the time of inspection one or more questions arose regarding the class of system, location of components, water source, pumping, maintenance and/or operation of the system.

**System Replacement Required** – At the time of inspection if it was determined that the onsite system was not being maintained or operated properly and was posing or could pose a risk to human health or the env

**Figure 8 - System Status**



Every septic system requires regular maintenance to ensure it is operating efficiently, effectively and safely. Regular maintenance items are generally classified as remedial work required. Table 1 provides the most common remedial work items found during the 2024 re-inspection program.

Table 1– Remedial Work Identified

| Item               | Number of Systems |
|--------------------|-------------------|
| Pump Out           | 4                 |
| Baffle maintenance | 6                 |
| Remove Roots       | 1                 |
| Vegetation issues  | 5                 |
| Effluent Level     | 1                 |
| Monitor Corrosion  | 2                 |
| <b>Total</b>       | <b>19</b>         |

\*note, some systems have more than one maintenance issue.

### 3.9 Follow-up and Enforcement

Sewage systems that the MRSSO have identified as a significant threat to the environment and/or public health have been forwarded to the Chief Building Official. During the re-inspection season, four (4) property was identified as needing replacement. Issues with one system were corrected prior to the end of the re-inspection season.

Enforcement of violations on the properties identified by the re-inspection program would be at the discretion of the Township Building department.

### 4.0 Recommendations

The following recommendations are a result of opportunities identified during the re-inspection program:

- Continue with a re-inspection program.
- Send Property Owner Packages earlier in the season – April/May, 2025
- With the assistance of Township staff – arrange presentations for Lakes involved in 2025 program.

### 5.0 Conclusions

Thirty-one (31) re-inspections were completed in this year’s program providing property owners with information to help ensure their system is functioning properly and protecting the environment.

Full inspections were completed on all properties that participated. Approximately 55% of systems inspected had no sewage system concerns. It should be noted that age

generally is not a significant factor in the system deficiencies. Of larger impact is the diligence on behalf of the property owner with regards to operation and maintenance of the septic system.

Interaction with property owners during the re-inspection program this year was very positive. 58% of property owners chose to be present during their re-inspection. Most of the homeowners encountered were very supportive of the re-inspection program.

Working together we can protect our watershed resources. Participation in this program is one step towards protecting groundwater and surface water and the continued enjoyment of a clean, healthy waterfront environment for generations to come.

## **Appendix A: Re-Inspection Protocol & Property Owner Information Package**

10970 Hwy. 7, Carleton Place, ON K7C 3P1  
T (613) 253-0006 F (613)253-0122 mrsso@mvc.on.ca



June 2024

«MPAC\_Name» «MPAC\_Name\_2»  
«MPAC\_CityProvCountry» «MPAC\_PostalCode»

---

## 5 Easy Steps to Your Voluntary Sewage System Re-Inspection Program

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We are pleased to provide re-inspections on a number of septic systems including:

- Earth Pit Privies and Composting Toilets
- Greywater Pits
- Cesspools
- Septic Tanks & Leaching Fields
- Holding Tanks

Our professional, impartial staff are registered Building Official Inspectors who will provide advice on your current, care and maintenance and possible replacement options.

Here are the five steps of the Septic Re-inspection Program — from start to finish.

### Step 1 — Complete and return the attached questionnaire

Do the best you can to complete the attached questionnaire and submit it by:

Fax: 613-253-0122

Email: [mrsso@mvc.on.ca](mailto:mrsso@mvc.on.ca)

Mail: MRSSO 10970 Hwy. 7, Carleton Place ON K7C 3P1

Questionnaire can be filled out and returned online at <https://bit.ly/mrsso>

The goal of the questionnaire is to provide us with some basic information about your system and where it is located.

### Step 2 — Book an appointment

Call MRSSO at 613-253-0006 option 3 to book your appointment. If we can drop-in at any time, let us know! If you would like to meet with us, appointments can be made between 9 a.m. and 4 p.m. on a first come, first served basis. **Friday Appointments** available **August 2, 9, 16, 23, 30.**

Page | 1

### Step 3 — Dig Your Lids

The MRSSO asks that you expose both lids on your **septic** tank (most tanks have two).

If you are unable to dig out your own lids, there will be a \$80 (\$40/lid) maximum charge for the MRSSO to assist in locating and excavating the septic tank lids. This fee will be invoiced upon completion of the re-inspection. No cost will be incurred if excavation is not required.

The MRSSO will re-cover the tank when the inspection is completed (at no cost) unless it is determined that a pump-out is required or you plan on conducting a pump out. The tank inspection includes a visual inspection of the tank components and measurement of sludge and scum in the tank. **Please do not pump the septic tank before the re-inspection.** Holding tanks (Class 5) should be pumped as required.

### Step 4 — Inspection

The septic re-inspection will include the following:

- Location of all system elements
- Measurement of separation distances to key lot features
- Visual inspection of tank structure
- Measurement of tank contents – **Please do not pump the septic tank before inspection. Holding tanks (Class 5) should be pumped as required.**
- Visual inspection of bed
- Briefing the homeowner on proper system maintenance and operation.

### Step 5 — Review your Re-inspection Report

A copy of the septic re-inspection report will be left for the property owner.

Our primary goal is to educate property owners about their septic system and any deficiencies it may have. Our secondary goal is to ensure that unsafe systems are reported to the appropriate Authority, based on the requirements of Part 8 of the *Ontario Building Code*. Staff will let you know of any funding assistance that may be available for septic replacement.

Property owners can expect the re-inspection, results, and all inquiries to be dealt with in a professional manner.

Thank you in advance for your co-operation in our program.

Working together we can protect our watershed resources. Your participation in this program will ensure a safe home with healthy groundwater and surface water and the continued enjoyment of a clean, healthy waterfront environment for generations to come.

Yours truly,



Eric Kohlsmith, MRSSO Re-inspection Program Coordinator  
613-253-0006 option 3  
mrssso@mvc.on.ca



6648 Road 506  
P.O. Box 97, Plevna, Ontario K0H 2M0  
Tel: (613) 479-2231 or 1-800-234-3953 Fax: (613) 479-2352  
[www.northfrontenac.ca](http://www.northfrontenac.ca)

**NORTH FRONTENAC SUPPORTS A HEALTHY ENVIRONMENT FOR ALL TO ENJOY. THE SEWAGE SYSTEM RE-INSPECTION PROGRAM IS AN IMPORTANT PART OF COUNCIL'S ENVIRONMENTAL STRATEGY.**

**June 2024**

A properly functioning sewage system is an integral part of a healthy shoreline environment. Improperly maintained systems can be a significant contributor of nutrient and bacteriological contamination into an adjacent water body. The key to proper maintenance and operation of an on-site sewage system is education. The Septic Re-inspection Program is aimed at achieving a better understanding of system function, owner intervention and preventative measures. The costly implications of poor maintenance are significant to the owner and to the community. The success of the re-inspection program so far shows owners are committed to protecting their lake lifestyle, as is the Township. Information and advice has been welcomed, despite the fact that in a few instances remedial action may be required.

The Mississippi Rideau Septic System Office (MRSSO), on behalf of the Township of North Frontenac, will be conducting re-inspections in your area this summer. The MRSSO is a co-operation between the Mississippi Valley and the Rideau Valley Conservation Authorities, contracted to conduct the Sewage System Re-inspection Program. Re-inspections will be more rigorously scheduled to better accommodate property owners wishing to be on-site – please see the 5-Step Letter (enclosed) for more information. If you wish to be present during the re-inspection of your property, appointments will be made on a first come, first served basis. In addition, we are asking that you have your septic tank located and the lids exposed (excavated) prior to the arrival of MRSSO staff. If you require MRSSO staff assistance to locate/excavate the tank a \$40/lid (usually 2 lids) to a maximum of \$80 total will be charged for this service. Invoices will be issued on-site.

Your active involvement in the Septic Re-Inspection Program is encouraged and begins with reading the attached 5-Step Letter. Please fill in the accompanying questionnaire to the best of your ability. After the re-inspection is completed, a report stating the status of the system and any deficiencies present will be left on-site. Advice on proper maintenance will be provided both on-site and in writing on the report. The MRSSO will forward reports to the South Frontenac Building Department, the Principal Authority for North Frontenac. The Building Department may initiate a dialogue and define an action plan with owners of systems deemed to be a concern. **If you were previously involved in a re-inspection program or had a new sewage system installed in the last 10 years, since 2014, please accept our apologies. We ask that you contact the MRSSO (phone, email, return mail or fax) and advise us of the new sewage system permit number and date of installation or re-inspection number. We will update our records and remove you from the re-inspection program for 2024.**

Any comments about the Program in general or Council's strategy can be directed to Darwyn Sproule, P. Eng., Public Works Manager at (613) 479-2231 or 1-800-234-3953. Program specifics or questions about your involvement in the Program should be directed to the MRSSO, (613) 253-0006.

On behalf of Council, thank you in advance for your co-operation.

Sincerely,

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

**PROGRAM AUTHORITY**

The Province of Ontario has delegated the responsibility to regulate on-site sewage systems (with total daily design flow of less than 10,000 litres per day) to municipalities. The authority to do so was transferred from the Environmental Protection Act to Part 8 of the Ontario Building Code which defines a sewage system as a "building". Implementation of Code requirements is meant to ensure proper installation, operation and maintenance of on-site sewage systems. A sewage system that is discharging effluent onto the surface of the ground, or that has not been maintained or operated in accordance with the Code is determined to be an unsafe "building". Any remedial action required will be addressed pursuant to the Ontario Building Code.

**PERSONAL INFORMATION** collected as part of the Septic Re-inspection Program will be used to facilitate communication between the Township, MRSSO and individual owners and will be protected in a confidential manner in accordance with the Municipal Freedom of Information and Protection of Privacy Act. A summary report, containing no owner names, will be prepared for public viewing. Questions about the collection of personal information should be directed to Darwyn Sproule, P. Eng., Public Works Manager.

**Questionnaire**

Please fill out as much information as possible, **as best as you can**, and return to the above address. Old septic or well records are excellent resources for the more technical questions. Mark any applicable boxes. If you select **'Other'** please specify. Please use the space noted as **'Correction'** to correct any of the supplied information. On the reverse, please identify the location of your septic system and other property features. Please **sign** the form to verify the information that has been provided.

|                                  |   |   |   |  |  |
|----------------------------------|---|---|---|--|--|
| Property Owner                   |   |   | <i>Correction – New Property Owner, Spelling of Name...</i> |  |  |
| Mailing Address                  |   |   | <i>Correction – New Mailing Address...</i>                  |  |  |
| Telephone Number<br>( )          | Alternate Number<br>( )                                 |   | Email Address   |  |  |
| Re- Inspection Property Location |   |   | Length of Ownership   |  | Lake Name  |
|                                  |   |   |   |  |  |
|                                  | Property Size   | # Bedrooms  | Floor Area  |  |  |
| Roll Number                      |   |   |   |  |  |
| Property Use                     | Residential <input type="checkbox"/>                    | Cottage/Seasonal <input type="checkbox"/>         | Commercial <input type="checkbox"/>                         | Farm <input type="checkbox"/>                                    | Other <input type="checkbox"/>   |
| General Location of Tank         |   |   |   |  | Do you require assistance locating/excavating your tank?*                            |
|                                  |   |   |   |  | Yes <input type="checkbox"/>   |
|                                  | * There is a maximum charge of \$40 for this service    |   |   |  |  |
| Sewage System Type               | Class 1 <input type="checkbox"/><br>Outhouse/Composting | Class 2 <input type="checkbox"/><br>Greywater pit | Class 3 <input type="checkbox"/><br>Cesspool                | Class 4 <input type="checkbox"/><br>Septic Tank & Leaching Field | Class 5 <input type="checkbox"/><br>Holding Tank                                     |
| Tank Information                 | Concrete <input type="checkbox"/>                       | Plastic <input type="checkbox"/>                  | Fiberglass <input type="checkbox"/>                         | Metal <input type="checkbox"/>                                   | Advanced Treatment Unit<br>Yes <input type="checkbox"/> No <input type="checkbox"/>  |
| Date of Last Pump out            |   |   | Pump Out Frequency  |  |  |
| Greywater Pit Structure          | Earth <input type="checkbox"/>                          | Rock <input type="checkbox"/>                     | Wood <input type="checkbox"/>                               | Sewage Pump<br>High Level Alarm                                  | Yes <input type="checkbox"/> No <input type="checkbox"/>                             |
|                                  |   |   |   | Yes <input type="checkbox"/>                                     | No <input type="checkbox"/>  |
| Outhouse Pit Structure           | Earth <input type="checkbox"/>                          | Rock <input type="checkbox"/>                     | Wood <input type="checkbox"/>                               | Composting Toilet  | Yes <input type="checkbox"/> No <input type="checkbox"/>                             |
|                                  |   |   |   | Yes <input type="checkbox"/> No <input type="checkbox"/>         | Overflow?<br>Yes <input type="checkbox"/> No <input type="checkbox"/>                |
| Date System(s) Installed         |   |   | Sewage System Permit #                                      |  |  |
| Water Source                     | Drilled <input type="checkbox"/>                        | Dug <input type="checkbox"/>                      | Lake <input type="checkbox"/>                               | Imported <input type="checkbox"/>                                | Drinking Water Treatment<br>Yes <input type="checkbox"/> No <input type="checkbox"/> |
|                                  |   |   | Type of Treatment   |  |  |

Participant Signature: \_\_\_\_\_ Participant Name: \_\_\_\_\_  
(Signature) (Please Print)



## Appendix B: Septic Tank Pump-out Frequency Table & OBC Requirements

One of the most frequent questions a homeowner asks is “How often should I pump my tank?” Most government documents and extension publications suggest that a septic tank should be pumped out every 3-5 years.<sup>1</sup> The following table provides the theoretical pumping interval for permanent residential properties, assuming the number of people in the home, and the tank size. For a home with three people and a standard 3600 L (952 US gal) tank, the author recommends a pump out every 3.7 years. This table, however, does not provide direction for seasonal owners, who might only be using their cottage for three months of the year. Another resource is the OBC, which requires that a septic tank be pumped out when the sludge and scum occupy 1/3 of the working capacity of the tank (8.9.3.4.(1)). This will prevent the sewage from traveling too quickly through the septic tank, not allowing the solids and fats to properly separate from the effluent. To give the homeowner, on an individual basis, an estimation of the frequency for pumping out their septic tank, the depth of sludge and scum was measured during the tank inspection.

**Estimated Septic Tank Pumping Interval in Years**

| Tank Size (L)    | Household Size (Number of People) |      |      |     |     |     |     |     |     |     |
|------------------|-----------------------------------|------|------|-----|-----|-----|-----|-----|-----|-----|
|                  | 1                                 | 2    | 3    | 4   | 5   | 6   | 7   | 8   | 9   | 10  |
| 1,890            | 5.8                               | 2.6  | 1.5  | 1.0 | 0.7 | 0.4 | 0.3 | 0.2 | 0.1 |     |
| 2,840<br>(2,700) | 9.1                               | 4.2  | 2.6  | 1.8 | 1.3 | 1.0 | 0.7 | 0.6 | 0.4 | 0.3 |
| 3,790<br>(3,600) | 12.4                              | 5.9  | 3.7  | 2.6 | 2.0 | 1.5 | 1.2 | 1.0 | 0.8 | 0.7 |
| 4,730            | 15.6                              | 7.5  | 4.8  | 3.4 | 2.6 | 2.0 | 1.7 | 1.4 | 1.2 | 1.0 |
| 5,670            | 18.9                              | 9.1  | 5.9  | 4.2 | 3.3 | 2.6 | 2.1 | 1.8 | 1.5 | 1.3 |
| 6,620            | 22.1                              | 10.7 | 6.9  | 5.0 | 3.9 | 3.1 | 2.6 | 2.2 | 1.9 | 1.6 |
| 7,570            | 25.4                              | 12.4 | 8.0  | 5.9 | 4.5 | 3.7 | 3.1 | 2.6 | 2.2 | 2.0 |
| 8,520            | 28.6                              | 14.0 | 9.1  | 6.7 | 5.2 | 4.2 | 3.5 | 3.0 | 2.6 | 2.3 |
| 9,460            | 31.9                              | 15.6 | 10.2 | 7.5 | 5.9 | 4.8 | 4.0 | 4.0 | 3.0 | 2.6 |

## Appendix C: Ontario Building Code References

### OBC 8.1.2.1. Classification of Systems

- Class 1 – all privies (portable, earth pit, vault, chemical, incinerating and composting).
- Class 2 – a greywater system
- Class 3 – a cesspool
- Class 4 – a leaching bed system
- Class 5 – a holding tank

**OBC Table 8.2.1.5. Clearance Distances for Sewage Systems**

| 8.2.1.5(1)              | Horizontal distance (m) from a well with watertight casing to a depth of at least 6m | Horizontal distance (m) from a spring used as a source of portable water or well other than a well with watertight casing to a depth less than 6m | Horizontal distance (m) from lake, river, pond, stream, reservoir or spring not used as a source of portable water | Minimum horizontal distance to property line |
|-------------------------|--|---|--|--|
| <i>Earth Pit Privy</i>  | 15   | 30  | 15   | 3  |
| <i>Privy</i>            | 10   | 15  | 10   | 3  |
| <i>Vault</i>            |  |   |  |  |
| <i>Pail</i>             |  |   |  |  |
| <i>Greywater System</i> | 10   | 15  | 15   | 3  |
| <i>Cesspool</i>         | 30   | 60  | 15   | 3  |

|               |     |
|---------------|-----|
| Structure     | 1.5 |
| Well          | 15  |
| Lake          | 15  |
| Pond          | 15  |
| Reservoir     | 15  |
| River         | 15  |
| Spring        | 15  |
| Stream        | 15  |
| Property Line | 3   |

|  |    |
|--|----|
| Structure                                      | 5  |
| Well with a watertight casing to a depth of 6m | 15 |
| Any other well                                 | 30 |
| Lake   | 15 |
| Pond   | 15 |
| Reservoir                                      | 15 |
| River  | 15 |
| A spring not used as a source of potable water | 15 |
| Stream   | 15 |
| Property Line                                  | 3  |

### Minimum Clearances for Holding Tanks (m)

|  |     |
|--|-----|
| Structure                                      | 1.5 |
| Well with a watertight casing to a depth of 6m | 15  |
| Any other well                                 | 15  |
| Spring   | 15  |
| Property Line                                  | 3   |

## Appendix D: Program Authority

The *Building Code Act* (BCA)(1992), and Part 8 of the Ontario Building Code (OBC) regulates the design, construction, operation and maintenance of sewage systems. The OBC however, has powers which only extend to those systems with a design flow of less than 10,000 Litres/day, serving no more than one lot. Systems which do not fall within these parameters are regulated by the Ministry of the Environment, under the *Ontario Water Resources Act*.

This act provides inspectors with the right of entry onto land “to determine whether a building is unsafe”, under part 1 of the OBC an on-site sewage system is treated as a building and BCA s.15.9(3) deems a sewage system to be “unsafe” if it is not maintained or operated in accordance with the BCA and the OBC. BCA s.18 outlines the powers that an inspector may exercise for the purposes of carrying out an inspection. If the inspector finds the system to be “unsafe”, he or she may make an order under BCA s.15.9(4) setting out the steps necessary to render the building safe, and may require that the steps be taken within a certain period of time.

Further authority will be given with amendments proposed to the BCA under the *Clean Water Act, 2005*. This act was passed on October 18, 2006, and will help protect drinking water sources for all residents of Ontario.

A visual inspection of the sewage system can determine if the system is “unsafe”, defined in OBC 8.9.1.2 as a breakout of effluent onto the surface, contamination of a well or of a surface water source. Clearance distances to the well and surface water from the sewage system can also be verified by a visual inspection. To determine if the system is being maintained and operated in accordance with the OBC and the BCA, an “invasive” inspection of the tank is necessary.

**From:** Christina Kearns

**Subject:** Outline of presentation for 31st of Jan meeting.

Hi Tara. Here is our outline please let us know that you received this email.  
Let us know if you have any questions.

Thank you

Christina Kearns and Joe Clayton

**Key points for the presentation on 5g tower**

1. Respect Indigenous sovereignty and land rights by keeping our land cell tower free.
2. Protect our health and that of our community members from cell tower radiation exposure.
3. Preserve cultural significance and the beauty of our surroundings, such as art galleries and historical landmarks.
4. Safeguard property values by preventing decreases due to the visual impact of nearby towers.
5. 5G free environment encourages communities to adopt sustainable practices, fostering local businesses that prioritize eco-friendly solutions.
6. Acknowledge and honour the institutional survivor by recognizing the historical trauma and injustices experienced. Providing a landscape that respects their healing journey by remaining cell tower free.
7. Lack of communication and notification or opportunity for input and public response.
8. Obligation to respect the established ecosystem.
9. North Frontenac business improvement grant received in 2022 to enhance our business; however, the 5G tower installation will now obstruct the scenic view from the windows we purchased with the grant.



# Regular Council Minutes

9:00 AM - Friday, January 10, 2025  
Council Chambers

**Present:** Deputy Mayor John Inglis (Chair), Councillor Roy Huetl, Councillor Wayne Good (Electronic Participation), Councillor Vernon Hermer; and Councillor Fred Fowler

**Absent with Regret:** Mayor Gerry Lichty; and Councillor Stephanie Regent

**Also Present:** Corey Klatt, Chief Administrative Officer, Dipl. M.A.; Kelly Watkins, CAO Back up/Treasurer, Dipl. M.A., M.M., Tara Mieske, Clerk/Planning Manager, Dipl.M.A. Dipl.M.M., Darwyn Sproule, Public Works Manager, P. Eng., Adam Robinson, Director of Emergency Services/Fire Chief; and Brooke Ross, Manager of Community Development, Dipl.M.A.

## 1. Call to Order

The Deputy 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) *January 10, 2025*

**1-25 Moved by Councillor Roy Huetl, Seconded by Councillor Vernon Hermer**

**Be It Resolved That** Council approves the Agenda dated January 10, 2025, as circulated.

**Carried**

## 4. Disclosure of Pecuniary Interest and General Nature Thereof

None declared.

## 5. Business Profile

None.

## 6. Presentations

None.

## 7. Delegations

- a) ***Donnie and Margie McAlear: Public Notification of Communication Tower***  
**2-25 Moved by Councillor Vernon Hermer, Seconded by Councillor Roy Huetl**

**Be It Resolved That** Council receives for information the presentation from Donnie McAlear regarding the lack of public notification of the Communications Tower located in Matawatchen Road; and thanks him for his time spent today;  
**And That** Council instructs the CAO to provide a response to Mr. McAlear addressing the points raised in his presentation.

**Carried**

## 8. Adoption of Minutes

- a) ***Minutes of the Meeting(s) to be adopted by Council***  
**3-25 Moved by Councillor Roy Huetl, Seconded by Councillor Vernon Hermer**

**Be It Resolved That** Council adopts the Minutes of a Regular Meeting of Council dated December 13, 2024, as circulated.

**Carried**

## 9. Business Arising Out of Minutes

- a) ***Resolution #420-24: Amended to Community Grant Policy - Section 8: Exemptions***  
**4-25 Moved by Councillor Vernon Hermer, Seconded by Councillor Roy Huetl**

**Whereas** at the meeting held November 29, 2024, Council passed Resolution #420-24 to approve providing \$2000 to the North Frontenac Food Bank annually; and that this be added as an exemption to the Community Grants Policy;

**Now Therefore Be It Resolved That** Council receives for information an email dated December 12, 2024 from the Manager of Community Development advising the By-law will be amended to include this exemption to the North and Central Frontenac Food Bank Inc.;

**And That** Council will consider the amended Community Grants Policy By-law later in today's meeting.

**Carried**

- b) ***Resolution #355-24: 2025 Annual Billing Ontario Provincial Police Update***  
**5-25 Moved by Councillor Roy Huetl, Seconded by Councillor Vernon Hermer**

**Whereas** at the meeting on October 25, 2024, Council passed Resolution #355-24

receiving for information a letter dated October 4, 2024, from the Municipal Policing Board with the 2025 Annual Billing Statement Package, with an increase of \$178,294 (21.39%) over last year;

**Now Therefore Be It Resolved That** Council receives for information an email dated December 19, 2024, from the Superintendent - Commander of the Municipal Policing Bureau advising the Township would be receiving a credit in the amount of \$147,480 to allocate towards the Township's policing costs versus receiving a payment;

**And That**, as a result of this information, the 2025 Budget has been updated to reflect the billing change versus receiving payment and the Treasurer has incorporated the change with no effect to the tax rate and the approved Final Tax Rate Bylaw.

**Carried**

## 10. Communications

### a) *Clerk's Administrative Report: Communications of Interest - A Section*

**6-25 Moved by Councillor Vernon Hermer, Seconded by Councillor Roy Huetl**

**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. *Herman Doornbos re: Linda's Loop Trails (Crotch Lake) - Maintenance*

**7-25 Moved by Councillor Roy Huetl, Seconded by Councillor Vernon Hermer**

**Be It Resolved That** Council receives for information a letter dated December 6, 2024, from Herman Doornbos providing an overview of the history of Linda's Loop, a trail system located near Crotch Lake; and advising the trails have deteriorated over the years therefore are in need of maintenance, augmenting/replacing the blazes and replacement of some signage;

**And That** the volunteer group Mr. Doornbos represents is able to begin the augmenting and replacement of the blazes to ensure the trail system is well defined and will allow maintenance crews to clear the existing trails; and the group will also purchase the plastic sheets for the production of the blazes and fasteners at an estimated cost of \$1200;

**And That** the group is requesting the Township provide \$500 to facilitate the purchases;

**And That** Council approves this request and instructs the Treasurer to transfer the \$500 cost from the Recreational Land Obligatory Reserve Fund with a proposed year end balance of \$24,595.42 as presented in the 2025 Budget.

**Carried**

#### B2. *Ompah Community Centre Association Executive: Hall Booking System*

**8-25 Moved by Councillor Vernon Hermer, Seconded by Councillor Roy Huetl**

**Be It Resolved That** Council receives for information a letter dated December 18, 2024, from the Ompah Community Centre Association Executive registering their disapproval of

the new hall booking system and the lack of process to create the system;

**And That** the Executive Group is advising their preference is to use the past hall booking system, with events and programs posted to the Ompah Hall calendar website;

**And That** Council directs the Manager of Community Development to provide information at an upcoming Council Meeting regarding the Public Meeting referred to in Resolution #175-24; and address the concerns raised in the letter regarding lack of communication regarding the implementation of the current booking system.

**Carried**

## 11. Council, CAO, and Managers' Administrative Reports

- a) ***Clerk/Planning Manager: Shore Road, Road Between Lots and Concession Road Allowance Application for Approval in Principle – Falchetto***

**9-25 Moved by Councillor Roy Huetl, Seconded by Councillor Vernon Hermer**

**Be It Resolved That** Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Shore Road, Road between Lots and Concession Road Allowance Applications for Approval in Principle – Falchetto";

**And That** Council approves in principle the Applications to close, stop up and sell Part of the Shore Road Allowance lying adjacent to Part of Lot 6, Concession 10 (Big Gull Lake); a portion of the Lot Road Allowance between Lots 5 and 6, Concession 10; and a portion of the Concession Road Allowance between Concessions 10 and 11, Lots 7 and 8 (south of the wetland area) geographic Township of Clarendon.

**Carried**

- b) ***Clerk/Planning Manager: Planning Department Year End Report for 2024***

**10-25 Moved by Councillor Vernon Hermer, Seconded by Councillor Roy Huetl**

**Be It Resolved That** Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Planning Department Year End Report for 2024".

**Carried**

- c) ***Manager of Community Development: Senior Community Grant 2024-25 - Community Hall Technology Updates***

**11-25 Moved by Councillor Roy Huetl, Seconded by Councillor Vernon Hermer**

**Be It Resolved That** Council receives for information the Manager of Community Development's (MCD) Administrative Report entitled "Senior Community Grant 2024-25 - Community Hall Technology Updates";

**And That** Council approves the MCD's Application to the Senior Community Grant for 100% project funding;

**And That** Council directs the CAO to sign the Application for Funding and to enter into a Funding Agreement with the Senior Community Grant upon the Township's successful Application for 100% project funding;

**And That** Council directs the MCD to have the new technology purchased and installed if

the Application for Funding is successful.

**Carried**

d) ***Treasurer - Building Department Annual Activity - 2024***

**12-25 Moved by Councillor Vernon Hermer, Seconded by Councillor Roy Huetl**

**Be It Resolved That** Council receives for information the Treasurer's Administrative Report entitled "Building Department Annual Construction Activity 2024".

**Carried**

e) ***Pubic Works Manager: Purchase of a Double Drum Steel Roller and Trailer***

**13-25 Moved by Councillor Vernon Hermer, 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 Double Drum Steel Roller and Trailer";

**And That** Council approves the sole source purchase of a used double drum steel roller;

**And That** Council approves the purchase of a new tilt-and-load trailer using a competitive procurement process;

**And That** Council approves the purchase of the double drum steel roller and trailer with a total cost of \$50,000, being the amount approved for the Roller in the 10 Year Capital Plan for 2025.

**Carried**

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

a) ***Kaladar Barrie Joint Fire Department***

**14-25 Moved by Councillor Fred Fowler, Seconded by Councillor Vernon Hermer**

**Be It Resolved That** Council receives for information the Minutes of a Meeting of the Kaladar Barrie Joint Fire Committee held September 12, 2024.

**Carried**

b) ***Joint Health and Safety Committee***

**15-25 Moved by Councillor Vernon Hermer, Seconded by Councillor Fred Fowler**

**Be It Resolved That** Council receives for information the Minutes of a Meeting of the Joint Health and Safety Committee held November 12, 2024.

**Carried**

c) ***Economic Development Task Force***

**16-25 Moved by Councillor Fred Fowler, Seconded by Councillor Vernon Hermer**

**Be It Resolved That** Council receives for information the Notes of a Meeting of the

Economic Development Task Force held December 10, 2024.

**Carried**

d) ***Environmental Task Force***

**17-25 Moved by Councillor Vernon Hermer, Seconded by Councillor Fred Fowler**

**Be It Resolved That** Council receives for information the Notes of a Meeting of the Environmental Task Force held December 17, 2024.

**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:***

**18-25 Moved by Councillor Fred Fowler, Seconded by Councillor Vernon Hermer**

**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:

- #2025-01 Borrowing By-law;
- #2025-02 Community Grant Policy

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

**Carried**

**17. Public Forum**

None.

Note: The DESFC, MCD, PWM and Treasurer left the meeting at this time.

**18. Closed Session**

- a) ***Closed Meeting of Council***

**19-25 Moved by Councillor Vernon Hermer, Seconded by Councillor Fred Fowler**

**Be It Resolved That** Council retires to Closed Session at 10:25 a.m. to:

- a. Adopt Minutes of a Closed Meeting held December 13, 2024; and
- b. To Receive Advice that is subject to Solicitor-Client Privilege, including communications necessary for that purpose with respect to a Public Notification Process.

**Carried**

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

The Deputy Mayor advised that during Closed Session, Council adopted Minutes of a Closed Meeting held December 13, 2024; and considered advise subject to Solicitor-Client privilege, resulting in the following Resolution:

### **a) *Communications Tower -Notification Process***

**20-25 Moved by Councillor Vernon Hermer, Seconded by Councillor Fred Fowler**

**Be It Resolved That** Council instructs staff to complete further research on the cell tower to be provided to Council at the January 31, 2025 Council Meeting to assist them with their decision, including solicitor advice.

**Carried**

## **20. Confirmatory By-law**

### **a) *Confirming By-law #25-03***

**21-25 Moved by Councillor Vernon Hermer, Seconded by Councillor Fred Fowler**

**Be It Resolved That** By-law #25-03, being a By-law to confirm all actions and proceedings of Council for its Regular Meeting held January 10, 2025 be read a first, second, and third time and finally passed.

**Carried**

## **21. Adjournment**

### **a) *Adjournment of the Council Meeting***

**22-25 Moved by Councillor Fred Fowler, Seconded by Councillor Vernon Hermer**

**Be It Resolved That** Council adjourns the Meeting at 11:18 a.m. until January 31, 2025 or at the call of the Chair.

**Carried**

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Mayor

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Clerk



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

**Date:** March 15, 2024

**Resolution # 102-24**

**Moved By:**  
Councillor Stephanie Regent

**Seconded By:**  
Councillor Wayne Good

**Be It Resolved That** Council receives for information the Public Works Manager’s Administrative Report entitled “Land O’ Lakes Garden Club Proposed Earth Day Event”;  
**And That** the Township has an Adopt-a-Road Policy for events that include litter pick-up along Township Roads;  
**And That** the Township is committed to environmental stewardship and supports efforts to clean up the right of way, however, the activity must be done safely;  
**And That** the event proposed by the Land O’ Lakes Garden Club is large in scope, potentially involves many volunteers at multiple locations, is difficult to oversee and as a result is beyond the scope of the Township’s Adopt-a-Road Policy;  
**And That** as a result of the scope there is considerable risk, potential liability and insurance concerns for the Township associated with the proposed event;  
**And That** a Memorandum of Understanding (MOU) is required between the Township and the Land O’ Lakes Garden Club, requiring the Garden Club, in their leadership role, to oversee the event, be responsible for and provide proof of insurance for the event and all volunteers, indemnify the Township and commit to all safety provisions;  
**And That** in the absence of a satisfactory MOU addressing the concerns provided by the Township’s Insurance Provider, Council denies the request to host the event on Township of North Frontenac roads;  
**And That** Council approves the Township of Addington Highlands place a bin on a temporary basis at the Barrie Hall;  
**And That** if all requirements of the MOU can be met Council approves the CAO signing the MOU.

**Carried**

Mayor

**From:** Darwyn Sproule  
**Sent:** Friday, January 24, 2025 2:02 PM  
**To:** Tara Mieske  
**Cc:** Corey Klatt; Darwyn Sproule  
**Subject:** Earth Day Event - proposed by the Land O'Lakes Horticultural Society (Garden Club)

I received a request from the Land O'Lakes Horticultural Society (Garden Club) to host an Earth Day clean up event again this year, on Saturday April 26<sup>th</sup>. Last year we developed a Memorandum of Understanding (MOU) that addressed: the point of contact / leadership role, safety protocols and requirements, waste disposal, insurance, indemnity and safety guidelines.

Our contacts at the Garden Club remain the same as last year and the format of the event is the same. Addington Highlands are prepared to provide a bin at the Barrie Hall again. The scope and nature of the event is the same as last year and we propose using the same MOU with some minor edits. Last years event went very well without any issues or concerns, and I recommend we follow the same format this year.

The Township will:

- Lend the Garden Club cones to be placed at locations where litter is being collected.
- Prepare mapping of locations within North Frontenac where the Garden Club proposes litter pickup.
- Safety items and event details will be posted by the Garden Club on their website and referenced by their FB announcement.
- Clear blue bags will be used for the event and buttons issued to identify volunteers.
- The Public Works Manager will ensure WS Attendants are aware of the bags and buttons issued by the Garden Club, and accept sorted waste without any charge (during regular open hours).
- Volunteers will flag locations with large or hazardous items that Roads staff will pick up afterwards.

For consideration by Council.

Darwyn Sproule  
Public Works Manager

**To:** Mayor and Members of Council  
**From:** Tara Mieske, Clerk/Planning Manager, Dipl.M.A. Dipl.M.M.  
Casey McGrath, Administrative Assistant to the CPM and DESFC  
**Approved by:**  
**Date of Meeting:** 31 Jan 2025  
**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. The Eastern Workforce Innovation Board re: Newsletter- December 2024
2. File #B01/25 - Application for Lot Addition - 1031 Cedar Lane (Stewart)
3. KFL&A Public Health re: Introducing the South East Health Unit
4. Town of Kearney re: Request for Support - Changes to the Planning - Additional Dwelling Units
5. Municipality of South Huron re: Request for Support - Heritage Preservation
6. File #B26/24 - Creation of ROW - 1834 Arcol Road (Morey/Taylor) - Notice of Decision
7. City of Woodstock re: Request for Support - Need for Child Welfare Services Funding
8. Minister of Rural Affairs re: 2024 Year-In-Review and Greetings
9. File #A01/25 - 1922B South Road - Ehret - Proposed Development
10. Municipal Property Assessment Corporation re: 2024 Municipal Partnership Report
11. Ministry of Infrastructure re: Municipal Housing Infrastructure Program - Reconstruction / Rehabilitation of Ardoch Road and Structural Culvert Replacement Project
12. MPAC re: 2024 Municipal Partnership Report
13. Minister of Rural Affairs re: Enabling Opportunity: Ontario's Rural Economic Development Strategy
14. Ministry of Natural Resources re: Update: Proposed regulation regarding Minister's Permit and Review powers under the Conservation Authorities Act
15. City of Peterborough re: Request for Support - Bill 242, Safer Municipalities Act, 2024
16. Frontenac OPP Detachment Board re: November 21, 2024 Meeting Minute
17. Frontenac County re: Updates from Frontenac Economic Development
18. County of Frontenac re: Request for Support - Increase Tile Drain Loan Limit

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

1. Request Snow Road Community Association re: Generator for Snow Road Hall
2. John Inglis, Resident re: Donation of Benches for use at Clar-Mill Hall

**From:** michael kennelly  
**Sent:** December 27, 2024, 8:31 AM  
**Subject:** Generator for Snow Road Hall

Good Morning Brooke,  
The Board of Directors has been directed by the Association at our recent AGM to ask the Township for a permanent generator at the Hall.

In as much as the Hall has been used as an Emergency Drop in Centre in the past it would make sense that it had power during these events.

The Snow Road Community Association has designated \$3500 as our contribution to this project.

Please let me know if you have any questions or concerns.  
Kind regards

Mike Kennelly  
President  
SRCA

From: John Inglis  
Sent: January 22, 2025 3:01 PM  
Subject: benches

Hi Brooke,

I'm bringing 3 wood benches to the Feb. 22 Winterfest, that I'd like to donate to Clar Mill Hall.

John

**To:** Mayor and Members of Council  
**From:** Corey Klatt, Chief Administrative Officer, Dipl. M.A.  
**Approved by:**  
**Date of Meeting:** 31 Jan 2025  
**Re:** Complaint Files - 2024 Annual Report

**Recommendation:**

Be It Resolved That Council receives the Chief Administrative Officer's Administrative Report entitled "Confidential Complaint Files - 2024 Annual Report" for information purposes.

**Background:**

As previously directed by Council, the Chief Administrative Officer (CAO) shall provide an annual Administrative Report advising of the status of all Confidential Complaint Files including the number of confidential complaints received during the annual reporting period; and to include previous active and closed complaint files.

**Researched By:**

Katelyn Ronfeld, Dipl.M.A., CAO Executive Assistant

**Comments:**

26 Confidential Complaints were received in 2024. An update of the number of Confidential Complaints (active/closed) from 2017 up to and including December 31, 2024 is as follows:

- 2017 – 31 total complaints received; 31 closed complaints & 0 active complaints.
- 2018 – 16 total complaints received; 16 closed complaints & 0 active complaints.
- 2019 – 49 total complaints received; 48 closed complaints & 1 active complaints.
- 2020 – 54 total complaints received; 54 closed complaints & 0 active complaints.
- 2021 – 62 total complaints received; 61 closed complaints & 1 active complaints.
- 2022 – 34 total complaints received; 34 closed complaints & 0 active complaints.
- 2023 - 34 total complaints received; 33 closed complaints & 1 active complaints.
- 2024 - 26 Total Complaints received, 22 closed complaints & 4 active complaints.

Total Complaints received 2017 – 2024 = 306

Total Closed Complaints 2017 – 2024 = 299

Total Active Complaints 2017 – 2024 = 7

By-law complaints by category for 2024:

- 6 Zoning
- 1 Yard Standards
- 1 Building
- 1 Recreational Vehicle

- 11 Animal Control
- 3 Noise
- 1 Roads
- 1 Solid Fuel Appliances
- 1 Landlord Tenant's Act Maintenance Complaint

### **Financial Impact:**

Staff time, including the CAO, CAO Executive Assistant, applicable Township Manager(s) and Chief Building Official. Also, if applicable, the By-law Enforcement Officer; and/or the Township Solicitors, when required and approved by the CAO.

The 2024 approved Budget for the By-law Department's expenditures was \$82,370 which includes staff time for the CAO Executive Assistant, Chief Building Official, contracted services (including mileage), legal fees and Line Fences Act.

By-law Legal fees for 2024 were budgeted at \$21,500 (\$10,000 general, \$1,500 for Parking By-law and \$10,000 legal approved to be funded from Contingency Reserve Fund) and the year to date is \$14,202.22 pending year-end; which includes \$2,430.63 (pending year-end) in expenses for Closed Resolutions C14-24 and C61-23. Council approved these expenses to be funded from the Contingency Reserve Fund.

**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:** 31 Jan 2025  
**Re:** Shore Road Allowance Application for Approval in Principle – Williams

### 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 – Williams”;  
**And That** Council approves in principle the Application to close, stop up and sell the Shore Road Allowance as described as Part of the Shore Road Allowance lying adjacent to Lot 277, Plan 1044, geographic Township of Barrie (Kashwakamak Lake), shown as Part 3 on Registered Plan 13R-22146.

### Background:

The Township received a Shore Road Allowance Application to close and purchase the Shore Road Allowance abutting the Applicant's property.

The following is a summary of the information provided by the applicant regarding Application T1/573/25 – 1225 Silver Mine Lane:

- The Road Allowance has never been used as a public road;
- The closure and sale of the road 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’s Inspection Form dated January 19, 2025 advised the following:

- there are no natural features that would be disturbed;
- there are no neighboring properties or Township Roads in close proximity that would be affected by the Application; and
- it will not be necessary to make provisions for alternate access for anyone using this road as an access.

The location map of the subject property (Figure A); survey showing Part 3 (Figure B) and Municipal Inspector's sketch (Figure C) are shown below:

Figure A

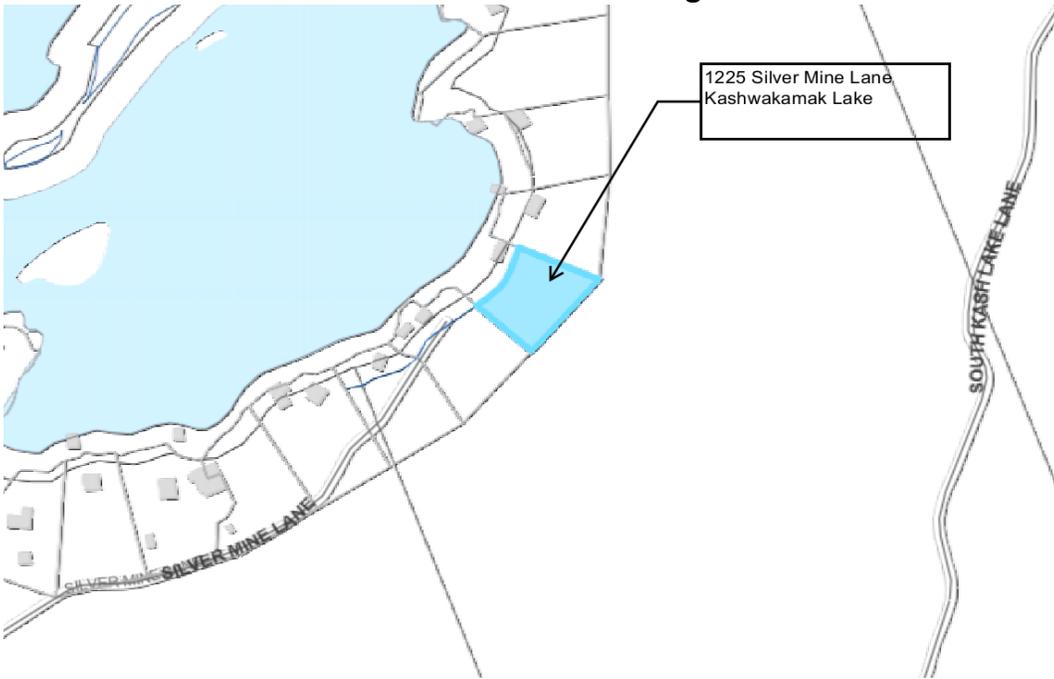


Figure B

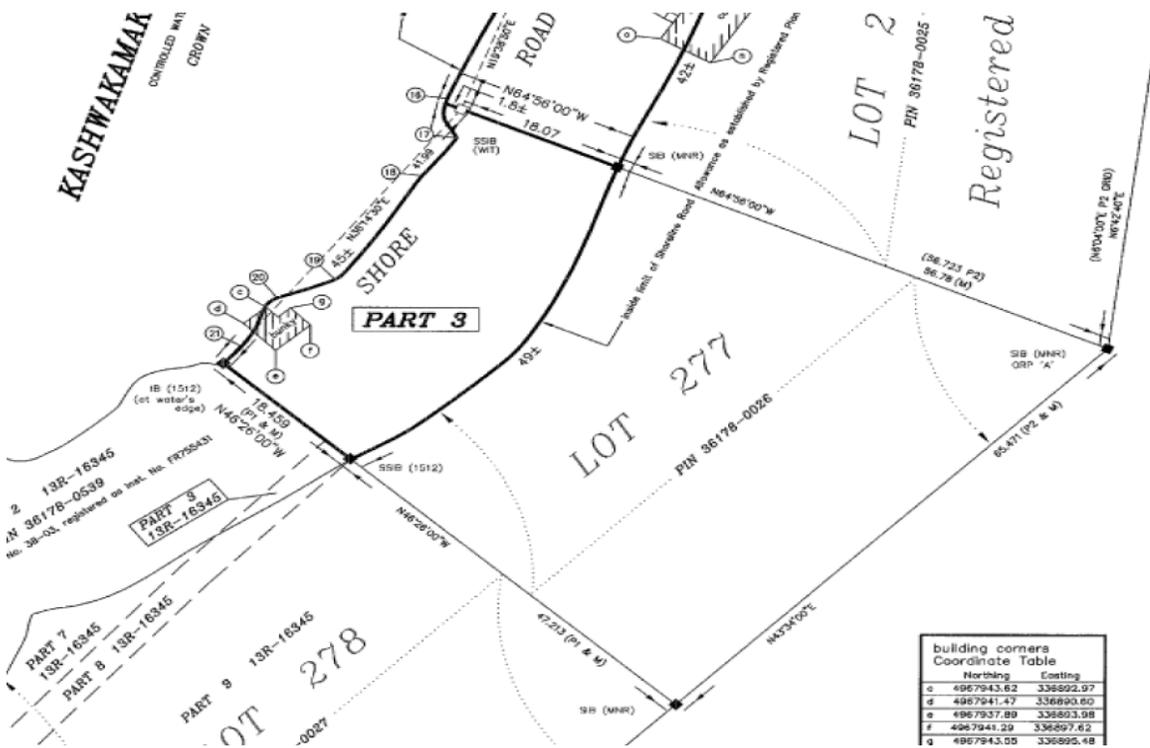
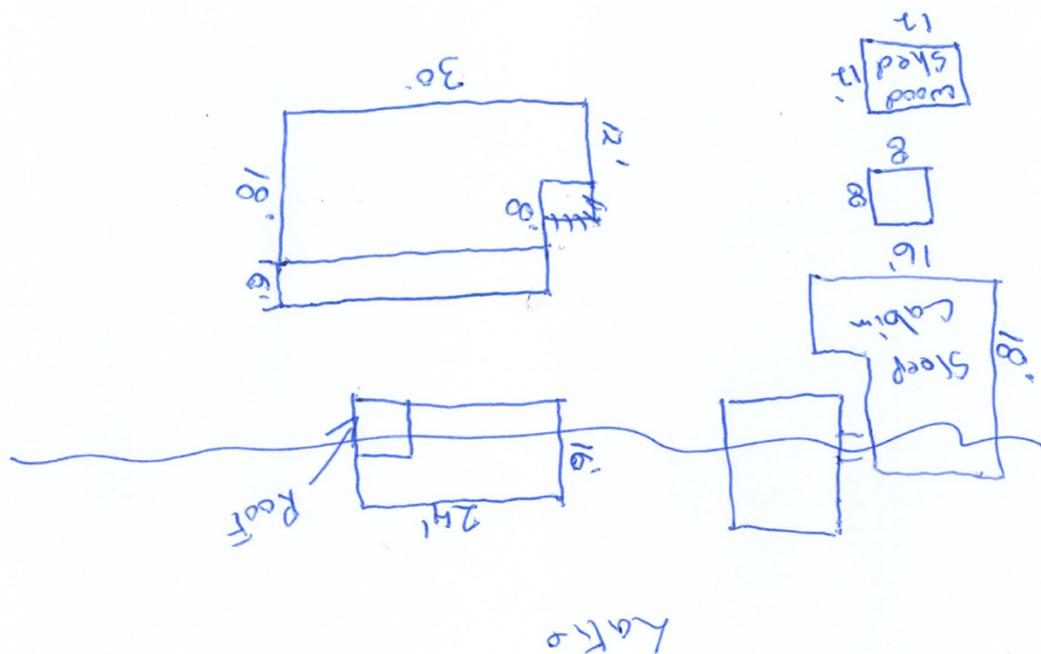


Figure C



**Financial Impact:**

The Applicant provided the Administrative Fee of \$1,300 (\$1,000 + \$130 HST) at the time of submitting the Application.

**Strategic Implications:**

None.

**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:** 31 Jan 2025  
**Re:** Updates to the Township's Policy for Sale and Disposition of Land By-law

### Recommendation:

**Be It Resolved That** Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Updates to the Township's Policy for Sale and Disposition of Land By-law";  
**And That** Council will consider a By-law later in the meeting to adopt the updated policy and repeal By-law #20-23.

### Background:

At the meeting on December 15, 2023, Council passed the following resolution:

Resolution #508-23 Moved by Councillor Fowler Seconded by Councillor Hermer

**Be It Resolved That** Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Lot Road Allowance Closure for Approval in Principle – Ramsay";

**And That** Council denies the Application to close, stop up and sell a portion of the 66' Road Allowance between Lots 30 and 31, Concession 2, geographic Township of Barrie;

**And That** Council instructs the Clerk to advise the Applicant of the denial of the application and advise the Applicant that Council would consider a Licence Agreement for the use of the Road Allowance if they wish to apply;

**And That** due to ongoing concerns with the use of Road Allowances for access for future development, Council instructs the Clerk to amend the Road Closing Policy to only permit the sale of Road Allowances, excluding Shore Road Allowances, to only consider sale in extenuating circumstances.

**Carried**

### Researched By:

Tara Mieske, Clerk/Planning Manager

Brooke Drechsler, Deputy Clerk/Assistant to the Planning Manager

### Comments:

The Township has received three applications to close and sell Concession Road Allowances (two applications in 2023 and one in 2024), which were denied as the closures would impact public use and access to back lots. Council passed Resolution #508-23 (noted in Background Section) in response to the second application received in 2023.

During the public notification in 2024 of a proposed closure of the Concession Road Allowance between Concessions 6 and 7 in Lot 38, concerns were expressed regarding the impact to future back lot development if the Concession Road Allowance was closed.

Based on these concerns, staff recommend the provisions in the policy be updated as follows:  
"If in the opinion of Council, a decision to close a Concession/Lot/Reserve/Forced Road Allowance that could potentially impede access to future development of a property; deny public access to a waterbody or interfere with public access to other parcels of land, emergency access or other Township purposes, will only be considered under extenuating circumstances (i.e. applicant has a building on the road allowance)."

It is also recommended, if an application is received for the closure of a Concession/Lot/Reserve/Forced Road Allowance, that the public notice to neighbours within 60 metres be provided and the required signage posted on the road allowance prior to the application being provided to Council for Approval in Principle. This will provide Council with information on potential concerns prior to the Application being approved in principle. The applicant will not need to survey the property prior to the notice being provided; this will be required if the application is approved in principle by Council.

There were also a few housekeeping amendments which are noted in the mark-up copy.

#### **Financial Impact:**

None.

#### **Strategic Implications:**

Economic Prosperity - Prepare for potential development opportunities.

#### **Attachments:**

[Red lined Draft Policy](#)

[Clean Copy - Draft Policy](#)

**Schedule 'A'**  
**to By-law # 00-25**

**Policy for Sale and Disposition of Land**

**1. Definitions**

In this Policy:

**Appraisal** means a written opinion as to the amount the land might be expected to realize if sold in the open market by a willing seller to a willing buyer.

**Clerk** means the Clerk of the Corporation of the Township of North Frontenac.

**Council** means the Council of the Corporation of the Township of North Frontenac.

**Crown Land** means any unpatented land owned and managed by the Province of Ontario.

**Road Allowance** means allowances originally laid out for roads by a Crown surveyor, including both Road Allowances shown on an original township survey and Road Allowances shown along the water in a plan of subdivision. Road Allowances are generally 66 feet in width.

**Township** means the Corporation of the Township of North Frontenac.

**2. Purpose**

This Policy shall apply to the following:

- a) Sale and disposition of land by the Corporation of the Township of North Frontenac. For the purposes of this policy, "sale" shall include a lease of twenty-one (21) years or longer.
- b) The closure and sale of Road Allowances by the Corporation of the Township of North Frontenac.

This policy does not apply to the sale of land under Part XI of the Municipal Act – Sale of Land for Tax Arrears.

**3. Policy Statement**

The Township will dispose of surplus lands in an open and transparent process to ensure consideration for disposal is fair, reasonable and in the best interest of the Township.

**4. General Provisions**

- a) The sale of land to the following public bodies is exempt from the process:
  - i. A municipality;
  - ii. A local board, including a school board and a conservation authority.
  - iii. The Crown in Right of Ontario or Canada and their agencies.

Council shall determine the disposition process for lands being transferred to these bodies, based on specific circumstances in each case (the lands being conveyed, use of the lands being conveyed, etc.).

- b) The Township shall maintain a public register listing and describing the land owned by or leased by the Township.
- c) The role of the Township Solicitor is to act on behalf of the Township.
- d) Prior to the disposal of land by the Township, Council shall, by Resolution, declare the property to be surplus to the needs of the Township.

#### **5. Process for Sale of Surplus Township Property excluding Road Allowances**

- a) Lands to be sold on the open market shall be listed with a real estate brokerage on a multiple listing service basis.
- b) Otherwise the following process shall be followed:

##### **Appraisal**

The Clerk shall obtain at least one (1) appraisal of the fair market value of the land. The form of the appraisal shall be on Opinion of Value from a licensed realtor or professional appraiser to determine the value of the land.

The sale of the following classes of lands are exempt from an appraisal:

- Land 0.3 meters or less in width acquired in connection with an approval or decision made under the *Planning Act*.
- Highways, roads and Road Allowances if sold to an owner of land abutting the highway, road and Road Allowances.
- Land formerly used for railway lines if sold to an owner of land abutting the former railway land.
- Land purchase by owner in accordance with Section 42 of the *Expropriations Act*.
- Land sold under Sections 107, 108 and 110 of the Municipal Act.

##### **Public Notice**

The Clerk shall provide Notice to the Public of the proposed sale of land by:

- a) Inserting the Notice once in the local newspaper; and posting the Notice on the Township's website
- or:**
- b) Posting the Notice on the property for ten (10) days prior to Council's decision to dispose of Township land; and Providing Notice by personal service or prepaid first class mail to every owner of land within sixty (60) meters of the boundary of the lands proposed to be sold. The owner of land shall be deemed to be the person(s) shown on the last revised assessment roll of the Township.

## 6. Process for Closing and Sale of Township Road Allowances – Shore Road, Concession, Lot, Reserved or Forced Road

### a) General Provisions:

- i. Council is under no obligation to sell a Road Allowance.
- ii. The Township will only convey to the adjacent land owner the portion of the Road Allowance above the controlled or normal high water mark. ~~Flooded land will not be sold.~~
- iii. The Application will not be approved if the closure and sale results in conflicts with the Township of North Frontenac's Zoning By-law or other applicable Township By-laws.
- iv. In the case of Shore Road Allowances, the portion of land between the Road Allowance and the property owner's lot that is owned by the Crown, if any, must be purchased through the Ministry of Natural Resources and Forestry prior to proceeding with the Township Road Allowance purchase.
- v. Although an Ontario Land Surveyor and Solicitor are not required at the beginning of the process, it is recommended the Applicant contact these professionals to discuss the services required and timelines.
- vi. The Applicant is responsible for preparing and submitting an Application; reference plan (survey); paying all fees associated with the Application process, including but not limited to, the ~~Administration~~Administrative Fee, Applicant(s) legal fees, and the land cost for the purchase of the property even if the process is not completed.
- vii. Applications may not be approved if:
  - It is determined the closure and sale will result in a negative impact on neighbouring owners land.
  - The closure and sale, in the opinion of Council, would impact public waterfront recreational activities, public access, emergency access, public travel, or other Township purposes, unless at the discretion of Council, alternative public access is provided by the Applicant or is available nearby on the same body of water.
  - The Road Allowance is within thirty (30) meters of a dam.
  - The Applicant does not own the property directly abutting the Road Allowance.
  - The Road Allowance must be able to merge with the Applicants property. Therefore, Council may not consider the closure and sale if the Road Allowance is not physically connected to the Applicant's property.
- viii. Applications Approved in Principle will be closed if inactive for a period of two (2) years from the date of the passing of Council's Resolution.
- ix. In the case of where Approval in Principle has been given, Applicants wishing to pursue their application after the original Application is deemed closed will be required to submit a new Application and begin the process again, including providing the Administrative Fee.
- ~~viii-x.~~
- xi. Applications where the By-law has been passed will be closed if inactive for a period of two (2) years from the date of passing of the By-law.

xii. In the case where the By-law has been passed, the property owner will need to submit the re-activation fee as set out in the Township's Fees and Charges By-law.

~~ix-xiii.~~

~~x. Applicants wishing to pursue their Application after the original Application is deemed closed, in the case of Approval in Principle the property owner will be required to submit a new Application and begin the process again, including providing the Administrative Fee. In the case, where the By-law has been passed, the property owner will need to submit the re-activation fee as set out in the Township's Fees and Charges By-law.~~

**b) Application:**

- i. The property owner(s) shall complete the appropriate Application depending on the type of road wishing to be closed and purchased and submit the Application to the Clerk's Department.
- ii. The Application must be signed by all owners' listed on the deed/transfer.
- iii. The ~~Administration~~Administrative Fee must be submitted with the Application in accordance with the Township's Fees and Charges By-law.
- iv. The Administrative Fee for a Road Closing Application is non-refundable.

**c) Site Inspections:**

- i. The proposed Road Closing will be inspected by the Municipal Road Inspector and if required the Public Works Manager with a report provided to the Clerk who will provide a report to the Clerk.
- ii. Due to inclement weather and snow cover, Applications for Road Closures received between November 15<sup>th</sup> and April 30<sup>th</sup> may be deferred until the site inspection can be completed.
- iii. Site inspections shall be made by the Municipal Inspector within four (4) weeks of being circulated.
- iv. In cases where the Municipal Road Inspector cannot inspect the property, the inspection may be completed by a designate.

**Additional Provisions for Concession/Lot/Reserve/Forced Road Application**

In the case of a Concession/Lot/Reserve/Forced Road Application, prior to Approval in Principle being considered, notice will be provided by prepaid first class mail to every owner of land within sixty (60) metres of the boundary of the lands proposed to be sold prior to the application being considered by Council. The Township will provide signs to the Applicant(s), to be posted clearly identifying the subject Road Allowance for a period of fourteen (14) days minimum. The posting of the signs at the subject property will be the responsibility of the Applicant(s) and notice must remain for the required period of time. Applicants are required to provide an affidavit and submit photos of the posted notice to the Township office. Although written approval is not required, all comments or objections to the proposed closure will be provided to Council to be taken into consideration.

**d) Approval in Principle:**

- i. A report, including the details of the proposal and the Municipal Road Inspection Report, will be provided to Council for consideration in an Agenda which is posted on the Township's website.
- ii. ~~In the case of a Concession/Lot/Reserve/Forced Road Allowance any comments received by the public will be provided to Council for their consideration.~~
- iii. If in the opinion of Council, a decision to close a Concession/Lot/Reserve/Forced Road Allowance ~~that~~ could potentially impede access to future development of a property; ~~deny public access to a water body; or interfere with public access to other parcels of land; impede emergency access or interfere with other Township purposes.~~ Council will only ~~be~~ ~~considered~~ ~~the sale of the road allowance~~ under extenuating circumstances (i.e. applicant has a building on the road allowance). ~~However; Council is under no obligation to sell Concession/Lot/Reserve/Forced Roads. Please note Council is under no obligation to sell the Concession/Lot/Reserve/Forced Road Allowance~~
- iv. Council may provide Approval in Principle or deny the Application.
- v. If the application is Approved in Principle, unforeseen circumstances may delay or end the application process.

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**Concession/Lot/Reserve/Forced Road Application**

- i. If the Application pertains to a Concession/Lot/Reserve/Forced Road Application that does not lead to water and is approved in principle, half thirty-three (33 feet) of that portion of the Road Allowance will be offered to the owners of property abutting the opposite side of the subject Road Allowance. If the abutting neighbour decides to purchase the Road Allowance, they must submit an Application and the two (2) Applications will proceed concurrently. If the abutting neighbour decides not to purchase the Road Allowance, the initial Application will proceed for the full width.
- ii. ~~If the decision to close a Concession/Lot/Reserve/Forced Road Allowance would deny public access to a water body, Council will only consider the sale of a portion of the Road Allowance under extenuating circumstances (i.e. Applicant has a building on the Road Allowance). However, Council is under no obligation to sell the Concession/Lot/Reserve/Forced Road Allowance.~~

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**e) Registered Reference Plan by Ontario Land Surveyor (Survey):**

- i. The Applicant shall arrange to have the subject Road Allowance surveyed by an Ontario Land Surveyor.
- ii. It is the responsibility of the Applicant to advise the Ontario Land Surveyor if the area (square metres/feet) of the Road Allowance is not included on the registered plan a separate report advising of the area is to be provided at the time the registered plan is provided. Failing to do so will delay the circulation process.
- iii. The Registered Reference Plan shall be provided to the Township electronically. Paper copies will no longer be accepted. Applicants can

obtain an electronic version of their Reference Plan by visiting the Registry Portal at [www.onland.ca](http://www.onland.ca).

- iv. Applicants are to inquire with the Ontario Land Surveyor if any Bell Canada and/or Hydro One facilities are located on the Shore Road Allowance. If so, the Applicant shall request the Ontario Land Surveyor create a separate Part on the reference plan for potential easements.
- v. If closure of the Road Allowance results in a property owner not being able to access their property, the Applicant shall request the Ontario Land Surveyor indicate the area on the Registered Survey for potential easement. The Township solicitor will create and register the easement, with the cost to be paid by the Applicant.
- vi. The Shore Road sidelines are normally determined by extending the property line straight to the water. In cases where this will effect neighbouring property owner's access to the water or shoreline or use of their land, the lot lines may be adjusted to a mutually agreeable location. In circumstances where abutting neighbours cannot agree on a mutual side line, Council may determine the location of the disputed line or deny the application.

**f) Public Notice:**

**Shore Road Allowance**

- i. Notice will be provided to the abutting owners of the Applicants land by mail, informing them of the Application and notifying them that they have thirty (30) days in which to submit any objection in writing to the Township.
- ii. The Notice will be posted on the Township's Website.
- iii. The Township will provide signs to the Applicant(s), to be posted clearly identifying the subject Road Allowance on the waterfront and at the entrance to the property for a period of ten (10) days minimum. The posting of the signs at the subject property will be the responsibility of the Applicant(s) and notice must remain until the By-law is passed and the application deemed complete.
- iv. Applicants are required to provide an affidavit and submit photos of the posted notice to the Township office.
- v. The Notice will also be provided to Hydro One, Bell Canada and Public Works Canada and if the subject Road Allowance intersects a Provincial Highway, the Ministry of Transportation. These Agencies are provided the opportunity to object to the Road Closing or to request an easement to allow them access to maintain their structures or equipment.

**Concession/Lot/Reserve/Forced Road Allowance**

~~In the case of a Concession/Lot/Reserve/Forced Road Application, the Notice will be provided by prepaid first class mail to every owner of land within sixty (60) metres of the boundary of the lands proposed to be sold. Although written approval is not required, all comments or objections to the proposed closure will be taken into consideration prior to further action on the proposal.~~

i:

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~~ii.i.~~ The Notice will be placed in the Frontenac News at least ten (10) days prior to the By-law being passed; and posted on the Township's Website. ~~The Township will provide signs to the Applicant(s), to be posted clearly identifying the subject Road Allowance for a period of fourteen (14) days minimum. The posting of the signs at the subject property will be the responsibility of the Applicant(s) and notice must remain for the required period of time~~

~~iii.ii.~~ The Notice will also be provided to Hydro One, Bell Canada and Public Works Canada and if the subject Road Allowance intersects a Provincial Highway, the Ministry of Transportation. These agencies are provided the opportunity to object to the road closing or to request an easement to allow them access to maintain their structures or equipment.

~~Public comments received by the Clerk will be provided to Council for consideration.~~

#### **g) Determination of Land Costs:**

##### **Shore Road Allowance**

The area used to calculate the Land Costs will be taken from the Registered Reference Plan or as provided by the Ontario Land Surveyor. The cost per square foot to purchase the Shore Road Allowance will be set out in the Township's Fees and Charges By-law.

Note: The Township uses a conversion of 1 square metre equals 10.76 square feet.

##### **Concession/Lot/Reserve/Forced Road**

~~In the case of a Concession/Lot/Reserve/Forced Road Application, the length used to calculate the Land Costs will be taken from the Registered Reference Plan. The land costs to purchase a Concession/Lot/Reserve/Forced Road Allowance will be set out in the Township's Fees and Charges By-law.~~

~~Note: The Township uses a conversion of 1 metre equals 3.28 feet.~~

Land Costs can be paid by money order; ~~or~~ cheque made payable to the Township of North Frontenac or by e-transfer. Cash payment or debit transactions are accepted at the Township office.

#### **h) Council Approval and Adoption of By-law:**

- i. Council will consider all public comments received.
- ii. Prior to the disposal of land by the Township, Council shall, by resolution, declare the property to be surplus to the needs of the Township.
- iii. A By-law will be provided to Council for consideration at a regularly scheduled Council Meeting.
- iv. If the By-law is passed by Council, it will be provided to the Township Solicitor to obtain a Property Identification Number and to be registered. The Township Solicitor's legal costs are covered by the ~~Administration~~Administrative Fee provided by the Applicant.

**i) Deed and Consolidating Documents:**

- i. The Clerk will prepare a Consolidation Agreement to ensure the Road Allowance merges with the Applicant's lands. Once the Agreement is signed by the Township's signing authorities it will be provided to the Applicant's Solicitor to be signed by the Applicant along with the registered By-law and Property Identification Number.
- ii. The Applicant's Solicitor will be responsible for preparing the Transfer, having the Applicant sign the Consolidation Agreement and registering the Transfer and Agreement.
- iii. All costs for this legal work is the responsibility of the Applicant.
- iv. A copy of the Registered Deed and Consolidation Agreement shall be provided to the Township.

**Schedule 'A'**  
**to By-law # 00-25**

**Policy for Sale and Disposition of Land**

**1. Definitions**

In this Policy:

**Appraisal** means a written opinion as to the amount the land might be expected to realize if sold in the open market by a willing seller to a willing buyer.

**Clerk** means the Clerk of the Corporation of the Township of North Frontenac.

**Council** means the Council of the Corporation of the Township of North Frontenac.

**Crown Land** means any unpatented land owned and managed by the Province of Ontario.

**Road Allowance** means allowances originally laid out for roads by a Crown surveyor, including both Road Allowances shown on an original township survey and Road Allowances shown along the water in a plan of subdivision. Road Allowances are generally 66 feet in width.

**Township** means the Corporation of the Township of North Frontenac.

**2. Purpose**

This Policy shall apply to the following:

- a) Sale and disposition of land by the Corporation of the Township of North Frontenac. For the purposes of this policy, "sale" shall include a lease of twenty-one (21) years or longer.
- b) The closure and sale of Road Allowances by the Corporation of the Township of North Frontenac.

This policy does not apply to the sale of land under Part XI of the Municipal Act – Sale of Land for Tax Arrears.

**3. Policy Statement**

The Township will dispose of surplus lands in an open and transparent process to ensure consideration for disposal is fair, reasonable and in the best interest of the Township.

**4. General Provisions**

- a) The sale of land to the following public bodies is exempt from the process:
  - i. A municipality;
  - ii. A local board, including a school board and a conservation authority.

- iii. The Crown in Right of Ontario or Canada and their agencies - Council shall determine the disposition process for lands being transferred to these bodies, based on specific circumstances in each case (the lands being conveyed, use of the lands being conveyed, etc.).
- b) The Township shall maintain a public register listing and describing the land owned by or leased by the Township.
- c) The role of the Township Solicitor is to act on behalf of the Township.
- d) Prior to the disposal of land by the Township, Council shall, by Resolution, declare the property to be surplus to the needs of the Township.

## **5. Process for Sale of Surplus Township Property excluding Road Allowances**

- a) Lands to be sold on the open market shall be listed with a real estate brokerage on a multiple listing service basis.
- b) Otherwise, the following process shall be followed:

### **Appraisal**

The Clerk shall obtain at least one (1) appraisal of the fair market value of the land. The form of the appraisal shall be on Opinion of Value from a licensed realtor or professional appraiser to determine the value of the land.

The sale of the following classes of lands are exempt from an appraisal:

- Land 0.3 meters or less in width acquired in connection with an approval or decision made under the *Planning Act*.
- Highways, roads and Road Allowances if sold to an owner of land abutting the highway, road and Road Allowances.
- Land formerly used for railway lines if sold to an owner of land abutting the former railway land.
- Land purchase by owner in accordance with Section 42 of the *Expropriations Act*.
- Land sold under Sections 107, 108 and 110 of the Municipal Act.

### **Public Notice**

The Clerk shall provide Notice to the Public of the proposed sale of land by:

- a) Inserting the Notice once in the local newspaper; and posting the Notice on the Township's website
- or:**
- b) Posting the Notice on the property for ten (10) days prior to Council's decision to dispose of Township land; and Providing Notice by personal service or prepaid first class mail to every owner of land within sixty (60) meters of the boundary of the lands proposed to be sold. The owner of land shall be deemed to be the person(s) shown on the last revised assessment roll of the Township.

## **6. Process for Closing and Sale of Township Road Allowances – Shore Road, Concession, Lot, Reserved or Forced Road**

### **a) General Provisions:**

- i. Council is under no obligation to sell a Road Allowance.
- ii. The Township will only convey to the adjacent landowner the portion of the Road Allowance above the controlled or normal high water mark.
- iii. The Application will not be approved if the closure and sale results in conflicts with the Township of North Frontenac's Zoning By-law or other applicable Township By-laws.
- iv. In the case of Shore Road Allowances, the portion of land between the Road Allowance and the property owner's lot that is owned by the Crown, if any, must be purchased through the Ministry of Natural Resources and Forestry prior to proceeding with the Township Road Allowance purchase.
- v. Although an Ontario Land Surveyor and Solicitor are not required at the beginning of the process, it is recommended the Applicant contact these professionals to discuss the services required and timelines.
- vi. The Applicant is responsible for preparing and submitting a complete Application; reference plan (survey); paying all fees associated with the Application process, including but not limited to, the Administrative Fee, Applicant(s) legal fees, and the land cost for the purchase of the property even if the process is not completed.
- vii. Applications may not be approved if:
  - It is determined the closure and sale will result in a negative impact on neighbouring owner's land.
  - The closure and sale, in the opinion of Council, would impact public waterfront recreational activities, public access, emergency access, public travel, or other Township purposes, unless at the discretion of Council, alternative public access is provided by the Applicant or is available nearby on the same body of water.
  - The Road Allowance is within thirty (30) meters of a dam.
  - The Applicant does not own the property directly abutting the Road Allowance.
  - The Road Allowance must be able to merge with the Applicants property. Therefore, Council may not consider the closure and sale if the Road Allowance is not physically connected to the Applicant's property.
- viii. Applications which have been Approved in Principle will be closed if inactive for a period of two (2) years from the date of the passing of Council's Resolution.
- ix. In the case of where Approval in Principle has been given, Applicants wishing to pursue their Application after the original Application is deemed

closed will be required to submit a new Application and begin the process again, including providing the Administrative Fee.

- x. Applications where the By-law has been passed will be closed if inactive for a period of two (2) years from the date of passing of the By-law.
- xi. In the case where the By-law has been passed, the property owner will need to submit the re-activation fee as set out in the Township's Fees and Charges By-law.

**b) Application:**

- i. The property owner(s) shall complete the appropriate Application depending on the type of road wishing to be closed and purchased; and submit the Application to the Clerk's Department.
- ii. The Application must be signed by all owners listed on the deed/transfer.
- iii. The Administrative Fee must be submitted with the Application in accordance with the Township's Fees and Charges By-law.
- iv. The Administrative Fee for a Road Closing Application is non-refundable.

**c) Site Inspections:**

- i. The proposed Road Closing will be inspected by the Municipal Road Inspector and, if required, the Public Works Manager with a report provided to the Clerk.
- ii. Due to inclement weather and snow cover, Applications for Road Closures received between November 15<sup>th</sup> and April 30<sup>th</sup> may be deferred until the site inspection can be completed.
- iii. Site inspections shall be made by the Municipal Inspector within four (4) weeks of being circulated.
- iv. In cases where the Municipal Road Inspector cannot inspect the property, the inspection may be completed by a designate.

**Additional Provisions for Concession/Lot/Reserve/Forced Road Application**

In the case of a Concession/Lot/Reserve/Forced Road Application, prior to Approval in Principle being considered, notice will be provided by prepaid first class mail to every owner of land within sixty (60) metres of the boundary of the lands proposed to be sold prior to the Application being considered by Council. The Township will provide signs to the Applicant(s), to be posted clearly identifying the subject Road Allowance for a period of fourteen (14) days minimum. The posting of the signs at the subject property will be the responsibility of the Applicant(s) and notice must remain for the required period of time. Applicants are required to provide an affidavit and submit photos of the posted notice to the Township office. Although written approval is not required, all comments or objections to the proposed closure will be provided to Council to be taken into consideration.

**d) Approval in Principle:**

- i. A report, including the details of the proposal and the Municipal Road Inspection Report, will be provided to Council for consideration in an Agenda which is posted on the Township's website.
- ii. In the case of a Concession/Lot/Reserve/Forced Road Allowance any comments received by the public will be provided to Council for their consideration.
- iii. If in the opinion of Council, a decision to close a Concession/Lot/Reserve/Forced Road Allowance that could potentially impede access to future development of a property; deny public access to a water body; or interfere with public access to other parcels of land; impede emergency access or interfere with other Township purposes will only be considered under extenuating circumstances (i.e. applicant has a building on the road allowance). Please note Council is under no obligation to sell the Concession/Lot/Reserve/Forced Road Allowance.
- iv. Council may provide Approval in Principle or deny the Application.
- v. If the Application is Approved in Principle, unforeseen circumstances may delay or end the Application process.

#### **Concession/Lot/Reserve/Forced Road Application**

- i. If the Application pertains to a Concession/Lot/Reserve/Forced Road Application that does not lead to water and is approved in principle, half thirty-three (33 feet) of that portion of the Road Allowance will be offered to the owners of property abutting the opposite side of the subject Road Allowance. If the abutting neighbour decides to purchase the Road Allowance, they must submit an Application and the two (2) Applications will proceed concurrently. If the abutting neighbour decides not to purchase the Road Allowance, the initial Application will proceed for the full width.

#### **e) Registered Reference Plan by Ontario Land Surveyor (Survey):**

- i. The Applicant shall arrange to have the subject Road Allowance surveyed by an Ontario Land Surveyor.
- ii. It is the responsibility of the Applicant to advise the Ontario Land Surveyor if the area (square metres/feet) of the Road Allowance is not included on the registered plan a separate report advising of the area is to be provided at the time the registered plan is provided. Failing to do so will delay the circulation process.
- iii. The Registered Reference Plan shall be provided to the Township electronically. Paper copies will no longer be accepted. Applicants can obtain an electronic version of their Reference Plan by visiting the Registry Portal at [www.onland.ca](http://www.onland.ca).
- iv. Applicants are to inquire with the Ontario Land Surveyor if any Bell Canada and/or Hydro One facilities are located on the Shore Road Allowance. If so,

the Applicant shall request the Ontario Land Surveyor create a separate Part on the reference plan for potential easements.

- v. If closure of the Road Allowance results in a property owner not being able to access their property, the Applicant shall request the Ontario Land Surveyor indicate the area on the Registered Survey for potential easement. The Township solicitor will create and register the easement, with the cost to be paid by the Applicant.
- vi. The Shore Road sidelines are normally determined by extending the property line straight to the water. In cases where this will affect neighbouring property owner's access to the water or shoreline or use of their land, the lot lines may be adjusted to a mutually agreeable location. In circumstances where abutting neighbours cannot agree on a mutual side line, Council may determine the location of the disputed line or deny the Application.

**f) Public Notice:**

**Shore Road Allowance**

- i. Notice will be provided by prepaid first class mail to the abutting owners of the Applicants land, informing them of the Application and notifying them that they have thirty (30) days in which to submit any objection in writing to the Township.
- ii. The Notice will be posted on the Township's Website.
- iii. The Township will provide signs to the Applicant(s), to be posted clearly identifying the subject Road Allowance on the waterfront and at the entrance to the property for a period of ten (10) days minimum. The posting of the signs at the subject property will be the responsibility of the Applicant(s) and notice must remain until the By-law is passed and the Application deemed complete.
- iv. Applicants are required to provide an affidavit and submit photos of the posted notice to the Township office.
- v. The Notice will also be provided to Hydro One, Bell Canada and Public Works Canada and if the subject Road Allowance intersects a Provincial Highway, the Ministry of Transportation. These Agencies are provided the opportunity to object to the Road Closing or to request an easement to allow them access to maintain their structures or equipment.

**Concession/Lot/Reserve/Forced Road Allowance**

- i. The Notice will be placed in the Frontenac News at least ten (10) days prior to the By-law being passed; and posted on the Township's Website.
- ii. The Notice will also be provided to Hydro One, Bell Canada and Public Works Canada and if the subject Road Allowance intersects a Provincial Highway, the Ministry of Transportation. These agencies are provided the opportunity to object to the road closing or to request an easement to allow them access to maintain their structures or equipment.

**g) Determination of Land Costs:**

The area used to calculate the Land Costs will be taken from the Registered Reference Plan or as provided by the Ontario Land Surveyor. The cost per square foot to purchase the Shore Road Allowance will be set out in the Township's Fees and Charges By-law.

Note: The Township uses a conversion of 1 square metre equals 10.76 square feet.

Land Costs can be paid by money order; cheque made payable to the Township of North Frontenac; or by e-transfer. Cash payment or debit transactions are accepted at the Township office.

**h) Council Approval and Adoption of By-law:**

- i. Council will consider all public comments received.
- ii. Prior to the disposal of land by the Township, Council shall, by resolution, declare the property to be surplus to the needs of the Township.
- iii. A By-law will be provided to Council for consideration at a regularly scheduled Council Meeting.
- iv. If the By-law is passed by Council, it will be provided to the Township Solicitor to obtain a Property Identification Number and to be registered. The Township Solicitor's legal costs are covered by the Administrative Fee provided by the Applicant.

**i) Deed and Consolidating Documents:**

- i. The Clerk will prepare a Consolidation Agreement to ensure the Road Allowance merges with the Applicant's lands. Once the Agreement is signed by the Township's signing authorities it will be provided to the Applicant's Solicitor to be signed by the Applicant along with the registered By-law and Property Identification Number.
- ii. The Applicant's Solicitor will be responsible for preparing the Transfer, having the Applicant sign the Consolidation Agreement and registering the Transfer and Agreement.
- iii. All costs for this legal work is the responsibility of the Applicant.
- iv. A copy of the Registered Deed and Consolidation Agreement shall be provided to the Township.

**To:** Mayor and Members of Council  
**From:** Adam Robinson, Director of Emergency Management / Fire Chief  
**Approved by:** Corey Klatt, Chief Administrative Officer  
**Date of Meeting:** 31 Jan 2025  
**Re:** Changes To Provincial Ambulance Dispatch Protocol: Transition From Dispatch Priority Card Index. Version 2 (DPCI II) To Medical Priority Dispatch System (MPDS)

### Recommendation:

Be It Resolved That Council receives the Director of Emergency Service/Fire Chief's Administrative Report entitled, "Changes To Provincial Ambulance Dispatch Protocol: Transition From Dispatch Priority Card Index. Version 2 (DCPI II) To the Medical Priority Dispatch System" for information purposes;

And That Council directs the DESFC to monitor medical response services in North Frontenac and provide an update, including any recommendations, at a future Council meeting.

### Background:

In 2018, The Township of North Frontenac and the County of Frontenac entered into an Agreement entitled "County Medical Tiered Response Program" (MTR) (By-Law #53-18), that sets out the medical response criteria, notification and activation for the Township and the County utilizing the Dispatch Priority Card Index. Version 2 (DCPI II) call processing system.

In late 2024, the County of Frontenac Paramedic Service provided the KFL&A Chief Fire Officers with information outlining that a new Medical Priority Dispatch System (MPDS) will be implemented in February, 2025 and will match our existing tiered response agreements.

The MPDS is an internationally recognized medical call triage and decision support tool that improves the assignment of paramedics to the highest priority calls.

### Researched By:

Adam Robinson, Director of Emergency Services/Fire Chief

### Comments:

A new Medical Priority Dispatch System (MPDS) is being implemented for Kingston Central Ambulance Communication Center (CACC) February 2025, replacing the current Dispatch Priority Card Index. Version 2 (DPCI II) call processing system and is a more accurate tool to triage calls and get the highest priority patient's help faster.

MPDS prioritizes calls using five priority codes compared to two with the existing DPCI II

The new MPDS codes are:

- o Purple - Emergent and immediate life-threatening conditions.
- o Red - Emergent and potentially life-threatening conditions.
- o Orange - Urgent and potentially serious, and immediate threat to life unlikely.
- o Yellow - Non-urgent, not serious, and immediate threat to life very unlikely.
- o Green - Non-urgent, not serious, and immediate threat to life very unlikely which may be deferred without being detrimental to patient outcome.

Code Purple and Red calls are action immediately but code Orange, Yellow and Green can be held for time periods based on ambulance coverage levels.

With MPDS high acuity calls will be serviced quickly with the most life-threatening first. Low acuity calls may wait while ambulance coverage is re-established.

Callbacks are done at regular intervals to ensure the patient's condition has not changed.

After discussions with other Kingston, Frontenac, Lennox and Addington (KFL&A) fire chiefs, the consensus is not make any immediate changes to existing Tiered Medical Response Agreements, and to monitor the new call processing system for effectiveness.

This consensus reflects a thoughtful approach to managing changes in emergency response protocols. By monitoring the new call processing system for effectiveness before making adjustments, the KFL&A fire chiefs are prioritizing data-driven decisions and ensuring continuity of service. This strategy will allow fire departments to evaluate the system's impact on response times and outcomes while maintaining current levels of readiness and emergency services.

**Financial Impact:**

None

**Strategic Implications:**

None

**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:** 31 Jan 2025  
**Re:** UV System at Ompah Community Hall and Fire Hall

**Recommendation:**

**Be It Resolved That** Council receives for information the Manager of Community Development’s (MCD) Administrative Report entitled “UV System at Ompah Community Hall and Fire Hall ”;  
**And That** Council instructs the Treasurer to transfer the UV system cost of \$6,016.00 + HST from the Community Hall – Sustainability TCA Reserve Fund.

**Background:**

Ompah Community Hall and Fire Hall are serviced by a Ultraviolet (UV) System. During regular annual maintenance it was observed by the Technician that the the system had failed and requires immediate replacement. The system is 10 years old and has reached its estimated life expectancy.

**Researched By:**

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

**Comments:**

The UV System was not included to the 2025 Budget for replacement.

Due to the urgency of the repair (to ensure potable water is available at the building), the replacement of the system took place on Monday January 20th.

**Financial Impact:**

The cost of the replacement was \$6,016.00 + HST. It is recommended this replacement is be paid from the Community Hall – Sustainability TCA Reserve Fund with an estimated year end balance per the approved 2025 budget of \$264,702.34.

**Strategic Implications:**

N/A

**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:** 31 Jan 2025  
**Re:** Rental Agreement with the First Resource Management Group Inc. (Mazinaw-Lanark Forest Inc.) for Rental of Office Space at the Barrie Community Hall

### Recommendation:

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

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

### Background:

The Township of North Frontenac has rented office space to Mazinaw-Lanark Forest Inc. (MLF) at the Barrie Community Hall in Cloyne, for several years. The latest Rental Agreement between the Township and MLF expired on July 15, 2024.

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

### Researched By:

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

### Comments:

The MLF have been excellent tenants. This Agreement is very beneficial for the Township as it provides consistent revenues to the Township and MLF staff are on site keeping an eye on things at the facility. Currently the fee to rent the office space at the Barrie Community Hall is \$881.52 per month, plus H.S.T.

FRMG has advised that at this time they only wish to enter into an Agreement with the Township until December 31, 2025.

It is recommended the Township continues to rent the office space to Mazinaw-Lanark Forest Inc. (now FRMG).

### Financial Impact:

The Township will receive \$881.52 plus H.S.T. per month in revenues from the FRMG. The fees will increase by 3% annually January 1st of each year for the term of this Agreement.

**Strategic Implications:**

N/A

**Attachments:**

[2025-01-15 Rental Agreement with the First Resource Management Group \(Mazinaw-Lanark Forest Inc.\) for Rental of Office Space at the Barrie Community Hall - Attach #1](#)

This Rental Agreement made this 31<sup>st</sup> day of January, 2025

Between:

The Corporation of the Township  
of North Frontenac

(The "Lessor")

-and-

First Resource Management Group Inc.

(The "Lessee")

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

**1. Premises**

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

**2. Term of Rental Agreement**

This Rental Agreement is effective July 15, 2024 to December 31, 2025 with the option of cancellation by the lessee with two months' notice without penalty or further rent payments.

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

**3. Monthly Rent**

The monthly rent payment shall be \$881.52 per month plus H.S.T. for a total payable of \$996.12 on the first day of each month (**for 2025**) and retro-actively \$855.82 per month plus HST for a total payable of \$967.10 (**for 2024**). Monthly rent will increase by 3% annually January 1<sup>st</sup> of each year for the term of this Agreement.

**4. Deposit**

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

**5. Responsibilities of the Lessor**

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

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

**6. Responsibilities of the Lessee**

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

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

- a. A limit of liability of not less than \$2,000,000/occurrence with an aggregate of not less than \$5,000,000.
- b. Add the Landlord as an additional insured with respect to the operations of the Named insured.
- c. The policy shall contain a provision for cross liability and severability of interest in respect of the Named insured.
- d. Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96).
- e. Products and completed operations coverage.
- f. Broad Form Property Damage
- g. Contractual Liability
- h. Owners and Contractors Protective
- i. The policy shall provide 30 days prior notice of cancellation.
- v) A Certificate of Insurance shall be provided annually to the Manager of Community Development.
- vi) Snow removal from office steps and landing.

**7. Other Considerations**

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

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

Signed, Sealed and Delivered

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

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

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Corporation

**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:** 31 Jan 2025  
**Re:** Community Improvement Plan (CIP) - Information Report

### Recommendation:

**Be It Resolved That** Council receives for information the Manager of Community Development's Administrative Report entitled "Community Improvement Plan (CIP) - Information Report";

**And That** Council directs the Manager of Community Development to work with the County of Frontenac Planners and Economic Development Task Force on a CIP amendment for Council's consideration to come into place January 1, 2026.

### Background:

A Community Improvement Plan (CIP) allows municipalities to provide incentives in the form of financial assistance to property owners in defined areas to overcome shortfalls and barriers for improvement of these areas. CIPs have been proven to be an effective option for encouraging change and improvement using a focused approach that allows a municipality to be a partner with private sector property owners.

In 2016 the County of Frontenac allotted \$70,000 to North Frontenac Township to help fund a CIP. As a result the Township (with assistance from the County Planning Department) developed a CIP which focused on providing funding to local businesses for Council approved initiatives through an Application-based process. Businesses were given the ability to request funding for assistance for Façade Improvement; Accessibility Enhancements; Commercial Space Funding; and for assistance with the cost of some Municipal Fees (i.e. Planning Amendments, Building Permits, etc.)

In 2021 the Township updated the CIP allowing businesses to apply for larger amounts of money for their projects and expanded the types of projects permitted to be funded, as prior to 2021 we had a modest program uptake from our local businesses.

Currently a business in North Frontenac can apply to the Township for a maximum of \$5,000 or 2/3 of the eligible project costs, whichever is lesser per the Application for Façade Improvement; Accessibility Enhancements and Commercial Space Funding. A Business is also permitted to apply for up to \$2,000 for municipal application fees.

Each Business in North Frontenac Township is permitted to submit a maximum of two Applications for funding per property, shall have and provide a Business Registration or Harmonized Sales Tax Number and shall be in good standing with regards to all municipal fees and property taxes liable on the property at the time of Application.

## Researched By:

Brooke Ross, Dipl.M.A., Manager of Community Development  
Tara Mieske, Dipl.M.A., M.M., Clerk/Planning Manager

## Comments:

The Township's CIP has become a valuable tool for our local businesses and is a significant step towards achieving the Township's economic development goals. It supports a growing community of local businesses and we have received very positive feedback from our business owners, especially those who have taken advantage of the Program.

The current CIP allows for the following project categories:

**1. Façade Improvement Program** -The Façade Improvement Program is intended to encourage the rehabilitation, repair and/or improvement of commercial buildings to improve the overall aesthetics and character of the community. The program consists of a grant for a portion of the defined eligible costs. As established by the eligibility criteria, improvements, in a broad sense, are activities that contribute to economic development, beautification, quality of life, aesthetic improvements, environmental sustainability, and the creation of a sense of place.

The following renovation/restoration projects will be considered to be eligible projects under this program:

- a. repair or replacement of exterior facades including cladding materials, windows, doors and replacement of roof
- b. repair or repointing of façade masonry and brickwork
- c. installation, repair or replacement of architectural details and features
- d. installation, repair or replacement of awnings or canopies
- e. façade restoration, including painting, cleaning or treatments to improve durability
- f. installation or repair of signage at the place of business in accordance with applicable Township By-laws (excluding portable signage)
- g. installation of lighting (must be consistent with the North Frontenac Lighting Policy)
- h. installation of landscaping
- i. the addition of exterior eating space (excluding portable fixtures)
- j. professional design services required to complete eligible work

**2. Accessibility Enhancements** - The purpose of the Accessibility for Ontarians with Disabilities Act, 2005 is to achieve accessibility for people with disabilities to services, facilities, employment, and buildings. The historic development of communities and buildings did not necessarily recognize the importance of accessible design as we consider it today. CIP funding is available to encourage commercial property owners to retrofit entranceways, other access points, washrooms, parking areas, etc. to ensure facilities and commercial outlets are accessible to all members of the community.

The following renovation/restoration projects will be considered to be eligible projects under this program:

- a. Installation of new automatic doors
- b. Installation of new accessible ramps
- c. Widening of public entryways
- d. Levelling or repairs to pathways/accesses, stairs and parking areas
- e. Accessible signage and lining of parking areas

- f. Constructing accessible washrooms or redevelopment of a washroom to include accessible features
- g. Any combination of the above improvements

**3. Commercial Space Funding** - The program provides financial assistance to new or existing businesses for projects creating new commercial/employment opportunities within existing buildings or the expansion of existing buildings or uses on commercial properties. Some existing residential properties may also be desirable for conversion into new businesses to increase the overall business activity in the Township.

The following renovation/restoration projects will be considered to be eligible projects under this program:

- a. Conversion of existing residential uses to commercial uses
- b. Additions to commercial properties
- c. Redevelopment of vacant commercial space
- d. Installation of a commercial septic system for the purpose of expanding a business or bring the system into compliance with current legislation for a Recreational Commercial operation only
- e. New buildings within an existing Tourist Establishment (commercial use) for short-term accommodation
- f. Redevelopment of existing commercial spaces (i.e. reconstructing or renovating existing commercial uses)
- g. Professional service costs (i.e. professional planner, engineer, architect, etc.) required to complete eligible work (i.e. studies, plans, reports, engineering)

**4. Municipal Fees Grant Program** - In order to encourage development and rehabilitation of the existing building stock, the Municipal Fees Grant Program is intended to reduce the costs of development and/or rehabilitation that contribute to the quality of the community and support economic development.

Eligible projects:

- a. Conversions to existing residential uses to commercial uses, provided the conversion conforms with the Township's Official Plan and Zoning By-law
- b. Additions to commercial properties
- c. Redevelopment of vacant commercial space
- d. Professional service costs (i.e. professional planner, engineer, architect, etc.) required to complete eligible work (i.e. studies, plans, reports, engineering)
- e. Project eligible under Programs 1-3 if the applicant is required to obtain planning approvals or a building/demolition permit

Eligible Municipal Application fees include:

- a. Official Plan Amendments
- b. Zoning By-Law Amendments
- c. Minor Variance Applications
- d. Site Plan Approval
- e. Building Permit or Demolition Permit, including Sewage System Permits
- f. Review of Performance Level of an Existing On-Site Sewage System

Since the CIP was adopted in 2016, the Township has funded thirty-two (32) projects and has enough funding to fund three (3) projects in 2025. Project examples include:

- Landscaping
- Insulation of Accommodation Cabin
- Adding water hook-up to Accommodation Cabin
- Window, Doors, Siding, Soffit/Facia replacement
- Fencing
- Signage
- Roof replacement
- Winterization
- Accessible Entrances
- New Commercial Construction

Township staff would like to recommend that we look at reviewing and amending the current CIP. The County Planners have advised they are able to complete this public process in 2025. The process requires an Open House to obtain input from the public; based on the public, Council and EDTF input the Planners will draft policies for the amended CIP; a Public Meeting will be held to receive any further comments from the public. The final CIP will be provided to Council for consideration and if approved a By-law will be passed to adopt the amended CIP.

### **Financial Impact:**

The County Planners hours will be included in our annual billing. Per the Shared Services Agreement the billing is based on the percentage of County Planning staff hours used by North Frontenac. The costs are based on a three year rolling average.

### **Strategic Implications:**

Economic Prosperity > Enhance and Support the local economy

- Enhancement of the Community Improvement Plan (CIP)

### **Attachments:**

[Community-Improvement-Plan](#)



# Community Improvement Plan



**Section 1 - Introduction/Background**

1.1 Purpose..... 3

**Section 2 – Community Improvement Plan**

2.1 Background..... 4

2.2 Public/Community Benefit..... 5

2.3 Public Consultation ..... 6

2.4 Goals and Objectives..... 6

2.5 Project Area Information ..... 7

2.6 Financial Programs ..... 8

2.6.1 General Program Requirements ..... 8

2.6.2 Incentive Programs..... 9

2.6.3 Other Economic Development Programs..... 14

2.7 Program Implementation..... 14

2.8 Municipally Initiated Projects..... 16

2.9 Budget..... 17

2.10 Amendments to the CIP..... 17

2.11 Marketing the CIP ..... 17

2.12 Monitoring the Plan ..... 18

**Conclusion** ..... 18

**Appendix A** – Legislative Authority and Policy Basis..... 20

**A.1** – Provincial Policy Statement, 2020 ..... 20



Township of North Frontenac Community Improvement Plan – 2020

**A.2** – Municipal Act .....21  
**A.3** – Planning Act .....22  
**A.4** – County of Frontenac Integrated Community Sustainability  
Plan (ICSP) .....23  
**A.5** – County of Frontenac Official Plan, 2016 .....24  
**A.6** – Township of North Frontenac Official Plan, 2017 .....24



Section 1 Introduction / Background

1.1 Purpose

Community Improvement Plans (CIP) are one of the many sustainable community planning tools found in the *Planning Act*. They can help communities and municipalities address challenges that prevent optimization of areas that are currently underutilized. This tool provides a means of planning and financing development activities that effectively assist in the use, reuse and restoration of lands, buildings and infrastructure. The priority of the Plan is to improve community development and foster economic growth. Council of the Township of North Frontenac adopted the first CIP in 2016 and it has been determined the plan should be updated to include additional programs to provide additional opportunities to improve community development and economic growth.

A CIP is a document that identifies an area or areas of a municipality where, in the opinion of a Municipal Council, through consultation with the public, improvement is desirable because of age, dilapidation, overcrowding, faulty arrangement, unsuitability of buildings or for any other environmental, social or community economic development reason (Section 28 (1) of the *Planning Act*). For a municipality to have the ability to approve a CIP, it must have policies in its Official Plan that set out where, what, and how these plans should be used.

A CIP is a way to allow municipalities to provide incentives in the form of financial assistance to property owners in defined areas to overcome shortfalls and barriers to improvement of these areas. A CIP also allows a municipality to acquire, rehabilitate and dispose of land and to provide grants to owners and tenants, as well as to undertake infrastructure and public space improvements. CIPs have been proven as an effective option for encouraging change and improvement using a focused approach that allows a municipality to be a partner with private sector property owners.

With recent changes to the *Planning Act*, CIPs can also be used to encourage redevelopment of vacant or abandoned brownfield properties.



## Section 2 Introduction / Background

### 2.1 Background

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In 2016, the first Community Improvement Plan (CIP) was implemented in North Frontenac. In preparation for the plan, an exercise was undertaken to determine each settlement area's appropriateness for a CIP. While Plevna was specifically evaluated for its potential, it was noted in the evaluation that, "The population and business community in Plevna is relatively small compared with other places in Frontenac County, so it may make more sense to have a Township-wide CIP for North Frontenac." As a result, the plan focused on Township-wide economic investment with the entirety of North Frontenac identified as the community improvement project area.

Since implementation, the Plan has seen modest uptake of existing incentive programs with the greatest investment occurring through the Façade Improvement Program and Commercial Space Funding initiative. The CIP reduced the costs of a variety of privately-driven projects ranging from permanent business signage, window and door replacement, to accessible washroom and ramp installation. Projects have been undertaken across the Township reaffirming the Township-wide community improvement area.

In July 2017, the County of Frontenac completed an Accommodation Review and Strategy for Growth. The review assessed existing accommodation across the County and provided direction for opportunities to expand accommodation. Section 2.2.2 Community Improvement Plans identified a CIP as an important municipal tool to leverage in supporting the creation of new accommodations in the region with the façade improvement program standing out as an opportunity to support existing accommodations. The amendments to programs contained in this document reflect opportunities for expansion of Recreational Commercial uses and reflect needs identified by the business community.

In 2019, North Frontenac Township Council underwent a strategic planning exercise resulting in the 2019-2022 North Frontenac Strategic Plan. The Plan sets the mission, vision and strategic goals and objectives for the Township with economic/community development identified as the first strategic goal of the Plan. The specific action items and owners identified within economic/community development include:

- Investigate incentive for business (CIP) – EDTF Chair



- Tourism Expansion and Community Development – EDTF Chair
- Collaborate with North Frontenac Businesses to enhance our community – Mayor

In response to the Strategic Plan and through consultation with local businesses, the Township Economic Development Task Force (EDTF) initiated an update to the CIP in 2019. The EDTF reviewed CIP programs offered by comparable municipalities and identified a need to increase eligible funding to local businesses to further incentivize private investment. The amendments included in the document reflect direction received from local businesses and support business retention and expansion with an emphasis on tourism.

The Town of North Frontenac Community Improvement Plan is a significant step in achieving the Township's economic development goals and supporting a growing community of local businesses.

## **2.2 Public / Community Benefit**

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The County of Frontenac implemented an Integrated Community Sustainability Plan (ICSP) which seeks to ensure growth and development across the County occurs in a sustainable manner respecting the natural environment while ensuring economic and social prosperity. The ICSP includes action items to pursue a sustainable future, of which one of the recommendations is to develop CIPs to promote revitalization. As a tool to achieve sustainability objectives, municipalities can utilize CIPs to provide funding to stimulate improvement of privately owned properties. The intention is to use CIPs to promote economic stimulation and regeneration across the County.

At the local level the County CIP program is intended to achieve improvements of privately owned properties. On a broader scale, the cumulative impacts of improvement across the County will provide benefits to local residents and visitors alike. The CIP program coupled with municipal capital improvements across the County allow for overall improvement within the region and assist in achieving sustainability objectives.



### 2.3 Public Consultation

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The draft CIP was provided to the Economic Development Task Force at their meeting on October 21, 2020 for review and to provide recommendations on the draft. The comments were reviewed by Township Staff and County Planning Staff and incorporated into the document. The draft CIP was provided to Council of the Township of North Frontenac on December 11, 2020. An Open House was held on February 25, 2021 to receive comments from the public. These comments were reviewed by Township Staff and County Planning Staff and amendments were made to the document. A Public Meeting was held on April 16, 2021 to receive comments from the public and Council. The revised CIP was adopted by Township Council on \_\_\_\_\_, 2021.

### 2.4 Goal and Objectives

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The goals and objectives for the CIP were developed through consultation processes held over the course of the CIP project, and further supplemented through consultation and the goals of the Official Plan.

Based on the consultation sessions, three broad goals were developed: enhancing the appearance of the community and promoting awareness of businesses, promoting commercial vitality to support and sustain the local economy, and increasing overall social equity and public communication.

| Goals  | Objectives  |
|--|---|
| <p><b>To enhance the appearance of the community and promote awareness of businesses</b></p> | <ul style="list-style-type: none"> <li>• To develop aesthetically pleasing and diverse commercial buildings that reflect the character of the Township and to foster an environment in which people wish to work and live;</li> <li>• To improve the appearance of facades and storefronts and to enhance property and business signage.</li> </ul> |



| Goals   | Objectives  |
|---|---|
| <p><b>To promote commercial vitality to support and sustain the local economy</b></p> | <ul style="list-style-type: none"> <li>• To support new and existing businesses and offer residents a diverse range of employment opportunities;</li> <li>• To develop appealing destinations for residents and tourists;</li> <li>• To protect, rehabilitate, and enhance the Township’s natural features and heritage sites.</li> </ul> |
| <p><b>To increase the level of social equity and public communication</b></p>         | <ul style="list-style-type: none"> <li>• To foster community building;</li> <li>• To increase the number of accessible businesses in the Township in order to better serve all residents and visitors;</li> <li>• To increase the accessibility of the Township for individuals in all stages of their life.</li> </ul>                   |

## 2.5 Project Area Information

The *Planning Act* requires a municipality to have provisions in its Official Plan on the areas that a CIP can apply to, and requires that the municipality designate a community improvement project area through a bylaw. North Frontenac’s Official Plan allows any part of or the entire municipality to be designated as a community improvement project area.

The public consultation provided participants with an opportunity to identify the specific areas where improvement is required to address existing issues. There was a strong support for a Township-wide Community Improvement Plan to enhance the Township’s natural, cultural, social, and economic environments. It was recognized that the rural nature and large geography of the Township meant that focusing on a specific settlement area would not be as beneficial as a broader plan looking at businesses across the Township.



It is recommended that the Council of the Township of North Frontenac establishes the entire Township as a community improvement project area, and focuses on initiatives that strive towards promoting environmental sustainability, cultural vibrancy, and economic and social development. Eligibility of projects will be based on the criteria listed in this Plan.

## Section 2.6 Financial Programs

### 2.6.1 General Program Requirements

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All of the financial incentive programs contained within this CIP are subject to general program requirements as well as the individual requirements of each selected program. The following general conditions guide the administrative implementation of the CIP:

- a. If an Applicant received a grant under the original CIP program, it shall not prevent them from applying under the updated CIP for two additional approved applications per property commencing at the time of adoption of the updated Community Improvement Plan
- b. Prior to the commencement of any works to which the financial incentive program may apply and prior to Application for a building permit (if applicable), an Application for any financial incentive program contained in the CIP must be submitted to and approved by the Chief Administrative Officer of the Township of North Frontenac (CAO);
- c. If the Applicant is not the owner of the property, the Applicant must provide written consent from the owner of the property to make the Application;
- d. An Application for any financial incentive program contained in the CIP must include a detailed description (building size/type, number of stories, construction materials, etc.) of the proposed development, plans, estimates, contracts, reports, pictures and other details as required by the CAO with respect to costs of the project and must conform to the CIP as well as all municipal by-laws, policies, procedures, standards and guidelines, including applicable Official Plan and Zoning By-law requirements and approvals;
- e. Review and evaluation of an Application and supporting materials against program eligibility requirements will be completed by the Manager of Community Development (MCD), with input from the appropriate Manager(s)



- and/or the Building Department, who will then make a recommendation for consideration to the CAO for final approval, based on all criteria being met;
- f. As a condition of Application approval, the Applicant shall be required to enter into a grant agreement with the Township which shall be signed by the Applicant and the CAO. This agreement will specify the terms, duration and default provisions of the incentive to be provided;
  - g. Reimbursement will require original receipts;
  - h. The Township is not responsible for any costs incurred by an Applicant in relation to any of the programs, including without limitation, costs incurred in anticipation of a grant;
  - i. The Township may discontinue any of the programs contained in the CIP at any time, but Applicants with approved grants will still receive said grant, subject to meeting the general and program specific requirements;
  - j. Staff, officials, and/or agents of the Township may inspect any property that is the subject of an Application for any of the financial incentive programs offered by the Township;
  - k. Programs that apply to commercial buildings can also apply to other types of non-residential buildings such as industrial and institutional, unless otherwise stated;
  - l. None of the financial incentive programs will be offered retroactively to improvement projects occurring prior to the implementation of this CIP;
  - m. All Applicants shall be in good standing with regards to all municipal fees and property taxes liable on the property at the time of Application;
  - n. All Applicants shall have and provide a Business Registration or Harmonized Sales Tax (HST) Number;
  - o. In the case of Live/Work Units only costs which directly relate to the commercial portion of the unit are applicable (i.e. building requirements for commercial use not required for residential use);
  - p. This policy does not apply to mobile businesses (i.e. Refreshment Vehicle); and
  - q. This policy does not apply to non-commercial properties who rent structures for short-term accommodations.

## 2.6.2 Incentive Programs

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The financial incentive programs described in this section have been included to specifically target revitalization and rehabilitation efforts appropriate for North Frontenac. These incentive programs can be used individually or in combination by the



landowner/Applicant, with certain restrictions on the maximum amount of funding available. For each of the possible funding programs, a rationale is established for their inclusion in the CIP. It is important to note that these municipal financial incentive programs could be augmented with other federal, provincial, municipal and private sector financial tools and program. Subsection 28(7.3) of the Planning Act provides “The total of the grants and loans made in respect of particular lands and buildings under subsections (7) and (7.2) and the tax assistance as defined in section 365.1 of the *Municipal Act, 2001* or section 333 of the *City of Toronto Act, 2006*, as the case may be, that is provided in respect of the lands and buildings shall not exceed the eligible cost of the community improvement plan with respect to those lands and buildings.”

Eligible Applicants can apply for any of the following incentive programs with the total combined matching grant amount paid by the Township under all programs not to exceed \$7,000 per application. A maximum of two approved applications are permitted per property commencing at the time of adoption of the updated Community Improvement Plan. A maximum of one successful grant application will be approved per property per calendar year. Funds provided are not to be used to pay for the same eligible cost under the separate programs.

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## 1. Façade Improvement Program

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**Purpose:** The Façade Improvement Program is intended to encourage the rehabilitation, repair and/or improvement of commercial buildings to improve the overall aesthetics and character of the community. The program consists of a grant for a portion of the defined eligible costs. As established by the eligibility criteria, improvements, in a broad sense, are activities that contribute to economic development, beautification, quality of life, aesthetic improvements, environmental sustainability, and the creation of a sense of place.

**Description:** The maximum amount of a grant is \$5,000 or 2/3 of the eligible project costs, whichever is lesser per application.

**Eligible Projects:** The following renovation/restoration projects will be considered to be eligible projects under this program:

- a. repair or replacement of exterior facades including cladding materials, windows, doors and replacement of roof



- b. repair or repointing of façade masonry and brickwork
- c. installation, repair or replacement of architectural details and features
- d. installation, repair or replacement of awnings or canopies
- e. façade restoration, including painting, cleaning or treatments to improve durability
- f. installation or repair of signage at the place of business in accordance with applicable Township By-laws (excluding portable signage)
- g. installation of lighting (must be consistent with the North Frontenac Lighting Policy)
- h. installation of landscaping
- i. the addition of exterior eating space (excluding portable fixtures)
- j. professional design services required to complete eligible work

Grants are provided once the work has been completed in accordance with the agreement with the Township.

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## 2. Accessibility Enhancements

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### **Purpose:**

The purpose of the Accessibility for Ontarians with Disabilities Act, 2005 is to achieve accessibility for people with disabilities to services, facilities, employment, and buildings. The historic development of communities and buildings did not necessarily recognize the importance of accessible design as we consider it today. CIP funding is available to encourage commercial property owners to retrofit entranceways, other access points, washrooms, parking areas, etc. to ensure facilities and commercial outlets are accessible to all members of the community.

### **Description:**

The maximum amount of a grant is \$5,000 or 2/3 of the eligible project costs, whichever is lesser per application.

### **Eligibility Projects:**

The following renovation/restoration projects will be considered to be eligible projects under this program:

- a. Installation of new automatic doors
- b. Installation of new accessible ramps
- c. Widening of public entryways



- d. Levelling or repairs to pathways/accesses, stairs and parking areas
- e. Accessible signage and lining of parking areas
- f. Constructing accessible washrooms or redevelopment of a washroom to include accessible features
- g. Any combination of the above improvements

Eligible projects must demonstrate to the degree possible conformity with the Ontario Building Code with respect to accessible design.

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### 3. Commercial Space Funding

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**Purpose:** The program provides financial assistance to new or existing businesses for projects creating new commercial/employment opportunities within existing buildings or the expansion of existing buildings or uses on commercial properties. Some existing residential properties may also be desirable for conversion into new businesses to increase the overall business activity in the Township.

**Description:** The maximum amount of a grant is \$5,000 or 2/3 of the eligible project costs, whichever is lesser per application.

**Eligible Projects:** The following renovation/restoration projects will be considered to be eligible projects under this program:

- a. Conversion of existing residential uses to commercial uses
- b. Additions to commercial properties
- c. Redevelopment of vacant commercial space
- d. Installation of a commercial septic system for the purpose of expanding a business or bring the system into compliance with current legislation for a Recreational Commercial operation only
- e. New buildings within an existing Tourist Establishment (commercial use) for short-term accommodation
- f. Redevelopment of existing commercial spaces (i.e. reconstructing or renovating existing commercial uses)
- g. Professional service costs (i.e. professional planner, engineer, architect, etc.) required to complete eligible work (i.e. studies, plans, reports, engineering)



Equipment or other movable items are not eligible. The Township may consult with the Frontenac Community Futures Development Corporation (FCFDC) in deciding whether to award the grant.

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#### **4. Municipal Fees Grant Program**

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**Purpose:** In order to encourage development and rehabilitation of the existing building stock, the Municipal Fees Grant Program is intended to reduce the costs of development and/or rehabilitation that contribute to the quality of the community and support economic development.

**Description:**

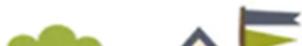
- Application Fee Grant: The maximum amount of a grant is \$2,000 or 2/3 of the eligible municipal planning application and building and demolition permit fees, whichever is lesser per CIP application. A pre-application meeting is required with municipal planning or building staff prior to the application being submitted.
- Professional Services Grant: The maximum amount of a grant is \$5,000 or 2/3 eligible costs, whichever is lesser, to cover the costs of professional services for eligible projects. A pre-application meeting is required with municipal planning or building staff prior to the application being submitted.

**Eligible projects:**

- a. Conversions to existing residential uses to commercial uses, provided the conversion conforms with the Township's Official Plan and Zoning By-law
- b. Additions to commercial properties
- c. Redevelopment of vacant commercial space
- d. Professional service costs (i.e. professional planner, engineer, architect, etc.) required to complete eligible work (i.e. studies, plans, reports, engineering)
- e. Project eligible under Programs 1-3 if the applicant is required to obtain planning approvals or a building/demolition permit

**Eligible Municipal Application fees include:**

- a. Official Plan Amendments
- b. Zoning By-Law Amendments
- c. Minor Variance Applications
- d. Site Plan Approval
- e. Building Permit or Demolition Permit, including Sewage System Permits
- f. Review of Performance Level of an Existing On-Site Sewage System



This program may be applied to in conjunction with funding from Programs 1-3, or as a standalone application.

Under this program, all fees are paid upfront by the Applicant. Grants are provided once the work has been completed in accordance with the agreement with the Township, and are conditional upon the approval of the associated building permit or planning application. Should an application to this program be denied by the appropriate approval authority, it will not disqualify the applicant from receiving funding through programs 1, 2 or 3, nor will it prevent an applicant from re-applying to this program.

### **2.6.3 Other Economic Development Programs**

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The Frontenac Community Futures Development Corporation (FCFDC) is a non-profit organization funded by the Federal Government that provides a variety of programs and services to support community economic development and small business growth. The FCFDC's Access to Capital Program provides interest free loans for the development of vacant or under-utilized commercial properties, façade improvements and for the purchase and installation of renewable energy where the energy is used for the operation of the business; subject to available funds. The FCFDC will be delivering the Eastern Ontario Development Program should it be renewed by the federal government and businesses and non-profit organizations are encouraged to check the FCFDC's website for updates. For more information on the FCFDC and the services they offer, please visit [Frontenac Community Futures Development Corporation](#).

Other external funding sources may also be available from time to time to assist with community improvement.

## **Section 2.7 Program Implementation**

Prior to submitting an Application, all Applicants shall have a pre-Application consultation with the MCD (in the MCD's absence the CAO) to evaluate the project's eligibility to access the financial programs. The Applicant should present the details of the work to be completed, an estimate of the associated costs to complete the work, a timeline for completion, and plans or drawings illustrating the details of the project. The



## Township of North Frontenac Community Improvement Plan – 2020

MCD will provide comments to the CAO with respect to whether the project (or which components of the work) meets the objectives of the CIP and which incentive programs could be accessed. If a project is determined to be eligible, an Application will be accepted by the CAO. It should be noted that acceptance of the Application does not necessarily mean program approval.

Application submission materials will generally include a detailed work plan and estimated costs to complete the eligible work. However, at the discretion of the CAO, additional submission materials may be required to assist in the review of the Application. Applications that are determined to meet the objectives of the CIP will be recommended for approval by the MCD. A recommending report will be prepared by the MCD and submitted to the CAO for review and consideration. The Applicant will be advised regarding approval or non-approval within 15 business days of the receipt of a complete Application.

In the event of any dispute between the Applicant and Township staff with respect to approval or non-approval of the application, the completed works or the amount of grant to be paid the dispute shall be presented by the Applicant and Township staff to the Council of the Township of North Frontenac for resolution.

Upon approval an agreement will be enacted between the Township and the Applicant outlining the nature of the works to be completed and the details of the financial incentive(s) and timeframe. Generally the payments of grants will occur once the work has been completed as outlined in the agreement to the satisfaction of the CAO. Figure 2 illustrates the administrative steps involved in accessing the CIP program.

Figure 2: Community Improvement Plan Administrative Process



|    |  |   |
|----|--|---|
| A  | <b>Pre consultation and Application Submission</b> | <ul style="list-style-type: none"> <li>• Applicant presents project to the MCD;</li> <li>• Staff provides comments regarding project eligibility and required application submission materials;</li> <li>• Applicant submits complete application.</li> </ul> |
| 2. | <b>Application Review and Evaluation</b>           | <ul style="list-style-type: none"> <li>• The MCD reviews application in relation to CIP objectives and recommends to the CAO approval or denial with reasons.</li> </ul>  |
| 3. | <b>Application Approval</b>                        | <ul style="list-style-type: none"> <li>• If the application is approved by the Township's CAO, upon approval, an agreement is executed between the Township and the applicant.</li> </ul>   |
| 4. | <b>Payment of Funds</b>                            | <ul style="list-style-type: none"> <li>• Applicant demonstrates to the MCD that work has been completed as outlined in the agreement (original receipts will be required);</li> <li>• Funds are distributed to applicant.</li> </ul>                          |

**Section 2.8 Municipally Initiated Projects**

Based on the input received at the public consultations, it is recommended that the Township and its funding partners consider implementing the following types of projects:

- a. Enhancing signage across the Township and ensuring signage is consistent;
- b. Bridging communication gaps between the residents and the Township through additional marketing techniques. For example, business award programs or community building contests;
- c. Raising awareness about Township programs and events, and grant opportunities for businesses;
- d. Trail enhancement and increase amount of trail promotion (e.g. mapping);
- e. Supporting community projects that would enhance the Township's natural and cultural heritage;
- f. Investigate the provision of seniors housing through the County's Seniors Housing Task Force.



## Township of North Frontenac Community Improvement Plan – 2020

In order to keep the momentum of the Plan going, potential projects will be discussed during the Township's annual budget deliberations.

The Township may use its CIP to purchase and rehabilitate land, buildings and structures within the CIP area. This could include projects including but not limited to purchasing land for additional parking, rehabilitating dilapidated buildings, providing seniors housing, and building parkland or other municipal facilities.

### Section 2.9 Budget

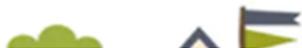
The total budget for this Community Improvement Plan is \$70,000 contributed from the County of Frontenac, which may be further supplemented by the Township. Funds will generally be directed to the incentive programs on a first come, first served basis, but may also be used for municipally initiated projects. The CIP will be reviewed by the Council of the Township of North Frontenac following a five year period or when all funds have been exhausted, whichever circumstance occurs first.

### Section 2.10 Amendments to the CIP

As the CIP is implemented, the Plan may be refined to best achieve the objectives of the Plan. The individual financial incentive programs contained within this CIP can be altered at any time by the Council of the Township of North Frontenac without amendment to the Plan. An expansion of the CIP area or an increase to the value of the financial programs would require amendment of the Plan in accordance with Section 28 of the *Planning Act*. The County of Frontenac is to be consulted when making amendments.

### Section 2.11 Marketing the CIP

The successful implementation of the CIP depends on the ability of the initiatives and funding opportunities to be effectively communicated to property owners, business owners, and community organizations. The Township and County will work together to ensure the success of the Plan.



## Section 2.12 Monitoring the Plan

This CIP is intended to provide a proactive approach to the revitalization of the Township. As such the success of the program will be measured by the adoption of the programs by private property owners. In order to best meet the needs of potential program participants, the CIP is a flexible document responding to the needs of the participants and changing market conditions. Accordingly, a monitoring program is essential to receive feedback and refine elements of the Plan that would best achieve the objectives of the CIP. The following list provides potential qualitative and quantitative measures the CAO could track to monitor the effectiveness of the program and provide a basis for future amendments:

- a. Monitor the number of approved Applications by financial program type;
- b. Monitor the number of unsuccessful Applications and determine the reason for project ineligibility;
- c. Monitor the total value of funding allocated by financial program type;
- d. Monitor the additional square footage of commercial spaces created through the programs;
- e. Monitor the improvement of the visual appearance of the community as result of projects accessing the funding programs;
- f. Encourage program participants to submit comments based on their experience accessing program funding;
- g. Annually report on the success of the Plan.

Based on information from these monitoring procedures, required revisions to the CIP may become evident over time. Amendments to the Plan shall be approved by Council of the Township of North Frontenac; however the County of Frontenac is to be consulted regarding any proposed changes.

## Conclusion

This CIP is a comprehensive framework specifically designed for the Township of North Frontenac to improve and provide economic and visual improvements. This Plan reflects the vision of the Council of the Township of North Frontenac and the community for the community improvement project area. The Plan establishes revitalization goals



## Township of North Frontenac Community Improvement Plan – 2020

and priorities for action. Along with Township initiated project, it is anticipated that this Plan will provide a tool to stimulate private investment in revitalization efforts.

The approval of this Plan will provide the legislative basis and context for this comprehensive set of programs.



## Appendix A

### Legislative Authority and Policy Basis

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Community improvement planning is intended to provide opportunities for municipalities to contribute financial incentives to private development projects which provide broader community benefits. The Provincial Policy Statement, *Municipal Act*, and *Planning Act* include provisions that work together to enable municipalities to direct financial incentives towards specific improvement projects. The following provides a review of the policy framework and enabling legislation for the allocation of municipal funds to support and encourage private community improvement projects.

#### A.1 Provincial Policy Statement, 2020

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The Provincial Policy Statement (PPS) provides policy direction on matters of public interest related to land use and development. The PPS promotes efficient land use and development patterns that support strong, livable and healthy communities, protect the environment and public health and safety, and facilitate economic growth. In terms of the development of the CIP for North Frontenac, the PPS provides the following direction:

- a. Healthy, integrated and viable rural areas should be supported by:
  - Building upon rural character, and leveraging rural amenities and assets;
  - Promoting regeneration, including the redevelopment of brownfield sites;
  - Encouraging the conservation and redevelopment of existing rural housing stock on rural lands;
  - Using rural infrastructure and public service facilities efficiently;
  - Promoting diversification of the economic base and employment opportunities through goods and services, including value-added products and the sustainable management or use of resources; and
  - Providing opportunities for sustainable and diversified tourism, including leveraging historical, cultural, and natural assets; (Section 1.1.4.1).
- b. In rural areas, rural settlement areas shall be the focus of growth and development and their vitality and regeneration shall be promoted (Section 1.1.4.3).



- c. On rural lands, recreational, tourism and other economic opportunities should be promoted (Section 1.1.5.3) and development that is compatible with the rural landscape and can be sustained by rural service levels should be promoted (Section 1.1.5.4)
- d. Long-term economic prosperity should be supported by:
  - a) Promoting opportunities for economic development and community investment-readiness;
  - b) Maintaining and, where possible, enhancing the vitality and viability of downtowns and main streets;
  - c) Encouraging a sense of place, by promoting well-designed built form and cultural planning, and by conserving features that help define character, including built heritage resources and cultural heritage landscapes;
  - d) Promoting the redevelopment of brownfield sites;
  - e) Providing opportunities for sustainable tourism development (Section 1.7.1).

Based on these policies, the amendments and revisions of this CIP further seek to enhance the quality and appearance of North Frontenac and provide new business opportunities is consistent with directions established within the PPS.

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## A.2 Municipal Act

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The *Municipal Act* provides rules to regulate the provision of financial or other similar incentives to private business operations, a practice known as ‘bonusing’. The purpose of the legislation is to ensure public finances are accounted for and distributed in a transparent manner. Section 106 of the *Municipal Act* prohibits municipalities from assisting “...directly or indirectly any manufacturing business other industrial or commercial enterprise through the granting of bonuses for that purpose” (Section 106(1)).

Such prohibited actions include:

- a. “Giving or lending any property of the municipality, including money;
- b. Guaranteeing borrowing;
- c. Leasing or selling any property of the municipality at below fair market value; or
- d. Giving a total or partial exemption from any levy, charge or fee.”



The *Municipal Act* S. 106 (3) does provide exceptions to these regulations and allows municipalities to make grants and loans for the purposes of carrying out a CIP that has come into effect in accordance with S. 28 (6), (7) and (7.2) of the *Planning Act*. Exceptions are also provided under S. 365.1 of the *Municipal Act*, permitting municipalities to offer tax relief to properties for which a phase two environmental site assessment has been conducted, and which is located within a CIP. The rationale for this form of tax relief is that an improved property will lead to an increased tax assessment in turn providing future increased tax revenue while at the same time remediating and/or redeveloping deteriorated sites.

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### A.3 Planning Act

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Section 28 of the *Planning Act* provides the enabling legislation for a municipality to implement a Community Improvement Plan. Community improvement is defined as “the planning or re-planning, design or redesign, re-subdivision, clearance, development or redevelopment, construction, reconstruction and rehabilitation, improvement of energy efficiency, or any of them, of a community improvement project area, and the provision of such residential, commercial, industrial, public, recreational, institutional, religious, charitable or other uses, buildings, structures, works, improvements or facilities, or spaces therefor, as may be appropriate or necessary ” (Section 28 (1)).

In order to create a Community Improvement Plan and allocate funds accordingly, a municipality must identify a community improvement project area which is defined as “a municipality or an area within a municipality, the community improvement of which in the opinion of the council is desirable because of age, dilapidation, overcrowding, faulty arrangement, unsuitability of buildings or for any other environmental, social or community economic development reason” (Section 28 (1)).

Once a community improvement project area is defined in the Official Plan and through a by-law, a municipality may prepare and implement a Community Improvement Plan. Through the *Planning Act* a municipality may:

- a. Acquire, grade, clear, hold or otherwise prepare the land for community improvement (Section 28(3));
- b. Construct, repair, rehabilitate or improve buildings on land acquired or held by it in conformity with the CIP (Section 28(6a));



- c. Sell, lease or otherwise dispose of any land acquired or held by it in the community improvement project area to any person or governmental authority for use in conformity with the CIP (Section 28(6b)); and
- d. Make grants, in conformity with the CIP, to registered owners, assessed owners and tenants of lands and buildings.

Section 28 (7.1) identifies costs eligible for CIP financing which may include: “costs related to environmental site assessment, environmental remediation, development, redevelopment, construction and reconstruction of lands and buildings for rehabilitation purposes or for the provision of energy efficient uses, buildings, structures, works, improvements or facilities.”

Section 69 (1) and (2) of the *Planning Act* allow a municipality to establish a tariff of fees for the processing of planning matters, which are intended to meet the anticipated cost of processing planning applications. This section also permits a municipality to waive or reduce these fees if it is satisfied that it would be “unreasonable to require payment”. This provision can be incorporated into a CIP as an incentive program to encourage economic growth.

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#### **A.4 County of Frontenac Integrated Community Sustainability Plan (ICSP)**

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The County of Frontenac’s Integrated Community Sustainability Plan (ICSP) was approved in 2009. Two primary documents make up the ICSP, “Directions for our Future” and “Sustainable Actions”. Directions for Our Future documents a County-wide vision towards a sustainable future in the Frontenacs while the purpose of the Sustainable Actions component of the ICSP is to ensure ongoing implementation of the Plan through projects, policies and actions that support sustainability. The Plan provides vision for thirteen focus areas, of which community improvement planning touches on Land Use Planning, Economic Development and Infrastructure. As a result, the Plan recommends the development of a Community Improvement Plan pilot project.

The Plan has recognized Community Improvement Plans as an important priority throughout its annual versions. The approach is to be coordinated, with the County acting as a facilitator to ensure consistency between this CIP and future plans for other local areas.



The ICSP requires responsible and proactive decision making. The North Frontenac CIP process will utilize the direction of the ICSP to develop a plan that emphasizes both the Council of the Township of North Frontenac and the community's desired approach and direction.

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#### **A.5 County of Frontenac Official Plan, 2016**

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The first Official Plan for the County of Frontenac was approved by the Ministry of Municipal Affairs and Housing in 2016. The Plan creates a framework for guiding land use changes in the County over a 20 year period by protecting and managing the natural environment, direction and influencing growth patterns and facilitating the vision of the County as expressed through its residents. The Plan is focused on the six themes of economic sustainability, growth management, community building, housing and social services, heritage and culture and environmental sustainability and is a major cornerstone in the implementation of Directions for Our Future, the County's sustainability plan.

Section 4.5 of the Official Plan recognizes that Community Improvement Plans are one of many sustainable community planning tools found in the *Planning Act*. County Council has recognized that there are a number of communities that could potentially benefit from a Plan and have invested in these communities through the County Sustainability Plan. The objectives in the Official Plan including the continuation of the County working with the Townships to provide for the on-going maintenance, improvement, rehabilitation and upgrading of residential, commercial, recreational, and industrial areas in the region. The Plan supports the development of Community Improvement Plans in all areas of the Frontenac, where focused in one community or village or covering a larger area, including an entire Township. To support community revitalization and economic development, County Council will provide financial investment for at least one CIP in each of the four Townships and may consider additional investments.

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#### **A.6 Township of North Frontenac Official Plan, 2017**

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The Official Plan for the Township of North Frontenac has a broad range of policies encouraging economic development and community improvement. The policies within



the Official Plan manifest themselves in the goals and initiatives of the Community Improvement Plans.

According to the Community Improvement Plan policies in the Township Official Plan, the community improvement project area is recognized as the entire municipality. Designation of the Community Improvement Project Area can be based on a variety of subject areas including energy efficiency, environmental, social and economic development and affordable housing.

Other objectives from the Official Plan that support community improvement are described below with reference to specific incentive programs.

## 1. Diversifying the Local Economy

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- **2.3.1** *To develop a healthy diversified local economy, which provides for local employment opportunities and a balanced tax base between residential, commercial and industrial property classes. Appropriate commercial and industrial development will be encouraged in order to achieve this objective.*
- The Commercial Space Funding Program could assist the Township by transforming existing housing into new space that could support new local businesses or add additional space to support expansion of existing business.
- The Township could also create a new facilities or enhance existing programs to support business development.

## 2. Enhancing Hamlet and Waterfront Development Areas

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- **4.1.3** *An existing residential property may be converted to a commercial use or may be a mix of commercial and residential uses. Council will encourage development to occur on existing approved lots before considering new development. Opportunities for intensification and redevelopment shall also be promoted where it can be accommodated.*
- **4.10.5** *To encourage development which will contribute to the attraction and viability of the waterfront for visitors and residents. To support the continued viability of resorts, campgrounds, other commercial uses, as important elements in the North Frontenac economy. To support redevelopment opportunities of waterfront properties while maintaining the character of the waterfront area.*



- The CIP can help support businesses in settlement areas undergo renovations or improvements to attract new customers.

### 3. Social Equity

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- **4.3.2** *Accessibility by those with physical and other challenges will be considered in the review and approval of all development.*
- Council of the Township of North Frontenac supports a number of policies relating to accessibility enhancements and the consideration of accessibility in all development. The accessibility grants would help support accessibility improvements to businesses serving residents and visitors to the Township.

### 4. Economic Development

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- **2.3.19** *The intent of Council is to strengthen the economic base by building on the assets that a remote and pristine area has to offer. This will take the form of encouraging residential development that is environmentally sustainable, by encouraging home based and small businesses, by fostering the expansion of the service industry sector and by conserving the areas renewable and non-renewable resources for their economic benefit.*
- The proposed incentive programs will help to encourage economic development and build on the Township's existing assets.

Implementation of the Plan can be undertaken through a variety of means, including the municipal acquisition of land and/or buildings for community improvement, rehabilitation of properties, offering grants to pay for the cost of rehabilitation lands and buildings, tax assistance, and participation in senior level government programs.





**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:** 31 Jan 2025  
**Re:** Community Hall Rentals - New Online Booking System Update

### Recommendation:

**Be It Resolved That** Council receives for information the Manager of Community Development's Administrative Report entitled "Community Hall Rentals - New Online Booking System - Update".

### Background:

Council passed Resolution #8-25 at the January 10, 2025 Council Meeting:

**Be It Resolved That** Council receives for information a letter dated December 18, 2024, from the Ompah Community Centre Association Executive registering their disapproval of the new hall booking system and the lack of process to create the system;

**And That** the Executive Group is advising their preference is to use the past hall booking system, with events and programs posted to the Ompah Hall calendar website;

**And That** Council directs the Manager of Community Development to provide information at an upcoming Council Meeting regarding the Public Meeting referred to in Resolution #175-24; and address the concerns raised in the letter regarding lack of communication regarding the implementation of the current booking system.

During the 2024 Budget Deliberations (February 16, 2024) Council approved Resolution #65-24 which approved purchasing software for Community Hall Bookings.

On April 26, 2024 I brought back an Administrative Report to Council regarding the fees and Council approved Resolution #175-24 which approved in principle the hall rental fees that will come into place on January 1, 2025 (pending Public meeting on November 22, 2024). During this meeting, the Hall Rental Agreement By-law #2024-36 came into place as well.

On November 22, 2024 the Public Meeting (for the Community Hall fees - there was no discussion at this meeting regarding the booking system) was held and no comments were received. This meeting was advertised on the Townships website and in the Frontenac News on November 7th.

### Researched By:

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

### Comments:

Prior to Council approving the purchase of the hall booking system there was not formal communications with all community hall committees. There were comments received of a general nature regarding support for the system from some hall committees and the public.

The new Community Hall Booking System was purchased and designed between May 2024 - December 2024.

On September 18, 2024 - all Community Hall Committees were notified via email that the Township was working on implementing an online hall booking system. At this time Hall Committees were advised to hold off any 2025 bookings, so that all 2025 bookings could be completed using the new platform. I advised that further information would be coming in the near future and to reach out if they had any questions in the meantime.

On November 19, 2024 - all Community Hall Committees were invited to a meeting to review the new system.

On December 3, 2024 - the meeting with Community Hall Committees occurred (Clar Mill, Ompah and Snow Road Halls Committees attended, along with one contract cleaner).

The intention of this online software continues to be: to handle all 5 facilities on the same system (without each hall having their own different system); allow the Township to have immediate access to bookings (including Public Works Department for snow removal operations), cancellations, payment collection, contact information, Agreements, etc; ensure that all users are able to book a hall 24/7/365, to enhance convenience for all users; and minimize the risk (i.e. money handling, bookings, agreement confirmations, etc.). We continue to have methods available for people who are not comfortable with the online system so they can still come to the Township office or phone to book the hall.

The new system was rolled out to the Public on December 12, 2024. This system is user friendly and so far all 2025 bookings have been made using the new platform. It appears to be successful. In addition to assisting with money collection and keys, Township staff have installed key boxes at all of the halls for access and drop boxes to allow people to continue paying via cash or cheque without having to drive to the office in Plevna. We have had people express their thanks for the convenience of this.

Council asked that each Hall Committee be consulted regarding the new booking system, and I have summarized comments from each Hall Committee and Cleaning Staff.

**Harlowe Hall** - Committee Members do not have access to a computer and are not using the system, the President advised as long as they are able to continue booking the hall by phone they do not have concerns with the system. One member of the Committee is not happy with the new system as they are not able to see who has the hall booked now. Township staff will inform the Committee when there are bookings and work with the Harlowe Hall Committee on further communications/solutions to make the transition smooth. Township staff have created an account for the Harlowe Hall Committee and have made any bookings requested by the Committee and will continue to process their requests this way. There has been a member of the public book the Harlowe Hall since the system was released, and did so with no issues or concerns.

**Barrie Hall** - Committee Members did not respond to a request for comments; however, previous discussions with the Committee was that they are enjoying the new system and that the extra work has been removed from them. They were one of the groups that requested a system like this from the beginning.

**Clar Mill Hall** - Committee Members were not performing bookings since their inception - Township staff were completing bookings for Clar Mill Hall. They are receptive to the new system as it was not a responsibility or associated liability that their group was ready to take on. The new system allows the Township to properly be the connection between the Township and renter and also allows a transparent booking calendar. They also advised that members of the community appear to be pleased to have the online option.

**Ompah Hall** - Committee Members have since advised they are enjoying the new booking system and wish to remain on the new system that is currently in place.

**Snow Road Hall** - Committee Members advised that they have no problem with the new system. They were essentially doing this internally before it came into effect "whether we use our system or your system, it's a wash".

**Cleaning Staff** - access the calendar anytime for changes, gives an up-to-date list on demand. If new bookings arise they know immediately and can adjust the cleaning schedule.

**Communications** - Township communications with Hall Committee's was discussed thoroughly during this process of a new booking system. In the future Township staff will ensure that Hall Committees (and other potentially affected people) are informed of new major initiatives and that they are provided an opportunity to express their comments or concerns prior to decisions being recommended/made, when feasible.

#### **Financial Impact:**

N/A

#### **Strategic Implications:**

Sustainable Core Services > Enhance Township Services >

- Improved governance and use of community halls
- Streamlined access to Township services through new technologies

**To:** Mayor and Members of Council  
**From:** Darwyn Sproule, Public Works Manager, P. Eng.  
**Approved by:** Corey Klatt, Chief Administrative Officer  
**Date of Meeting:** 31 Jan 2025  
**Re:** Boundary Road By-law and Agreement - Matawatchan Road

### Recommendation:

**Be It Resolved That** Council receives for information the Public Works Manager’s Administrative Report entitled “Boundary Road By-law and Agreement - Matawatchan Road”;

**And That** the Township of North Frontenac acknowledges that Matawatchan Road, from civic address #1654 to #2321 being a length of 3.1 km, is a Road having Joint Jurisdiction between the Township of Greater Madawaska and the Township of North Frontenac;

**And That** Section 29 of the Municipal Act, 2001 states that municipalities on either side of a boundary line have joint jurisdiction over any highways forming the boundary line;

**And That** Section 27(2) of the Municipal Act, 2001 requires municipalities to pass by-laws in respect of highways for which they share joint jurisdiction;

**And That** a By-law will be presented later in the meeting for Council's consideration addressing the joint jurisdiction section of Matawatchan Road and a maintenance Agreement with the Township of Greater Madawaska.

### Background:

A 3.1 km length of Matawatchan Road between North Frontenac Township (NF) and the Township of Greater Madawaska (GM) is considered a Boundary Road in accordance with Section 29 of the Municipal Act (2001).

The Municipal Act states that municipalities on either side of a boundary line have joint jurisdiction over any highways forming the boundary line, and requires municipalities to pass by-laws in respect of highways for which they share joint jurisdiction.

It is recommended that both Townships enter into an Agreement to address Boundary Road maintenance arrangements given the joint designation. A proposed Agreement has been negotiated with GM.

We understand this will be the first formal Agreement the two Townships have had regarding Matawatchan Road.

The approved 2025 Capital Program includes reconstruction of the Boundary Road this season as a component of a larger GM project on Matawatchan Road. GM will have project coordination and management responsibility for the project.

### Researched By:

Darwyn Sproule, Manager of Public Works  
Tara Mieske, Clerk/Planning Manager

### Comments:

NF travels a considerable distance to patrol and work on Matawatchan Road along the northern boundary of the Township. GM are in a better position to maintain the Boundary Road since this is a short section of road within the limits of their road / responsibility.

To date we have had informal arrangements with GM addressing maintenance services on an as needed basis.

Per the proposed Agreement, GM will be responsible for summer and winter maintenance. NF will compensate GM annually for 50% of the cost, being \$6120 for 2025. This amount is considered reasonable for the scope of year round services provided and the responsibility being assumed.

Each Township will remain responsible for right-of-way control on their geographical portion of the road, including entrance approvals, civic addressing etc.

The proposed Agreement term is five (5) years with an option to renew by resolution of both Councils for another period not to exceed five (5) years.

The Agreement requires both Municipalities to share the capital cost of approved projects 50 / 50, which is consistent with the project previous approved for this season.

### Financial Impact:

#### Financial Implications

There will be a cost to prepare and register the By-law / Agreement to address Boundary Road maintenance arrangements.

North Frontenac's 50% share of the annual maintenance costs is \$6,120 for 2025. The 2025 base cost will be inflated by 2% per year for the term of the Agreement.

2025 \$6,120.00

2026 \$6,242.40

2027 \$6,367.25

2028 \$6,494.59

2029 \$6,624.48

The cost will be addressed within the Roads operating budget.

North Frontenac's 50% share of the capital project previously approved for this season is \$340,000.

### Strategic Implications:

Continue to invest in municipal infrastructure.



**To:** Mayor and Members of Council  
**From:** Darwyn Sproule, Public Works Manager, P. Eng.  
**Approved by:** Corey Klatt, Chief Administrative Officer  
**Date of Meeting:** 31 Jan 2025  
**Re:** Update Regarding Arcol Road Bridge and Pine Lake Culvert / Funding Request

### Recommendation:

**Be It Resolved That** Council receives the Public Works Manager's (PWM) Administrative Report entitled "Update Regarding Arcol Road Bridge and Pine Lake Culvert / Funding Request" for information purposes;

**And That** Council approve the proposed staging plan (intermittent closures) for the Arcol Road Bridge rehabilitation;

**And That** Council approve the proposed closure plan for the Pine Lake culvert replacement on Ardoch Road;

**And that** Council approve a sole source consultant assignment for the Greer Galloway Group to provide engineering services for the Pine Lake culvert replacement;

**And that** Council approve funding for the Pine Lake Culvert replacement to be transferred from the Infrastructure Sustainability Tangible Capital Asset Reserve Fund with a projected year-end balance per the 2025 approved budget of \$2,053,658.

### Background:

#### Arcol Road Bridge

Rehabilitation of the Arcol Road Bridge is on the approved Capital Plan for this season at a cost of \$350,000. D.M. Wills Associates Limited (Wills) are doing the preliminary and detailed design. The overall width of the structure is 6.5m. The bridge serves a dual purpose, with a dam owned by the Ministry of Natural Resources and Forestry (MNRF) and a 4.2m wide single lane of traffic. The rehabilitation of the deck includes removal of deteriorated concrete and patching with concrete, followed by waterproofing and a single lift of asphalt.

Arcol Road accommodates two (2) lanes of traffic, however, the bridge is restricted to a single lane.

#### Pine Lake Culvert / Ardoch Road

The Pine Lake Culvert is a multiplate with a 3.7m span under a 6.8m deep rock fill. This is a very deep culvert. The culvert is in very poor condition and is being monitored.

Ardoch Road at this site is two lanes with the grade rising significantly to the south, and the adjacent topography is very rugged.

## Researched By:

Darwyn Sproule, Public Works Manager

## Comments:

### Arcol Road

Half-at-a-time staging is not possible given the limited width of the deck. There isn't a viable detour. Widening of the existing deck or a temporary modular bridge as a bypass were considered but are far too costly. A long term full closure isn't an option either given property access requirements.

It is recommended that all works be completed under single day and partial day closures. Proprietary fast-setting concrete products can be specified and steel road plates can be utilized to protect setting concrete from damage due to traffic. Timing has to be developed yet but the approach includes established alternating open and closed periods throughout the day.

A communication strategy will be implemented to notify local residents, emergency services and businesses of closure windows in advance of construction and where interested parties can access updates.

We want to make Council aware of this rather unique staging, but it is manageable and there are really a limited number of options without excessive costs. Coordination and communications will be key.

### Pine Lake Culvert / Ardoch Road

#### Detours

The Pine Lake culvert replacement cannot be completed using half-at-a-time staging given the width of the 2-lane road and depth of the existing rock fill. We considered the option of using a grouted liner in the existing culvert rather than removal but this wasn't an acceptable method. A single lane detour constructed on one side of the site is very costly given the depth of fill and the topography.

The recommended option is a full closure, with a reasonable but restricted duration, to limit traffic impacts. Incentives and disincentives will be included in the contract to address compliance. The actual duration permitted will be assessed during detailed design but we anticipate at least 48 hours with an around-the-clock operation to install the new culvert and get a single lane open to traffic.

The detours are significant: being Road 506 to 509 to Clarendon on the east and 506 to Highways 41/7 to the west. Advanced notice will be posted on the local roads and also advertised. A communication strategy will be implemented to notify local residents, emergency services and businesses of closures in advance of construction and where those interested can receive real-time updates.

We want to make Council aware of this unique staging, but we are taking significant measures to reduce the resulting impacts and provide active communications.

#### Funding

The Pine Lake culvert is in very poor condition and is being monitored regularly. Depending on the performance of the culvert, we may need to move forward with an emergency replacement on very short notice. The estimated cost to replace the culvert, based on using a full closure as described above, and subject to the Conservation Authorities direction, is \$530,000 including engineering services. This is an unanticipated expenditure.

## Design

The Greer Galloway Group Inc (GGG) are completing the 2024 to 2026 Ontario Structure Inspection Manual (OSIM) inspections for the Township. As an emergency response GGG completed an inspection of the Pine Lake culvert and also field surveys to prepare preliminary plans. GGG have also had initial discussions with the Conservation Authority.

GGG have quoted completing the project, ready for tendering (environmental permitting, detailed design, hydraulic report and tender package) at a cost of \$9,000 plus tax. We recommend the approval of this quote as a sole source purchase given GGG's involvement with the project to date, their role as our OSIM consultant and the need to be shovel ready. We also recommend including the required contract administration (CA) services, at a total cost of \$30,000 for engineering services (including design and CA).

## Financial Impact:

The Arcol Road item was for information regarding the detour and additional funding is not required.

The cost of the Pine Lake culvert replacement is a new expenditure estimated at \$530,000. The additional funds would be transferred from the Infrastructure Sustainability Tangible Capital Asset Reserve Fund with a projected year-end balance per the 2025 approved budget of \$2,053,658.

## Strategic Implications:

Continue to invest in municipal infrastructure.



**To:** Mayor and Members of Council  
**From:** Darwyn Sproule, Public Works Manager, P. Eng.  
Tara Mieske, Clerk/Planning Manager, Dipl.M.A. Dipl.M.M.  
**Approved by:** Corey Klatt, Chief Administrative Officer  
**Date of Meeting:** 31 Jan 2025  
**Re:** K & P Trail Revised Agreement with the County of Frontenac

### Recommendation:

**Be It Resolved That** Council receives for information the Public Works Manager and Clerk/Planning Manager's Administrative Report entitled "K & P Trail Revised Agreement with the County of Frontenac";

**And That** Council declares the following PINS as surplus and authorizes the Mayor and Clerk to sign the Transfer for the following once prepared by the Solicitor:

PIN 36209-0012;

PIN 36209-0030, subject to an easement for access for waste site monitoring; and

PIN 36209-0231

**And That** Council authorizes the Mayor and Clerk to sign the Agreement as drafted once the Transfers noted above are complete.

### Background:

On June 9, 2023, Council received a letter from County staff regarding the development of the K & P Trail through the Township of North Frontenac (Attachment #1) and passed the following Resolution:

**Resolution #260-23 Moved by Councillor Regent, Seconded by Councillor Good**

**Whereas** at their meeting on April 16, 2021, Council passed Resolution #177-21 receiving for information a presentation from Richard Allen, Manager of Economic Development, County of Frontenac, regarding the K&P Trail Development; and that Council requested Township staff work with County staff to prepare Agreements for use of Township property for the trail;

**Therefore Be It Resolved That** Council receives for information a letter dated May 31, 2023 from Richard Allen advising Frontenac County has begun the process of acquiring the former K&P rail corridor in North Frontenac to rehabilitate the former railway into a multi-use recreational trail;

**And That** the County has identified 3000 metres of former rail corridor under the control of North Frontenac and 2335 metres of roadways the County is also seeking permission to use with the establishment of a partnership agreement or Memorandum of Understanding;

**And That** Council is supportive of the development of the K&P trail;

**And That** Council authorizes the transfer of PIN 36209-0012; PIN 36209-0030, subject to an easement for access for waste site monitoring; and PIN 36209-0231 requested by the County of Frontenac, for a nominal sum, and once the Transfers have been prepared by the County they be provided to Council for consideration and signing;

**And That** Council instructs the Clerk to draft an Agreement with the County for use of the five identified road allowances outlining the responsibilities for the trail and road management when the two uses intersect for Council's consideration.

**Carried**

On October 25, 2024, Council received the draft Agreement and passed the following Resolution:

**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**

#### Researched By:

Darwyn Sproule, Public Works Manager

Tara Mieske, Clerk/Planning Manager

Corey Klatt, CAO

#### Comments:

Per Resolution #351-24, staff amended the Agreement to only include the properties south of the Mississippi River and added Clause #8 as follows:

"The County shall be responsible for any repairs due to damage caused by trail users, including snowmobiles, to the roadway crossings and the bridge that crosses the Mississippi River."

The amended Agreement was provided to County Council on January 15, 2025 and County Council authorized the Agreement being signed once the transfer of the properties from the Township to the County are complete provided Clause #8 was removed. Township staff will continue to work with County staff to have the transfers, including the easement completed.

In the opinion of the Public Works Manager, damage to the road surface from users of the trail is / will not be significant. The K&P trail along Road 509 south of the Mississippi River requires only two road crossing. The first crossing is at Gulley Road and this crossing has been in service for many years without any significant damage. The second crossing is at a new location just south of the Mississippi River bridge. Northbound trail traffic will enter the highway on the shoulder and not cross the highway, while southbound traffic will travel the shoulder and then cross Road 509 to join the trail. As a result, trail traffic crossing the highway is reduced by approximately 50% from the previous configuration. Trail users have travelled the shoulders on the existing Mississippi River bridge since it was built in 2014 without any evidence of damage. There are numerous road crossings and trail sections on roads linking trails through out the Township without concerns regarding damage to the road surface or specific damage provisions.

There was damage to the road surface at the previous crossing, south of the new location on Road 509, but it was evident after many years of service with two-way traffic on a very specific narrow path.

Even then the repair required a minor amount of cold patch and would typically have been addressed by resurfacing when the rest of the road was scheduled for rehabilitation.

The Amended Agreement with the proposed changes is attached for Council's consideration.

#### **Financial Impact:**

None.

#### **Strategic Implications:**

Economic Prosperity - Increased Tourism

#### **Attachments:**

[Attachment #1](#)

[Proposed NF - County Agreement for Use of Roads](#)

May 31, 2023

To Mayor Gerry Lichty and members of North Frontenac Township Council,

As you are aware, Frontenac County has begun the process of acquiring the former K&P rail corridor in North Frontenac to rehabilitate the former railway into a multi-use recreational trail. The Township of North Frontenac represents the last significant area for development, consisting of approximately 20 kilometres of the total 180 km spanning from Kingston to Renfrew. The County has identified 3000 m of former rail corridor that are under the control of the township and 2335 m of roadways that the County is also seeking permission to use with the establishment of a partnership agreement or Memorandum of Understanding.

The Township of North Frontenac has already voiced its support for the development of the K&P Trail within its jurisdiction and in response to my initial outreach and presentation on this matter, The Council of the Township of North Frontenac passed resolution #177-21 at their meeting held on April 16, 2021:

Moved by Councillor Hermer,  
Seconded by Councillor Inglis

Be It Resolved That Council receives for information the presentation from Richard Allen, Manager of Economic Development, County of Frontenac – K&P Trail Development and thanks him for his time spent today;

And That Council supports County's development of the Frontenac K&P Trail through the Township and requests Township staff work with County staff to prepare Agreements for use of Township property for the trail.

## Parcels of Interest

Cc: CAO Cheryl Robson,  
Public Works Manager Darwyn Sproule,  
Manager of Community Development Corey Klatt



There are three township-owned parcels of interest that the County would like to acquire, and through initial discussions with Township staff, have confirmed the possibility for a transfer of ownership of:

1. **PIN 362090012** – Located at the boundary with Central Frontenac.
2. **PIN 362090030** – Adjacent to Shiner Road in Mississippi Station and contains two bridges.
3. **PIN 362090231** – East of 509 just south of the Mississippi River

With your Council's continued support, the County will work with township staff to facilitate the ownership transfer for each of the above noted parcels.

### **Use of Road Allowance**

There are five locations where it is not practical or possible to separate the planned route of the K&P Trail from an existing roadway, generally because the railway infrastructure is located within a road allowance, or the existing roadway has been built upon the former rail corridor. Locations of interest are as follows:

- **Location 1**  
Between 509 and Shiner Road along Black Creek (approx. 325 m) – The former rail corridor, and established trail currently in use travels along this narrow spit of land between Black Creek and Road 509.
- **Location 2**  
Between Shiner Road and PIN 362090231 (approx. 1250 m) – The trail follows the shoulder of the road in this location for a short distance through Mississippi Station, then rejoins separate infrastructure located east of Road 509 but within the road allowance.
- **Location 3**  
Between PIN 262090231 across the Mississippi and up to PIN 362110105 (approx. 780 m) – The County has explored a number of options for trail development in this location, however the most cost-effective approach will be to work with the township to widen the shoulder(s) of the road to support trail traffic.
- **Location 4**  
Use of the forced road north/west of 509 as you enter Snow Road from the South. This road has been used as part of the Snowmobile trails for many years.
- **Location 5**  
Use of Road 509 for 750 m to connect Snow Road portion of trail to northward sections towards Lanark County.

In these cases, it is more difficult to extract trail use from road use, but it will be important for the Township and County to outline an agreement detailing responsibilities for relevant infrastructure and to affirm cooperation when the opportunities to improve these roads and trails arise.



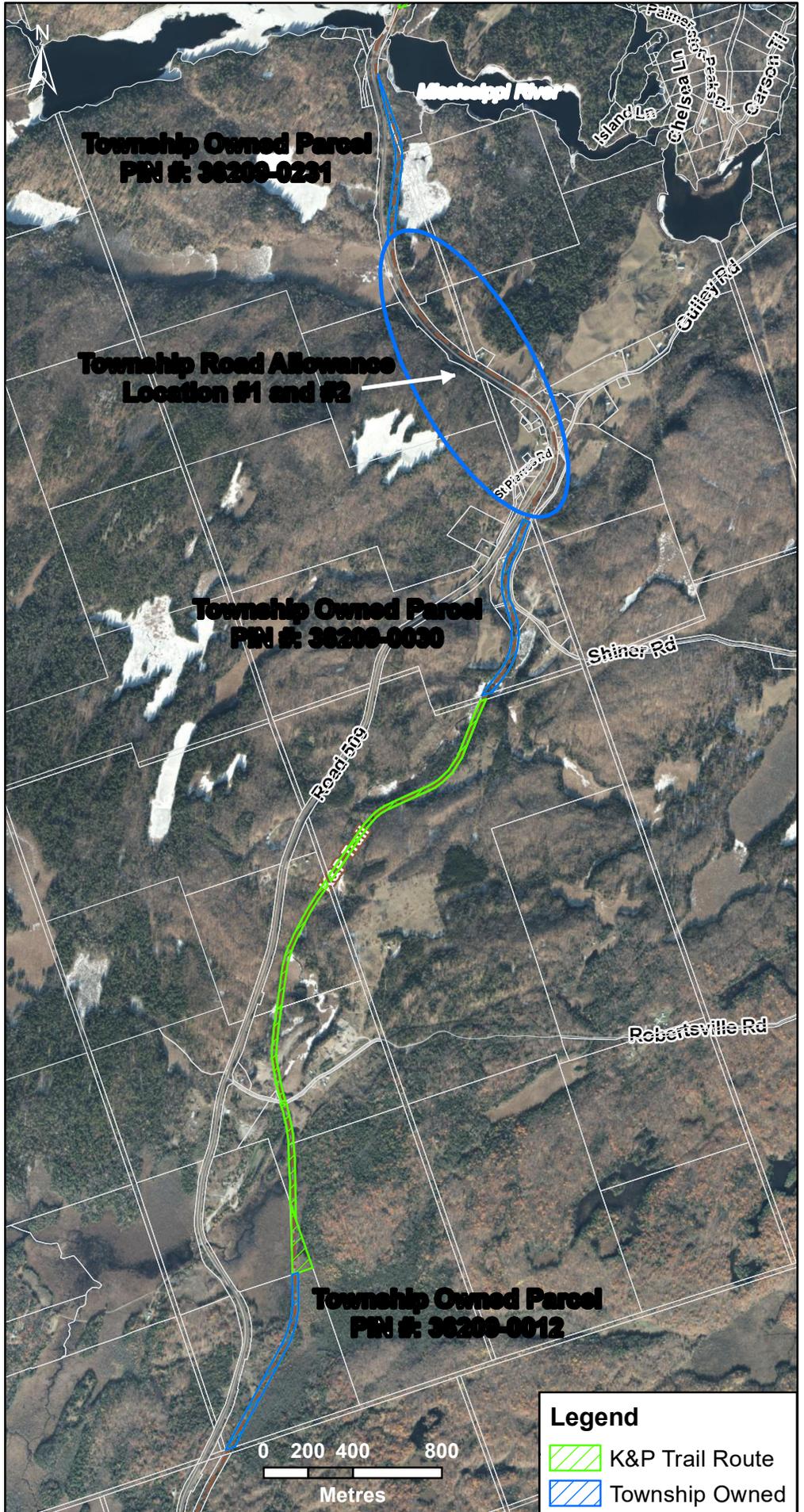
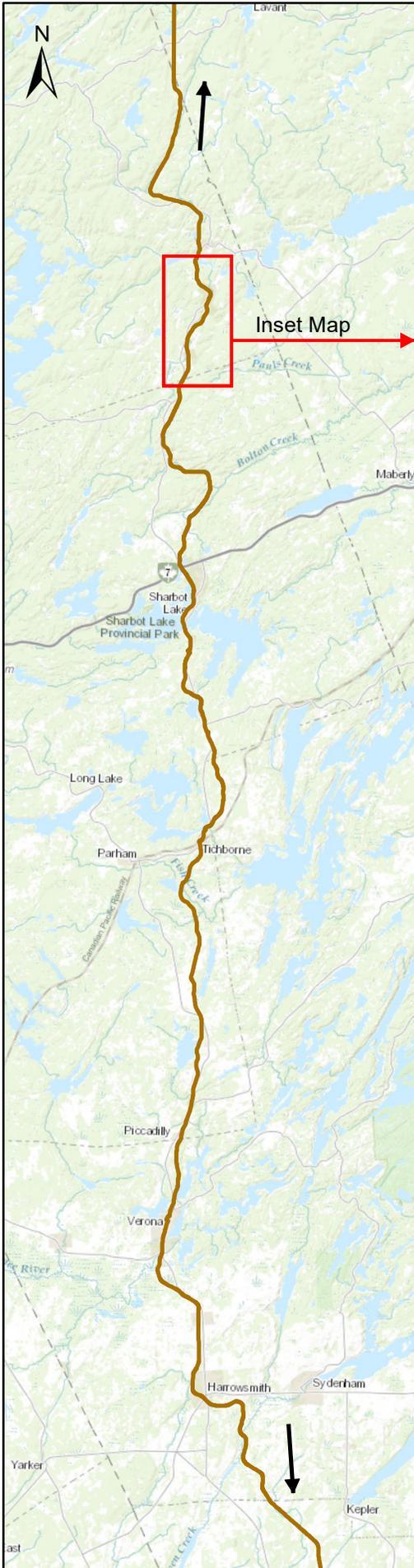
This letter is requesting that the Council of the Corporation of the Township of North Frontenac authorize the transfer of the 3 properties listed above to the County of Frontenac, for a nominal sum, in order to clearly establish responsibility for the management of the K&P Trail at these locations.

This letter also is requesting that the Township confirm its 2021 resolution and authorize Township Staff to establish an agreement with the County to outline responsibilities for trail and roads management when the two uses intersect at the 5 locations listed above.

Sincerely

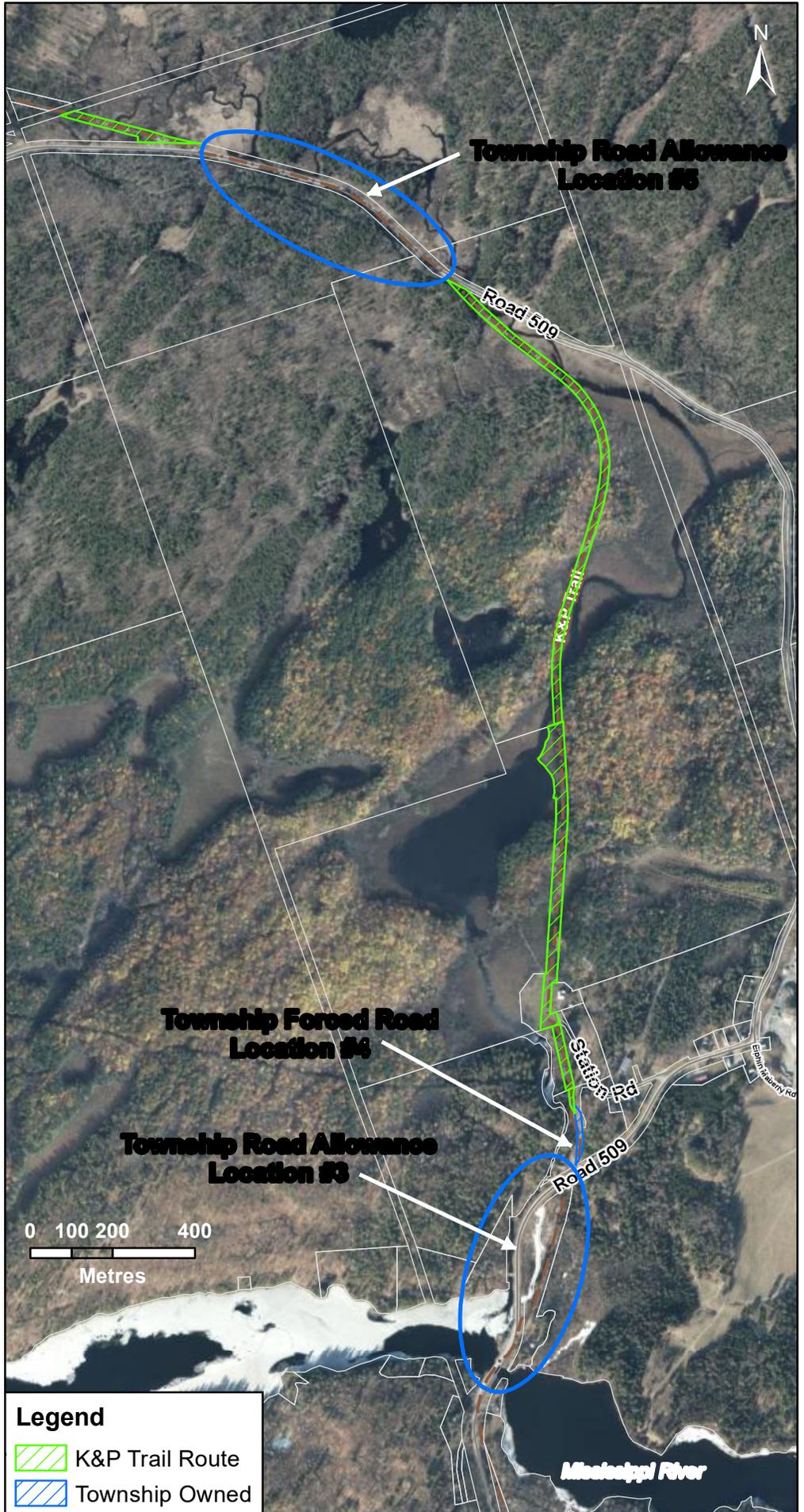
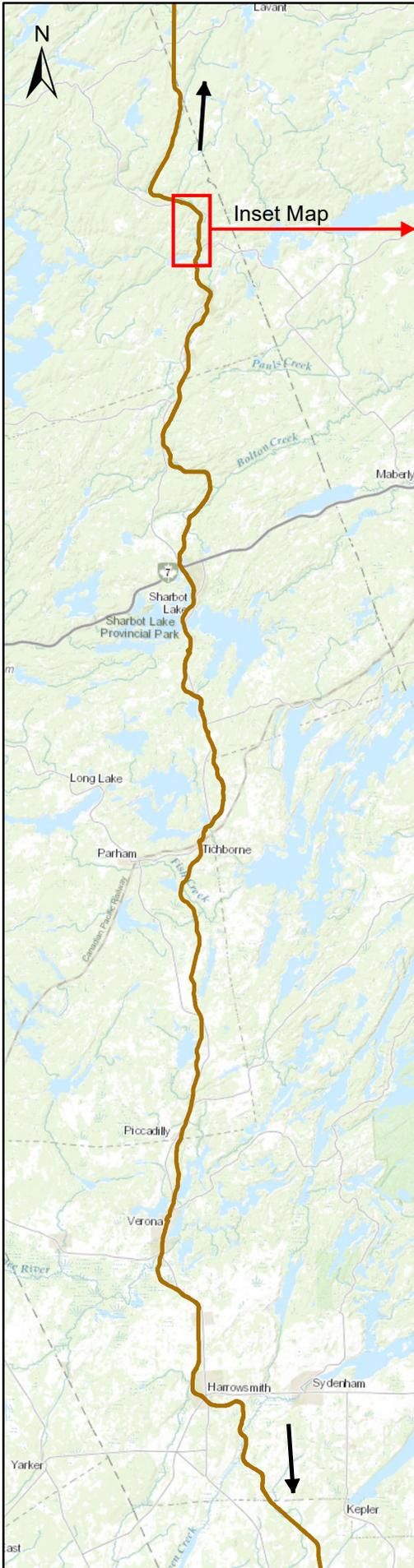
Richard Allen  
Manager of Economic Development  
Frontenac County





**Legend**

- K&P Trail Route
- Township Owned



**Legend**

- K&P Trail Route
- Township Owned

**K&P Trail Use of Lands and Roads**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2025

**Between:**

**The Corporation of the Township of North Frontenac**  
hereinafter called the "Township"

**Of The First Part**

- and -

**The Corporation of The County Of Frontenac**  
hereinafter called "County"

**Of The Second Part**

**Whereas** the County of Frontenac ('the County' is undertaking efforts to establish the K&P Trail, which aims to form a complete trail connection from North to South across Frontenac County;

**And Whereas** the County has begun rehabilitation of the portions of K&P Trail located in the Township of North Frontenac;

**And Whereas** the Township owns lands including Road 509, road allowances, and certain parcels of land;

**And Whereas** on June 9, 2023, the Council of the Corporation of the Township of North Frontenac passed Resolution #260-23 in support of the development of the K&P Trail;

**And Whereas** Resolution #260-23 also authorized the transfer of three parcels of land and provided instructions to establish an Agreement for use of relevant road allowances;

**And Whereas** this Agreement supersedes any previous agreements, verbal or written, and states the terms and conditions that have been agreed to by the Township and the County;

**Now This Agreement Witnesseth** that in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**Agreement**

1. The Township grants the County the right to use Road 509, road allowances, and certain parcels of land as set out in Schedule A and Schedule B of this agreement for the establishment and maintenance of the K&P Trail.

**Responsibilities of the County:**

2. The County shall be responsible for the development, maintenance, and operation of the K&P Trail on the lands specified in this Agreement.
3. The County shall ensure the trail is safe for public use and shall install appropriate signage to indicate the trail’s status and usage guidelines.
4. The County shall lay out, construct and manage, including adequate signage and safety devices, the K&P Trail and will determine necessary actions jointly with the Township’s Representative on Township Properties.
5. The County shall indemnify and save harmless the Township from any claims and actions that might arise from the use of the K&P Trail in accordance with this Agreement.
6. The County shall maintain, for the duration of this Contract, Liability Insurance of not less than \$5,000,000 for coverage of its staff while on Municipal property or on private property while completing site visits. The Township shall be named as an additional insured on the County’s insurance policy, and a copy shall be provided to the Chief Administrative Officer upon execution of this Agreement and annually upon renewal.
7. The County must carry WSIB coverage and maintain a valid WSIB Clearance Certificate throughout the period of the Agreement, and a copy shall be provided to the Chief Administrative Officer.

**Responsibilities of the Township:**

8. The Township shall allow access to the lands specified in Schedule A for the purposes of trail development and maintenance.
9. The Township shall not unreasonably withhold any necessary permits or approvals required for the establishment and maintenance of the K&P Trail.

**Term of Contract**

10. The term of the Agreement shall commence April 1, 2025, and shall continue until such time that the County ceases to operate the K&P Trail as a recreational facility available for public use.

**Termination**

11. Either party may at any time, on not less than one (1) year’s written notice to the other party, terminate this Agreement without cause. Notice shall be provided in accordance with Section 20.

12. Notwithstanding Section 9, the Township may terminate this Agreement at any time:
- a. In the case of the County failing to perform or observe any provision of the Agreement and not correcting such failure to the Township Council's satisfaction, acting reasonably, within thirty (30) days of written notice from the Township's Chief Administrative Officer describing such failure and the action required to remedy it; or
  - b. The County being found guilty of any unlawful activity or impropriety involving Township property.
13. The Township Council's right to terminate this Agreement shall not be affected by its failure to act with respect to any previous default by the County.
14. Upon the termination of this Agreement, the County shall cease to operate the K&P Trail on the identified lands, removing any signs, amenities or other trail related chattels from the corresponding properties.

### **Changes and Adjustments**

15. The Township and County will work towards mutually agreeable solutions if changes to the trail or lands associated with the agreement are required.

### **Dispute Resolution**

16. A dispute between the two parties with respect to this Agreement, which they are unable to resolve through negotiations, at the request of a party, shall be submitted to arbitration pursuant to the *Arbitration Act, 1991* and the decision of the arbitrator or, if more than one, the decision of the majority shall be final and binding on the parties. The arbitrator(s) will not have any power to alter or change any provisions of this Agreement or to substitute any new provisions for any existing provisions or to give any decision inconsistent with the terms and provisions of the Agreement. Each party shall pay its own costs of the arbitration and shall share equally the costs of the arbitrator(s).

### **Law Governing This Contract**

17. This Agreement shall be construed and governed in accordance with the laws of the Province of Ontario.

### **Extent of Agreement**

18. No representations or warranties between the parties, expressed or implied, written or oral, shall be binding on the parties unless expressly contained in this Agreement and this Agreement constitutes the entire Agreement between the Township and the County and supersedes all prior negotiations, representations, or agreements, whether written or oral.

19. This Agreement may not be amended except by mutual agreement of the parties and signed by both the Clerk and Mayor of the Township and the Clerk and Warden of the County.
20. Neither of the parties shall assign or transfer, in any way, their rights in this agreement to any third party without first obtaining the written consent of the other party.

**Notice**

21. Any notice to be given under this Agreement may be given in writing, personally, by prepaid first class mail (in which case, receipt shall be deemed to have occurred seven clear days after the mailing thereof) or email.

Notice to the parties may be delivered to the following addresses:

| Township  | County   |
|---|--|
| CAO<br><br>Township of North Frontenac<br>6648 Road 506,<br>Plevna ON K0H 2M0<br>Email: cao@northfrontenac.ca | CAO<br><br>County of Frontenac<br>2069 Battersea Road<br>Glenburnie ON K0H 1S0<br>kfarrell@frontenacounty.ca |

or to such other addresses as the party entitled to or receiving such notice or document may, by notice given in accordance with this clause, communicate or deliver to the other party.

**Time Is Of the Essence**

22. Time shall be of the essence for this Agreement

**Further Assurances**

23. The parties agree that each of them shall execute such further and other assurances as may be reasonably necessary to give full effect to all terms and conditions of the Agreement.

**Successors and Assigns**

24. This agreement shall be binding upon and ensure the benefit of the respective successors and assigns of the parties.

**In Witness Whereof** the Parties hereto agree to the terms of this contract and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

\_\_\_\_\_  
Gerry Lichty  
Mayor

\_\_\_\_\_  
Tara Mieske  
Clerk

**The Corporation of the County of Frontenac**

\_\_\_\_\_  
Gerry Lichty  
Warden

\_\_\_\_\_  
Jannette Amini  
Clerk

## **Schedule A**

### **Township Properties for K&P Trail Use**

1. Part of the Road Allowance between Road 509 along Black Creek (approximately 325 metres)
2. Between Shiner Road and PIN 362090231 (approx. 1250 m)
3. Between PIN 262090231 and the Mississippi River (approx. 195 m)



# Economic Development Task Force Minutes

10:00 AM - Monday, January 20, 2025  
Council Chambers

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**Present:** Councillor Stephanie Regent (Chair); Deputy Mayor John Inglis; Councillor Roy Huelt; Cyndy Bonello; Danielle Kesco; Paul Thiel; Dan Vaillancourt; Brandon Hartwig; and Tammy Watson

**Absent with Regret:**

**Also Present:** Brooke Ross, Dipl.M.A., Manager of Community Development (MCD); Richard Allen, Manager of Economic Development (County of Frontenac); and Lori Newman (Secretary)

## 1. Call to Order

The meeting was called to order by the Chair at 10:00 a.m.

a) Welcome New Members Brandon Hartwig and Tammy Watson

The EDTF welcomed new members Brandon Hartwig and Tammy Watson and thanked them for volunteering to join the Economic Development Task Force.

## 2. Traditional Land Acknowledgement

## 3. Disclosure of Pecuniary Interest and General Nature Thereof

None.

## 4. Economic Development Task Force Notes

a) Notes of the December 10, 2024 EDTF Meeting as approved via email and were received for information at the January 10, 2025 Regular Meeting of Council.

## 5. Business Arising

a) North Frontenac Strategic Plan - 2024-2028 - for information purposes

The EDTF received the North Frontenac Strategic Plan – 2024-2028 – for information purposes.

b) Review of 2025 Work Plan

The EDTF reviewed the 2025 Work Plan.

Brandon Hartwig advised that he would be interested in joining the “Identify barriers to

housing development and potential solutions sub-committee”. The EDTF agreed to add Brandon to this working group.

**c) Review of 2023 - 2026 Terms of Reference**

The EDTF reviewed the 2023-2026 – Terms of Reference and made updates regarding current EDTF members.

**d) Welcome Package – Bonello**

Cyndy Bonello and the MCD will arrange to meet in the upcoming weeks in order to go through and ensure all content is up to date.

**e) Business Dinner & Forum (April) – Vaillancourt, Regent, Huetl**

The Business Dinner & Forum working group met to discuss this event which is now tentatively planned for April 25, 2025 at the Clar-Mill Community Hall. The MCD will take care of booking the hall for this date & time. The working group is firming up guest speakers and will soon be ready to have the MCD send out invitations to the businesses via email. The working group would like to invite the MPP & MP to this event. The working group will be requesting EDTF members and Council to participate in serving the dinner to the business owners.

**f) Business Profiles –Thiel, Huetl**

Paul Thiel has two Businesses interested in having a Business Profile completed on their business and will be scheduling these in the near future. Paul requested contact information for the Mazinaw-Lanark Forest Inc. from the MCD so that he may reach out for information on loggers in North Frontenac for potential Business Profiles in the future. Roy Heutl volunteered to assist Paul with the Profiles moving forward.

**g) SummerFest (July 19, 2025) – Bonello, Inglis, Vaillancourt**

No update at this time.

**h) WinterFest (February 22, 2025) – Bonello, Inglis, Watson**

The WinterFest working group are continuing to meet to discuss the February 22, 2025 event. They reported that they are receiving responses from businesses interested in participating as well as entries for the talent contest. They are looking for volunteers to assist in various duties for the event.

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

The working group is working on the Spring/Fall Foodilicious initiative and would like to potentially have this event take place in June of 2025 and will continue to meet and bring back information to the EDTF.

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

The North Frontenac Commercial signage working group continues to await direction from the Public Works Manager regarding the sign by-law and will bring back to a future EDTF meeting for consideration before submitting for Council consideration. The MCD will meet with the Public Works Manager on discussing moving forward without a sign By-law.

**k) Tradeshow – Bonello, Thiel**

Cyndy Bonello and Paul Thiel will be emailing the EDTF members in the next week to request three additional volunteers for the upcoming 2025 Quinte Sportsman Boat & RV Show on March 7-9, 2025. Paul suggested that a Township QR code is created and printed for the show. Cyndy volunteered to take care of the request. (Paul also suggested that it would be valuable to print some extra copies to post at the 5 Township Community Halls as well). Roy Heutl suggested that copies of the “Township Of North Frontenac Community Profile” are printed to take to the tradeshow. Cyndy will send a draft email to the MCD to reach out to businesses in the Township to see if they are interested in sending brochures/advertising products.

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

The working group continues to work on a proposal for Council. The group requested that the MCD email a list of township owned properties that are approximately 5 acres that could be potential locations for development/severance in order to develop a potential proposal for Councils consideration.

## **6. New Business**

**a) Review of DRAFT 2025 Visitor Guide**

The EDTF reviewed the second annual Draft Visitor Guide – “Explore Township Of North Frontenac”. The MCD will send an email out to the Township’s Tourism businesses to see who would like to be included in the 2025 Visitor Guide which is planned to be published for March/April. It was suggested that the publication could feature a new location/story each year and requested that the MCD select another historic story to replace “The Legend Of Myers Cave” for the 2025 edition. It was also suggested that mention of the Linda’s Loop and K&P trail is included in the “Trails” section, removal of a reference to a 2nd boat launch on Buckshot Lake, removal of a few businesses that have moved/closed, inclusion of information on the new Electric Vehicle Charging Station location (coming March 31), and inclusion of the new Township QR code.

**b) Review of DRAFT 2025 Community Profile**

The EDTF reviewed the DRAFT 2025 Community Profile. It was suggested that K&P trail is included in the “Sports & Recreation – Trails - Hiking” section, the Seventh-day Adventist Church is included in the “Faith and Worship” section, and the Plevna Canada

Post address included in the “Postal and Courier Services” section.

## 7. Other Business

- a) Dan Vaillancourt reported that South Frontenac has recently updated their wayfinding signage and that the EDTF consider adding something similar to these for a future project to consider. The MCD will add this item to the “EDTF Parking Lot”.
- b) Tammy Watson inquired if any township staff are continuing to proactively keep in contact with business owners since the Economic Development Officer position has been terminated. The MCD advised that this has not been continued on a daily basis but on an as needed basis; however, this may be among the duties of the new Summer Student position that commences in May 2025.
- c) Tammy Watson informed the EDTF of Stephanie Regent being awarded the **King Charles III Coronation Medal** which honours individuals for having made a significant contribution to Canada. The award is to be presented to Stephanie on March 18, 2025.
- d) Roy Heutl suggested that the EDTF/Township begin promoting the K&P trail more as it has become a great asset for North Frontenac Township as well as the County. Richard Allen expressed interest in having a more robust conversation at a future EDTF meeting regarding partnership/promotion.
- e) Andrew & Felicity attended the EDTF meeting and introduced themselves and their Adventure Company “Cruising Canoes” which recently has moved from the Belleville area to North Frontenac (setting up the business at this time). The EDTF welcomed them to the township and invited them to the Business Dinner in April in order to meet other businesses and discuss potential collaborations. Roy Heutl offered to do a Business Profile on the company to introduce this exciting new business to the Community.

## 8. Adjournment

- a) Meeting adjourned at 11:42 a.m.

**NOTE : The next meeting of the EDTF will take place on Monday, February 18, 2025 at 9:00 a.m. at the Municipal Council Chambers located at 6648 Road 506, Plevna.  
Recommendations to Council**

**Be It Resolved That** Council receives for information the January 20, 2025 Notes of the Economic Development Task Force (EDTF);

**And That** Council instructs the Clerk/Planning Manager to send the April 25, 2025 North Frontenac Business Dinner & Forum Invitation to local MP and MPP on behalf of Council and the EDTF.

Received by Council on January 31, 2025.

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Councillor Stephanie Regent, Chair  
Township of North Frontenac EDTF



## Council Portfolios

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

### Mayor Gerry Lichty

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

### Councillor Wayne Good

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

### Councillor Stephanie Regent

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

**Councillor Roy Huetl**

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

**Councillor Vernon Hermer**

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

**Councillor Fred Fowler**

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

**Deputy Mayor John Inglis**

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

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

**By-law #2025-04**

**Being a By-law to Repeal By-law #20-23 and to Establish a Policy for the Sale and Disposition of Land by the Corporation of the Township of North Frontenac**

**Whereas** Section 270(1) of the *Municipal Act, 2001* as amended requires the Council of a Township to adopt and maintain a policy governing the sale and disposition of land.

**And Whereas** the Council of the Corporation of the Township of North Frontenac deems it expedient to enact a by-law to amend the Policy for Sale and Disposition of Land;

**Now Therefore** the Council of The Corporation of the Township of North Frontenac does hereby adopt the "Policy for Sale and Disposition of Land" attached hereto as Schedule "A";

**And That** By-law #20-23 is hereby repealed in its entirety;

**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 passing.

**Read** a first and second time **January 31, 2025.**

**Read** a third time and finally passed this **January 31, 2025.**

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Gerry Lichty, Mayor

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Tara Mieske, Clerk

**Schedule 'A'**  
**to By-law # 2025-04**

**Policy for Sale and Disposition of Land**

**1. Definitions**

In this Policy:

**Appraisal** means a written opinion as the amount the land might be expected to realize if sold in the open market by a willing seller to a willing buyer.

**Clerk** means the Clerk of the Corporation of the Township of North Frontenac.

**Council** means the Council of the Corporation of the Township of North Frontenac.

**Crown Land** means any unpatented land owned and managed by the Province of Ontario.

**Road Allowance** means allowances originally laid out for roads by a Crown surveyor, including both Road Allowances shown on an original township survey and Road Allowances shown along the water in a plan of subdivision. Road Allowances are generally 66 feet in width.

**Township** means the Corporation of the Township of North Frontenac.

**2. Purpose**

This Policy shall apply to the following:

- a) Sale and disposition of land by the Corporation of the Township of North Frontenac. For the purposes of this policy, "sale" shall include a lease of twenty-one (21) years or longer.
- b) The closure and sale of Road Allowances by the Corporation of the Township of North Frontenac.

This policy does not apply to the sale of land under Part XI of the Municipal Act – Sale of Land for Tax Arrears.

**3. Policy Statement**

The Township will dispose of surplus lands in an open and transparent process to ensure consideration for disposal is fair, reasonable and in the best interest of the Township.

**4. General Provisions**

- a) The sale of land to the following public bodies is exempt from the process:
  - i. A municipality;
  - ii. A local board, including a school board and a conservation authority.

- iii. The Crown in Right of Ontario or Canada and their agencies - Council shall determine the disposition process for lands being transferred to these bodies, based on specific circumstances in each case (the lands being conveyed, use of the lands being conveyed, etc.).
- b) The Township shall maintain a public register listing and describing the land owned by or leased by the Township.
- c) The role of the Township Solicitor is to act on behalf of the Township.
- d) Prior to the disposal of land by the Township, Council shall, by Resolution, declare the property to be surplus to the needs of the Township.

## **5. Process for Sale of Surplus Township Property excluding Road Allowances**

- a) Lands to be sold on the open market shall be listed with a real estate brokerage on a multiple listing service basis.
- b) Otherwise, the following process shall be followed:

### **Appraisal**

The Clerk shall obtain at least one (1) appraisal of the fair market value of the land. The form of the appraisal shall be on Opinion of Value from a licensed realtor or professional appraiser to determine the value of the land.

The sale of the following classes of lands are exempt from an appraisal:

- Land 0.3 meters or less in width acquired in connection with an approval or decision made under the *Planning Act*.
- Highways, roads and Road Allowances if sold to an owner of land abutting the highway, road and Road Allowances.
- Land formerly used for railway lines if sold to an owner of land abutting the former railway land.
- Land purchase by owner in accordance with Section 42 of the *Expropriations Act*.
- Land sold under Sections 107, 108 and 110 of the Municipal Act.

### **Public Notice**

The Clerk shall provide Notice to the Public of the proposed sale of land by:

- a) Inserting the Notice once in the local newspaper; and posting the Notice on the Township's website
- or:**
- b) Posting the Notice on the property for ten (10) days prior to Council's decision to dispose of Township land; and Providing Notice by personal service or prepaid first class mail to every owner of land within sixty (60) meters of the boundary of the lands proposed to be sold. The owner of land shall be deemed to be the person(s) shown on the last revised assessment roll of the Township.

## **6. Process for Closing and Sale of Township Road Allowances – Shore Road, Concession, Lot, Reserved or Forced Road**

### **a) General Provisions:**

- i. Council is under no obligation to sell a Road Allowance.
- ii. The Township will only convey to the adjacent landowner the portion of the Road Allowance above the controlled or normal high water mark.
- iii. The Application will not be approved if the closure and sale results in conflicts with the Township of North Frontenac's Zoning By-law or other applicable Township By-laws.
- iv. In the case of Shore Road Allowances, the portion of land between the Road Allowance and the property owner's lot that is owned by the Crown, if any, must be purchased through the Ministry of Natural Resources and Forestry prior to proceeding with the Township Road Allowance purchase.
- v. Although an Ontario Land Surveyor and Solicitor are not required at the beginning of the process, it is recommended the Applicant contact these professionals to discuss the services required and timelines.
- vi. The Applicant is responsible for preparing and submitting a complete Application; reference plan (survey); paying all fees associated with the Application process, including but not limited to, the Administrative Fee, Applicant(s) legal fees, and the land cost for the purchase of the property even if the process is not completed.
- vii. Applications may not be approved if:
  - It is determined the closure and sale will result in a negative impact on neighbouring owner's land.
  - The closure and sale, in the opinion of Council, would impact public waterfront recreational activities, public access, emergency access, public travel, or other Township purposes, unless at the discretion of Council, alternative public access is provided by the Applicant or is available nearby on the same body of water.
  - The Road Allowance is within thirty (30) meters of a dam.
  - The Applicant does not own the property directly abutting the Road Allowance.
  - The Road Allowance must be able to merge with the Applicants property. Therefore, Council may not consider the closure and sale if the Road Allowance is not physically connected to the Applicant's property.
- viii. Applications which have been Approved in Principle will be closed if inactive for a period of two (2) years from the date of the passing of Council's Resolution.

- ix. In the case of where Approval in Principle has been given, Applicants wishing to pursue their Application after the original Application is deemed closed will be required to submit a new Application and begin the process again, including providing the Administrative Fee.
- x. Applications where the By-law has been passed will be closed if inactive for a period of two (2) years from the date of passing of the By-law.
- xi. In the case where the By-law has been passed, the property owner will need to submit the re-activation fee as set out in the Township's Fees and Charges By-law.

**b) Application:**

- i. The property owner(s) shall complete the appropriate Application depending on the type of road wishing to be closed and purchased; and submit the Application to the Clerk's Department.
- ii. The Application must be signed by all owners listed on the deed/transfer.
- iii. The Administrative Fee must be submitted with the Application in accordance with the Township's Fees and Charges By-law.
- iv. The Administrative Fee for a Road Closing Application is non-refundable.

**c) Site Inspections:**

- i. The proposed Road Closing will be inspected by the Municipal Road Inspector and, if required, the Public Works Manager with a report provided to the Clerk.
- ii. Due to inclement weather and snow cover, Applications for Road Closures received between November 15<sup>th</sup> and April 30<sup>th</sup> may be deferred until the site inspection can be completed.
- iii. Site inspections shall be made by the Municipal Inspector within four (4) weeks of being circulated.
- iv. In cases where the Municipal Road Inspector cannot inspect the property, the inspection may be completed by a designate.

**Additional Provisions for Concession/Lot/Reserve/Forced Road Application**

In the case of a Concession/Lot/Reserve/Forced Road Application, prior to Approval in Principle being considered, notice will be provided by prepaid first class mail to every owner of land within sixty (60) metres of the boundary of the lands proposed to be sold prior to the Application being considered by Council. The Township will provide signs to the Applicant(s), to be posted clearly identifying the subject Road Allowance for a period of fourteen (14) days minimum. The posting of the signs at the subject property will be the responsibility of the Applicant(s) and notice must remain for the required period of time. Applicants are required to provide an affidavit and submit photos of the posted notice to the Township office. Although written approval is not required, all comments or objections to the proposed closure will be provided to Council to be taken into consideration.

**d) Approval in Principle:**

- i. A report, including the details of the proposal and the Municipal Road Inspection Report, will be provided to Council for consideration in an Agenda which is posted on the Township's website.
- ii. In the case of a Concession/Lot/Reserve/Forced Road Allowance any comments received by the public will be provided to Council for their consideration.
- iii. If in the opinion of Council, a decision to close a Concession/Lot/Reserve/Forced Road Allowance that could potentially impede access to future development of a property; deny public access to a water body; or interfere with public access to other parcels of land; impede emergency access or interfere with other Township purposes will only be considered under extenuating circumstances (i.e. applicant has a building on the road allowance). Please note Council is under no obligation to sell the Concession/Lot/Reserve/Forced Road Allowance.
- iv. Council may provide Approval in Principle or deny the Application.
- v. If the Application is Approved in Principle, unforeseen circumstances may delay or end the Application process.

**Concession/Lot/Reserve/Forced Road Application**

- i. If the Application pertains to a Concession/Lot/Reserve/Forced Road Application that does not lead to water and is approved in principle, half thirty-three (33 feet) of that portion of the Road Allowance will be offered to the owners of property abutting the opposite side of the subject Road Allowance. If the abutting neighbour decides to purchase the Road Allowance, they must submit an Application and the two (2) Applications will proceed concurrently. If the abutting neighbour decides not to purchase the Road Allowance, the initial Application will proceed for the full width.

**e) Registered Reference Plan by Ontario Land Surveyor (Survey):**

- i. The Applicant shall arrange to have the subject Road Allowance surveyed by an Ontario Land Surveyor.
- ii. It is the responsibility of the Applicant to advise the Ontario Land Surveyor if the area (square metres/feet) of the Road Allowance is not included on the registered plan a separate report advising of the area is to be provided at the time the registered plan is provided. Failing to do so will delay the circulation process.
- iii. The Registered Reference Plan shall be provided to the Township electronically. Paper copies will no longer be accepted. Applicants can obtain an electronic version of their Reference Plan by visiting the Registry Portal at [www.onland.ca](http://www.onland.ca).
- iv. Applicants are to inquire with the Ontario Land Surveyor if any Bell Canada and/or Hydro One facilities are located on the Shore Road Allowance. If so,

- the Applicant shall request the Ontario Land Surveyor create a separate Part on the reference plan for potential easements.
- v. If closure of the Road Allowance results in a property owner not being able to access their property, the Applicant shall request the Ontario Land Surveyor indicate the area on the Registered Survey for potential easement. The Township solicitor will create and register the easement, with the cost to be paid by the Applicant.
  - vi. The Shore Road sidelines are normally determined by extending the property line straight to the water. In cases where this will affect neighbouring property owner's access to the water or shoreline or use of their land, the lot lines may be adjusted to a mutually agreeable location. In circumstances where abutting neighbours cannot agree on a mutual side line, Council may determine the location of the disputed line or deny the Application.

**f) Public Notice:**

**Shore Road Allowance**

- i. Notice will be provided by prepaid first class mail to the abutting owners of the Applicants land, informing them of the Application and notifying them that they have thirty (30) days in which to submit any objection in writing to the Township.
- ii. The Notice will be posted on the Township's Website.
- iii. The Township will provide signs to the Applicant(s), to be posted clearly identifying the subject Road Allowance on the waterfront and at the entrance to the property for a period of ten (10) days minimum. The posting of the signs at the subject property will be the responsibility of the Applicant(s) and notice must remain until the By-law is passed and the Application deemed complete.
- iv. Applicants are required to provide an affidavit and submit photos of the posted notice to the Township office.
- v. The Notice will also be provided to Hydro One, Bell Canada and Public Works Canada and if the subject Road Allowance intersects a Provincial Highway, the Ministry of Transportation. These Agencies are provided the opportunity to object to the Road Closing or to request an easement to allow them access to maintain their structures or equipment.

**Concession/Lot/Reserve/Forced Road Allowance**

- i. The Notice will be placed in the Frontenac News at least ten (10) days prior to the By-law being passed; and posted on the Township's Website.
- ii. The Notice will also be provided to Hydro One, Bell Canada and Public Works Canada and if the subject Road Allowance intersects a Provincial Highway, the Ministry of Transportation. These agencies are provided the opportunity to object to the road closing or to request an easement to allow them access to maintain their structures or equipment.

**g) Determination of Land Costs:**

The area used to calculate the Land Costs will be taken from the Registered Reference Plan or as provided by the Ontario Land Surveyor. The cost per square foot to purchase the Shore Road Allowance will be set out in the Township's Fees and Charges By-law.

Note: The Township uses a conversion of 1 square metre equals 10.76 square feet.

Land Costs can be paid by money order; cheque made payable to the Township of North Frontenac; or by e-transfer. Cash payment or debit transactions are accepted at the Township office.

**h) Council Approval and Adoption of By-law:**

- i. Council will consider all public comments received.
- ii. Prior to the disposal of land by the Township, Council shall, by resolution, declare the property to be surplus to the needs of the Township.
- iii. A By-law will be provided to Council for consideration at a regularly scheduled Council Meeting.
- iv. If the By-law is passed by Council, it will be provided to the Township Solicitor to obtain a Property Identification Number and to be registered. The Township Solicitor's legal costs are covered by the Administrative Fee provided by the Applicant.

**i) Deed and Consolidating Documents:**

- i. The Clerk will prepare a Consolidation Agreement to ensure the Road Allowance merges with the Applicant's lands. Once the Agreement is signed by the Township's signing authorities it will be provided to the Applicant's Solicitor to be signed by the Applicant along with the registered By-law and Property Identification Number.
- ii. The Applicant's Solicitor will be responsible for preparing the Transfer, having the Applicant sign the Consolidation Agreement and registering the Transfer and Agreement.
- iii. All costs for this legal work is the responsibility of the Applicant.
- iv. A copy of the Registered Deed and Consolidation Agreement shall be provided to the Township.

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

**By-Law #2025-05**

**Being a By-law to Recognize a Portion of Matawatchan Road as a Boundary Road; and Enter into a Boundary Road Agreement with the Township of Greater Madawaska**

**Whereas** Section 29 of the Municipal Act, 2001 states that municipalities on either side of a boundary line have joint jurisdiction over any highways forming the boundary line;

**And Whereas** Section 27(2) of the Municipal Act, 2001 requires municipalities to pass by-laws in respect of highways for which they share joint jurisdiction;

**And Whereas** the Township of North Frontenac acknowledges that Matawatchan Road forms part of the boundary lines between itself and the Township of Greater Madawaska;

**And Whereas** the Council deems it expedient to enter into such an agreement for the repair and maintenance of the boundary road with the Municipality of North Frontenac.

**Therefore Be It Resolved That** the Council of the Corporation of the Township of North Frontenac enacts as follows:

1. **That** Matawatchan Road from civic address #1654 easterly to #2321 for a distance of 3.1 km be recognized as being a Road having Joint Jurisdiction between the Township of Greater Madawaska and the Township of North Frontenac.
2. **That** The Corporation of the Township of North Frontenac enters into a Boundary Road Agreement with the Township of Greater Madawaska, of which the agreement is attached and marked as Schedule "A" to this By-law.
3. **That** the Mayor and Clerk be authorized to execute the said Boundary Road Agreement together with all documents relating thereto, and further, to make such other motions as may be necessary to complete this matter.
4. **That** the CAO is hereby authorized to make such administrative amendments as necessary to carry out this by-law.
5. **That** this By-Law shall come into force and take effect immediately upon the passage thereof.

**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 **January 31, 2025.**

**Read** a third time and finally passed this **January 31, 2025.**

---

Gerry Lichty, Mayor

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Tara Mieske, Clerk

**Schedule "A"**  
**Boundary Road Agreement**

This Agreement made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_,  
2025

BETWEEN:

The Corporation of the Township of Greater Madawaska  
hereinafter called "Greater Madawaska" of the first part

AND

The Corporation of the Township of North Frontenac  
hereinafter called "North Frontenac" of the second part

**Whereas** Greater Madawaska and North Frontenac are desirous to enter into an agreement regulating the maintenance and repair of the boundary highways over which they have joint jurisdiction in accordance with the Municipal Act, 2001, (S.O. 2001, C.25) Section 29 Boundary Lines, as amended;

**And Whereas** Section 29.1(1) of the Municipal Act RSO 2001 states that if municipalities having joint jurisdiction over a boundary line highway enter into an agreement under which each municipality agrees to keep any part of the highway in repair for its whole width and to indemnify the other municipality from any loss or damage arising from the lack of repair for that part, the agreement and a copy of the by-law authorizing the agreement may be registered in the proper land registry office for the area in which the highway is located;

**And Whereas** pursuant to subsection 29.1(2) of the Municipal Act, RSO 2001, If municipalities enter into an agreement under subsection (1), each municipality has jurisdiction over that part of the highway that it has agreed to keep in repair and is liable for any damages that arise from failure to keep the highway in repair and the other municipality is relieved from all liability in respect of the repair of that part;

**And Whereas** Ontario Regulation 239/02 as amended from time to time and made pursuant to the Municipal Act has set Minimum Maintenance Standards for Municipal Highways to which the highways covered by this Agreement are to be maintained;

**Now Therefore** in consideration of the covenants contained herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree each with the other as follows:

1. The following definitions apply to this Agreement:
  - a. "Boundary Road" means Matawatchan Road from civic address #1654 easterly to #2321 for a distance of 3.1 km.
  - b. "Capital Improvement" means any work that is outside of the Routine M&R as required by this Agreement and which materially improves and enhances any part of a Highway.
  - c. "Highway" includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.
  - d. "Joint Jurisdiction" has the meaning described in section 29 of the Municipal Act, 2001.
  - e. "Roadway" means that part of the Highway that is improved, designed or ordinarily used for vehicular traffic, but does not include the Shoulder, and where a Highway includes two or more separate roadways, the term Roadway refers to any one roadway separately and not to all of the roadways collectively.
  - f. "Road Construction" means the building and rebuilding of Highways or parts of Highways. Road Construction does not mean or include Routine M&R.

- g. "Routine M&R" means those activities completed in the routine maintenance and repair of a Highway, as contemplated in the *Minimum Maintenance Standards for Municipal Highways Regulation*, O. Reg. 239/02, as amended and as it exists from time to time ("Maintenance Regulation") or any successor regulation or statute, and which shall be conducted in accordance with the specifications contained in the Maintenance Regulation and in this Agreement.
  - h. "Shoulder" means the portion of a Highway that provides lateral support to the Roadway and that may accommodate stopped motor vehicle and emergency use.
2. All new entrances shall be installed under the supervision of the respective Municipality's Public Works Department. Each applicant shall be responsible for obtaining a proper entrance permit from the respective Municipality.
  3. The parties shall work together to ensure that right-of-way control processes are harmonized as much as possible. Each party shall be responsible for right-of-way control on their geographical portion of all bordering highways.
  4. The parties shall work together to ensure that all other highway standards under their bylaw making powers (including but not limited to speed limits, traffic control and reduced load restrictions) shall be harmonized as much as possible.
  5. Winter maintenance, November 1 to April 30, includes snow removal, sanding, plowing, brushing, patching, sign maintenance, drainage and road patrols.
  6. Summer maintenance, May 1 to October 31, includes grading, patching, brushing, calcium application, grass cutting, sign maintenance, new signs, line painting and road patrols. A copy of each Road Patrol Report will be available upon request.
  7. It shall be Greater Madawaska's responsibility to maintain and keep in good repair those portions of the Boundary Road between the Township of North Frontenac and the Township of Greater Madawaska, addressing both summer and winter maintenance.
  8. The party responsible for the Boundary Road will have project coordination and management authority over all capital projects and shall undertake all Capital Improvement projects on that portion.
  9. Greater Madawaska will invoice North Frontenac annually for 50% of the winter and summer maintenance costs, utilizing the 2025 cost as a base rate inflated by 2% annually. North Frontenac's cost for 2025, being 50% of the total cost, is - \$6,120.
  10. The Township of North Frontenac shall pay to the Township of Greater Madawaska as follows:
 

|      |            |
|------|------------|
| 2025 | \$6,120.00 |
| 2026 | \$6,242.40 |
| 2027 | \$6,367.25 |
| 2028 | \$6,494.59 |
| 2029 | \$6,624.48 |
  11. Greater Madawaska and North Frontenac shall each be responsible for 50% of the cost for Capital Improvements on the Boundary Road.
  12. Prior to any planned Capital Improvements, on the Boundary Road, the Municipality proposing the work will notify the other Municipality one year in advance of the work to allow for appropriate Council budget approvals of equal shared costs. Notwithstanding that all efforts will be made to reach an agreement on a mutually beneficial Capital Improvement, if one Municipality does not agree

to proceed with a project, the project will not proceed. Capital includes, but not limited to, culvert replacement, additional granular and road reconstruction.

13. Should any of the highways or bridges included in this agreement be obstructed (water over the road, tree fall, downed hydro lines, etc.) in any manner that affects public safety, the party hereto first notified of the obstruction of the highway or bridge by emergency services (police, fire, etc.) or after becoming aware of the obstruction by other means, shall, without delay, undertake the removal of the obstruction and/or close the road to traffic and pedestrians and make every effort to notify the other party hereto of the obstruction.
14. The parties shall maintain and keep in full force and effect at its own expense a policy of general public liability, property damage and environmental insurance with respect to its obligation for the maintenance of the highways and bridges set out in this agreement hereto protecting against claims for personal injury, death and property damage resulting from failure to repair or maintain the said highways and bridges in which the limits shall be not less than twenty million dollars (\$20,000,000) in respect of injury or death of a single person, for each occurrence and not less than twenty million dollars (\$20,000,000) in respect of property damage. Each parties' policy shall name the other as an additional insured, and each shall provide a certificate of such insurance coverage to the other throughout the term of this agreement and any renewal thereof and further provide each other within 30 days prior written notice of any cancellation or material change in risk which could diminish the aforesaid coverage.
15. The Parties shall maintain and keep in full force and effect at its own expense a Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than ten million dollars (\$10,000,000) per occurrence for Third Party Liability in respect of the use or operation of vehicles owned, operated or leased by Parties.
16. The Parties' insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Parties.
17. Notwithstanding anything contained in the Agreement to the contrary, each party may, at any time, terminate this Agreement upon 180 days' notice as regards all or any part of the Services by giving notice in writing to the other. The parties may, at any time or from time to time, give one or more additional termination notices with respect to any or all parts of the Services not terminated by any previous termination notice.
18. Each party shall keep proper accounts and records of the cost of the provision of the Services and of all expenditures or commitments made by each party in connection therewith, and shall keep all invoices, receipts and vouchers relating thereto.
19. In the event of a termination notice being given by a party in accordance with this Agreement, the other party shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the Services and for which the other party has not already been so paid or reimbursed. No party shall have a claim for damages, compensation, loss of profit, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by the other party, except to the extent that this Agreement expressly provides.
20. Any notice to be delivered hereunder shall be in writing and may be delivered by hand or by courier, by registered mail, electronic mail or any other means that provides a paper record of the text of the notice, addressed to the Party for whom it is intended at the following addresses:

North Frontenac:  
Chief Administrative Officer  
6648 Road 506, Plevna, ON K0H 2M0  
[cao@northfrontenac.ca](mailto:cao@northfrontenac.ca)

Greater Madawaska:  
Chief Administrative Officer  
19 Parnell Street, PO Box 180, Calabogie, ON K0J 1H0  
[cao@greatermadawaska.com](mailto:cao@greatermadawaska.com)

21. Or to such other addresses as the party entitled to or receiving such notice or document may, by notice given in accordance with this clause, communicate or deliver to the other party. Any notice shall be deemed to be effective immediately if delivered personally or seven days from the day it is mailed.
22. This Agreement shall be in force for a period of five (5) years from date above first mentioned and may be renewed for another period not to exceed five (5) years by resolution of the Councils of both Corporations as found necessary and it may be amended or changed by resolution of the Councils of both Corporations, as mutually agreed upon.
23. In the event that either party receives a Statement of Claim, Notice of Claim or other information regarding a pending or possible claim by a third party with respect to liability for failure to keep the highway in repair or for damages or injuries sustained relating thereto, such party shall immediately notify the other party in writing of such claim or Notice of Claim. In the event that a legal proceeding is commenced by a third party, each of the Parties to this Agreement shall provide for its own legal representation as it sees fit.
24. Each of the parties hereby undertake to save harmless and agree to indemnify the other against all claims and demands for damage, losses, costs, charges and expenses which the other municipality may sustain, incur, or be liable for arising from the lack of repair of any portion of any of the highways for which the Municipality has assumed sole responsibility under this agreement.
25. Any dispute between the parties with respect to this agreement, which they are unable to resolve through negotiations, shall, at the request of a party, be submitted to arbitration pursuant to the Arbitration Act, 1991, S.O. 1991, Chap. 17, and the decision of the arbitrator or, if more than one, the decision of a majority shall be final and binding on the parties. The arbitrator will not have any power to alter or change any provisions of this Agreement or to impose any new provisions to this Agreement or to substitute any new provisions for any existing provisions or to give any decision inconsistent with the terms and provisions of this Agreement. Each party shall pay its own costs of the arbitration and shall share equally the costs of the arbitrator(s).
26. The Agreement constitutes the entire and sole Agreement between the parties with respect to the subject matter of the Agreement and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the Agreement. There are no terms covenants, representations, statements or conditions binding on the parties other than those contained in the Agreement. This agreement shall be construed and governed in accordance with the laws of the Province of Ontario. This agreement shall be binding upon and ensure to the benefit of the parties and their respective successors and assigns. Time is of the essence of the Agreement.

IN WITNESS WHEREOF both Corporations have hereunto affixed their Corporate Seals duly attested by the hands of their proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED

CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA  
PER:

\_\_\_\_\_  
Rob Weir, Mayor

\_\_\_\_\_  
Renee Mask, CAO

CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC  
PER:

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

\_\_\_\_\_  
Tara Mieske, Clerk

The Corporation of the Township of North Frontenac

**By-law #2025-06**

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

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

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

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

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

**Read** a first and second time **January 31, 2025.**

**Read** a third time and finally passed this **January 31, 2025.**

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Gerry Lichty, Mayor

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Tara Mieske, Clerk

This Rental Agreement made this 31<sup>st</sup> day of January, 2025

Between:

The Corporation of the Township  
of North Frontenac

(The "Lessor")

-and-

First Resource Management Group Inc.

(The "Lessee")

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

**1. Premises**

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

**2. Term of Rental Agreement**

This Rental Agreement is effective July 15, 2024 to December 31, 2025 with the option of cancellation by the lessee with two months' notice without penalty or further rent payments.

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

**3. Monthly Rent**

The monthly rent payment shall be \$881.52 per month plus H.S.T. for a total payable of \$996.12 on the first day of each month (**for 2025**) and retro-actively \$855.82 per month plus HST for a total payable of \$967.10 (**for 2024**). Monthly rent will increase by 3% annually January 1<sup>st</sup> of each year for the term of this Agreement.

**4. Deposit**

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

**5. Responsibilities of the Lessor**

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

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

**6. Responsibilities of the Lessee**

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

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

- a. A limit of liability of not less than \$2,000,000/occurrence with an aggregate of not less than \$5,000,000.
- b. Add the Landlord as an additional insured with respect to the operations of the Named insured.
- c. The policy shall contain a provision for cross liability and severability of interest in respect of the Named insured.
- d. Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96).
- e. Products and completed operations coverage.
- f. Broad Form Property Damage
- g. Contractual Liability
- h. Owners and Contractors Protective
- i. The policy shall provide 30 days prior notice of cancellation.
- v) A Certificate of Insurance shall be provided annually to the Manager of Community Development.
- vi) Snow removal from office steps and landing.

**7. Other Considerations**

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

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

Signed, Sealed and Delivered

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

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

DocuSigned by:  


1FA33E60FFEB4401  
Name: Yves Vivier

Title: CEO

I have authority to bind the Corporation

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

**By-law #2025-07**

**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 January 31, 2025**

**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 January 31, 2025 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 January 31, 2025, 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 January 31, 2025, 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 **January 31, 2025**.

**Read** a third time and finally passed this **January 31, 2025**.

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**Gerry Lichty, Mayor**

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**Tara Mieske, Clerk**